

TRUST DEED

(REGISTERED UNDER TRUST ACT 1882)

This trust deed has been executed on this 1st day of September 2007 by Basharat Ali Awan S/O Ali Asghar Awan, NIC No. 82203-7669171-7 resident of village Musloondi District Muzaffarabad.

1. NAME OF THE TRUST

The trust hereby created shall be known as "Ali Asghar Foundation" and shall hereafter be referred to as "the trust".

2. OFFICE

The office of the trust shall be located at Arshad Public School, Village Musloondi, District Muzaffarabad, Azad Kashmir.

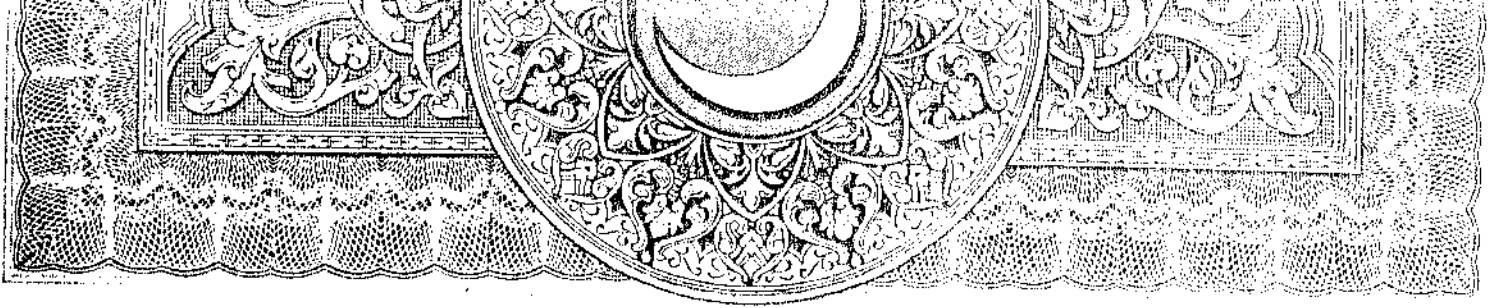
3. MANAGEMNET OF TRUST

The trust shall be managed by a Board of trustees comprising the following members, hereinafter called "trustees".

- (i) Basharat Ali Awan S/O Ali Asghar Awan NIC No. 82203-7669171-7. R/O Village Musloondi District Muzaffarabad. OR any ONE of this legal heirs nominated by him or his survivors.
- (ii) A nominee of "ASSOCIATION FOR THE DEVELOPMENT OF PAKISTAN" (hereinafter called the ADP) which is a "Non Governmental Organization of Pakistanis registered in the U.S.A. Presently the ADP has nominated Commodore (Rtd) Wasim Ahmed S/O Saghir Ahmed NIC No. 61101-8175816-7. R/O # 32, st-8, F.11 Islamabad as its representative. The ADP may, however, change its nominee as and when it may choose through a written notice to the Board of trustees.

4. TRUST PROPERTY

Property of the trust includes the following:



- (i) A piece of land donated by Basharat Ali Awan, trustee No. 1, measuring 120ft x 100ft (2 kanals Approx) in Khasra No. 93 Kkhatoni No. 264 of Village Musloondi, District Muzaffarabad shown on the 'fard' and 'Aks' appended herewith.
- (ii) A sum of Rs. 1200000/= (rupees twelve lac only), donated by the ADP for the sole purpose of the construction of a charitable school on the land donated by Basharat Ali Awan as described above.
- (iii) Any other funds/property donated to the trust by any individual/organization.

5. AIMS AND OBJECTIVES OF THE TRUST

To build a charitable public school in village Musloondi, Muzaffarabad that shall provide quality education to the poor children of the vicinity, who shall constitute at least half the total number of students of the school, at a nominal cost.

