

THE WORLD MEMON ORGANISATION
CHARITABLE FOUNDATION

(‘THE WMOCF’)

– (A CHARITABLE COMPANY) –

MEMORANDUM OF ASSOCIATION



In The Name of Allah, the Most Gracious, the Most Merciful

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

THE WORLD MEMON ORGANISATION

CHARITABLE FOUNDATION

(‘THE WMOCF’)

– (A CHARITABLE COMPANY) –

MEMORANDUM OF ASSOCIATION

1. NAME :

1.1 The name of the Company is the **World Memon Organisation Charitable Foundation** (“the WMOCF”), hereinafter called “the Foundation”.

2. REGISTERED OFFICE :

2.1 The Foundation’s registered office is to be situated in England and Wales.

3. OBJECTS :

3.1 The Foundation’s objects (“the Objects”) are, throughout the world :

3.1.1 to assist and promote the religious, technical and professional, general and further education of Memons including education concerning the cultural and religious identity, customs and language of the world wide Memon community;

3.1.2 to advance and promote the relief of poverty, sickness, distress and suffering of any persons who are in need irrespective of their race, caste, nationality and creed but with a preference for Memons over non-Memons;

3.1.3 to provide recreational facilities and activities in the interests of social welfare with the object of improving the conditions of life for those Memons in need of such facilities;

3.1.4 to advance and promote the faith and religious practices of Islam amongst the world wide Memon community; and

3.1.5 such other charitable objects as the trustees may from time to time think fit for the benefit of the world wide Memon community.

4. GENERAL POWERS :

- 4.1** In furtherance of the Objects but not otherwise the Foundation may exercise the following powers:
- 4.1.1 to establish and assist in establishing any project or scheme or programme which will assist and promote the realisation and fulfilment of the Objects including the provision in the interests of the Foundation's beneficiaries of any exclusively charitable social welfare and religious projects including the teaching of the Holy Qur'an and the Sunnah of the Prophet Muhammad, may Allah bless him and grant him peace, so as to advance their spiritual, mental, physical and social well-being; **SO THAT**
- 4.1.2 by the exercise of these powers and charitable means the Foundation may encourage and promote unity, understanding and tolerance within the Memon community for the common good; **PROVIDED THAT**
- 4.1.3 None of the said assistance and relief provided by the Foundation shall be used for political purposes or to influence the political situation or government of any country.

5. POWER TO COLLECT AND APPLY FUNDS AND ASSETS :

- 5.1** In the furtherance of the Objects but not otherwise the Foundation may exercise the following powers :
- 5.1.1 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Foundation;
- 5.1.2 to raise, collect and receive money funds and chattels of any description from any organisation person or persons whomsoever by way of contributions, donations, legacies, interest free loans, subscriptions, grants, payroll giving and any other lawful method including public appeals through the media (with any consents as by law required) and to accept and receive gifts of property of any description (whether subject to any special trusts or not) **PROVIDED THAT** in raising such funds and assets the Foundation shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- 5.1.3 to accept any of the aforementioned contributions, donations, legacies, grants and gifts of funds, chattels and property on any special trusts in connection with the Foundation so that any contribution, donation, legacy, grant or gift so accepted shall be held subject to the terms and conditions of the gift;
- 5.1.4 to levy and collect fees, contributions, subscriptions and charges from members and any other persons or organisations affiliated to the Foundation;
- 5.1.5 subject to any consents required by law, to construct acquire alter and improve any property in the name of the Foundation and maintain and equip the same;
- 5.1.6 subject to any consents required by law, to sell charge let lease exchange or otherwise dispose of all or any part of the property or assets of the Foundation;

- 5.1.7 subject to *Clause 5.2 below* to employ such staff, who shall not be directors of the Foundation (hereinafter referred to as “the Trustees”), as are necessary for the proper pursuit of the Objects;
- 5.1.8 to appoint and constitute such advisory and specialist committees as the Trustees may think fit;
- 5.1.9 to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- 5.1.10 to procure, provide and disseminate information on all matters relating to the Objects and to exchange such information and advice and co-operate with other charities associations bodies voluntary bodies statutory authorities and individuals operating in furtherance of the Objects or similar charitable purposes and in particular with the WMO;
- 5.1.11 to arrange and provide for or assist in arranging and providing for the holding of prayer gatherings classes lectures training courses meetings cultural events conferences seminars and exhibitions and publish the useful results thereof;
- 5.1.12 to promote encourage or undertake organised research surveys investigations and publish the useful results thereof;
- 5.1.13 to cause to be written and print publish issue and circulate gratuitously or otherwise any reports or papers periodicals books pamphlets leaflets or other documents, films, recorded tapes or disks whether audio or visual or both, including periodical reports on the work of the Foundation;
- 5.1.14 subject to any consents required by law to borrow lend invest or donate money *provided that* no usurious transaction is entered into as defined by the Shari‘ah;
- 5.1.15 to borrow or utilise any money equipment facility service or property on such terms as the Trustees shall think fit;
- 5.1.16 to make such rules and regulations including standing orders as the Trustees shall from time to time in their discretion think fit for the management of the Foundation and all or any of its activities and from time to time to rescind or vary such rules and regulations;
- 5.1.17 to establish where necessary one or more Regional Chapters, any such Chapter being administered in accordance with:
- (i) the provisions of this Memorandum of Association and the Foundation’s Articles of Association;
 - (ii) any rules and regulations including standing orders formulated by the Trustees by virtue of the provisions contained herein;
 - (iii) any rules and regulations for Regional Chapters as shall be formulated from time to time by the Trustees; and
 - (iv) with the understanding that the Trustees shall at all times retain the power to take any such action as it considers necessary in respect of decisions acts and proceedings of any Regional Chapter and *provided that* all decisions acts and proceedings of any such Regional Chapter shall be fully and promptly reported to the Trustees;