6. TERMS AND CONDITIONS OF ADP DONATION TO THE TRUST

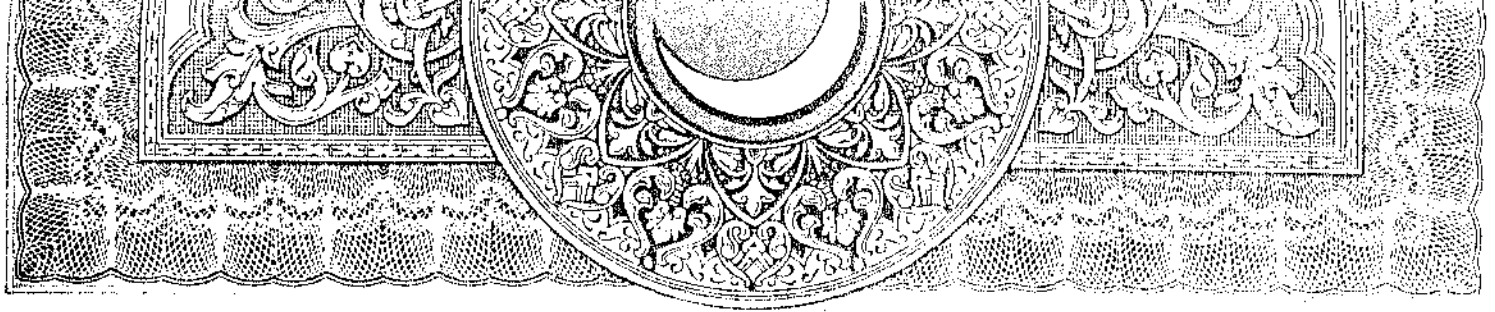
The ADP has agreed to fund the building of "Arshad Public School" on the following conditions:

- (i) The school will remain a "Trust Property" owned by Mr. Basharat Ali Awan and his legal heirs but neither Mr. Basharat Ali Awan nor his heirs will have the right to dispose of the property through sale or by any other means.
- (ii) Mr. Basharat Ali Awan or any ONE of his heirs may only draw a total sum of rupees twenty thousand per month as an honorarium for managing/running the Arshad Public School out of the income generated by the school. The entire remainder of the school's income would be used by the school to subsidise the



school fees of poor students of the school and for further development of the school.

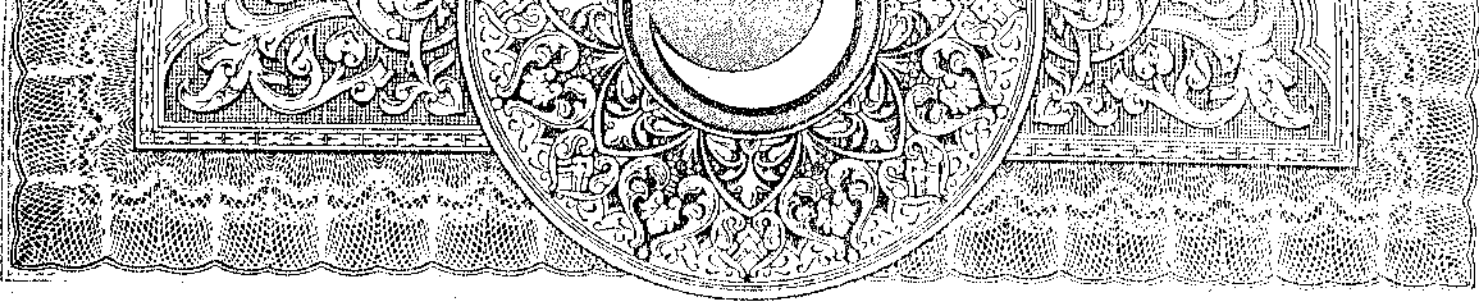
- (iii) The amount of the honorarium for Mr. Basharat Ali Awan mentioned above may be revised by the Board of Trustees through a unanimous vote only.
- (iv) If ever it becomes inevitable for Mr. Basharat Ali Awan to dispose of the school property, he may do so only with prior consent of the ADP and on reimbursement of the total donation made by the ADP plus accumulated bank interest thereon, had the money been deposited in a saving account till the date of disposal of the property.
- (v) In the event the school building is destroyed due to a natural calamity Mr. Basharat Ali Awan will have no liability towards the ADP. The disposal of the land given in to the trust would be decided by the board of trustees through unanimous vote.
- (vi) Mr. Basharat Ali Awan shall have complete freedom of action for managing the day to day running of the Arshad Public School including the hiring and firing of the staff. He must, however, obtain the approval of the Board of the trustees annually for the financial policy of the school vis a vis school fees to be charged, salary scales and development expenditure etc.
- (vii) No policy decisions regarding the functioning of the school e.g. curriculum to be taught, major expenditures, students fees etc will be made without the consultation of the trustee nominated by the ADP.
- (viii) Construction of the school building will be closely supervised by Mr. Basharat Ali Awan. He is to ensure that it is built according to the specifications laid down by the AJK Government/ Pakistan



Government. No liability will be accepted by the ADP for any flaws in the construction of the school building.