- 5.1.18 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- 5.1.19 to pay any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Foundation **PROVIDED THAT** any such insurance or indemnity shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed in reckless disregard of whether it was a breach of trust or breach of duty or not.
- 5.1.20 to act in accordance with *Clauses 3 and 4 above* as the Trustees shall in their absolute discretion think fit and do all such other lawful things as are necessary for the furtherance and achievement of the charitable Objects stated herein.
- 5.2** Subject to *Clause 5.5 below* the income and assets of the Foundation shall be applied solely towards the promotion of the Objects, including the purchase of land and premises both for the use of the Foundation and in order to generate income, and the maintenance repair insurance and general upkeep of the same and the payment of all outgoings including the payment of the administrative staff thereof and the general expenses of carrying on and managing the same including the payment of any telephone office stationery and equipment electricity gas and water bills and any rates and taxes of an annual or recurring nature payable in respect of the aforesaid land and premises.
- 5.3** Where the aforementioned funds and gifts are accepted on any special trusts as mentioned in *sub-clause 5.1.3 above* or are collected and received to relieve distress and need caused by any specific accident or disaster or for any particular project or aid scheme initiated and co-ordinated by the Foundation then such funds and gifts shall be allocated and distributed accordingly.
- 5.4** In the event of there being any surplus after the terms and conditions of any special trust have been met or after the distress and need have been relieved or after the project or aid scheme has been completed in accordance with *Clause 5.3 above* then any such surplus shall be applied in accordance with the Objects as the Trustees shall in their absolute discretion think fit,

PROVIDED ALWAYS :

- 5.4.1 that no part of the assets of the Foundation which constitute capital monies shall be applied unless the Foundation's accountants shall certify in writing that the payment in question ought in their opinion to be regarded as capital expenditure but this provision shall not prevent the Trustees from accumulating income and applying the same as income if and when they shall think fit; and
- 5.4.2 that the assets of the Foundation and the income thereof shall be used or paid or applied exclusively for charitable purposes.

5.5 No part of the income and property of the Foundation shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Foundation , and no Trustee shall be appointed to any office of the Foundation paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Foundation **PROVIDED THAT** nothing in this document shall prevent any payment in good faith by the Foundation of any expenses or liabilities which the Trustees may reasonably incur in the performance or exercise of their duties and powers herein.

6. LIMITED LIABILITY :

6.1 The liability of the members is limited.

6.2 Every member of the Foundation undertakes to contribute such amount as may be required (not exceeding £1.00) to the Foundation's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Foundation's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

7. DISSOLUTION :

7.1 If the Foundation is wound up or dissolved by at least a **three quarters** majority resolution of the Trustees and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Foundation, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Foundation by *Clause 6.2 above*, chosen by the members of the Foundation at or before the time of dissolution and if that cannot be done then to some other charitable object, subject only to the prior consent in writing of the Charity Commissioners.

8. JURISDICTION :

8.1 This Memorandum shall be construed and administered in accordance with the law of England.

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

SIGNED by the Founding Trustees of the World Memon Organisation Charitable Foundation on the 6th day of October 2002 in the presence of the below named witnesses:

Mr Newsad Abdul Gani
of : 9 Dickenswood Close,
Upper Norwood, London SE 19 3LA

Mr Bashir Sattar
of : 117 Totteridge Lane,
Totteridge, London N20 8DZ

Mr Haroon Karim
of : 30 Birchwood Road,
Tooting Bec, London SW17 7BQ

Witnessed by :

Mr Abba Ali Yousuf
of : 144 East Acton Lane,
East Acton, London W3 7EN

Mr Iqbal A.K.M. Sacranie OBE
of : 2A Crown Road,
New Malden, Surrey KT3 3UW

Dated this : 6th day of October 2002

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