- (ix) The school will teach only the curriculum prescribed by the AJK Govt.
- (x) The honorarium being given to Mr. Basharat Ali Awan is in lieu of his wages for running the school as its principal.
- (xi) Other than Mr. Basharat Ali Awan the Trustees shall perform their duties toward the trust without any remuneration.
- (xii) Mr. Basharat Ali Awan shall present School accounts for the approval of the Board of Trustees on the 1st of June every year. A copy of the approved balance and Audit Sheet will be sent to the ADP.
- (xiii) Accounts of the school shall be kept in a scheduled bank. All fees collected from the students must be deposited in the bank within three days of the receipt. Withdrawals exceeding rupees five thousand ^{per month} may not be done without signatures of both trustees.
- (xiv) Mr. Basharat Ali Awan shall supervise the construction work of the school. Payment of the construction funds of the ADP shall be made to the contractor through Mr. Basharat Ali Awan in installments on completion of various stages of construction as stipulated in the contract for construction with the building contractor. Building plan would be approved by the ADP before it is submitted for approval of the government authorities.
- (xv) Mr. Basharat Ali Awan or the building contractor shall provide documentary proof e.g photo graphs of completion of various stages of construction to the ADP for release of funds.
- (xvi) Income or property of the trust, however, derived, shall be applied solely towards the promotion of the objects of the trust

Basharat Ali Awan



and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit or by any other means to the members of the trust.

(xvii) The ADP or its nominated trustee accept ^{NO} liability/responsibility for any act of the management/students of the Arshad Public School or Ali Asghar welfare trust. There involvement in the trust is limited to the initial financial aid provided for the establishment of the trust. *wasim*

7. DISSOLUTION OF TRUST

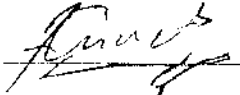
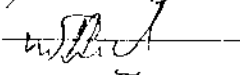
(i) In the event of dissolution of the trust, its assets left after meeting its liabilities, if any, shall be transferred to another trust approved under section 47 of the income tax ordinance, 1979 as amended from time to time under intimation to the central board of revenue within three months from the date of dissolution. The managing trustee of the new trust will be Mr. Basharat Ali Awan or his nominee.

In witness whereof, the Executant has set and subscribed his hand hereunto of acceptance of the terms and conditions hereof this 1st day of ^{September} ~~August~~ 2007 in presence of the witnesses. *wasim*

Executant: _____ 


Basharat Ali Awan NIC No. 82203-7669171-7

Witnesses

1.  M. FAROOQ AWAN
NIC No. 82203-7985805-9
2.  SARFRAZ AWAN
NIC No. 82203-1764600-9

Wasim Ahmad S/O Saghir Ahmad
NIC No. 61101-8175816A

wasim _____


Sub-Registrar
Sub-Division
Muzaffargarh

۶۸۶۹۹

تقل مسیحتیت موضع میهنی تحقیق و قلع منظر آباد از مرتب سال

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نام مالک مع اولاد	نام مالک مع اولاد	نام مالک مع اولاد	رقبه تقدیم	بهر خسر	رقبه تقدیم	بهر خسر	رقبه تقدیم	بهر خسر	رقبه تقدیم	بهر خسر	رقبه تقدیم	بهر خسر	رقبه تقدیم	بهر خسر	رقبه تقدیم	بهر خسر	رقبه تقدیم	بهر خسر	رقبه تقدیم	بهر خسر
توسیع - عدالت و قلع	توسیع - عدالت و قلع	توسیع - عدالت و قلع	۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱
۱۰	۱۰	۱۰																		
			۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱	۶	۱۱

کلیه زمین های این محل در اختیار دولت قرار دارد و هیچکس حق تصرف ندارد
 این سند به موجب احکام صادره در تاریخ ۱۳۰۵ صادر گردید
 در این سند کلیه زمین های این محل در اختیار دولت قرار دارد
 هیچکس حق تصرف ندارد
 این سند به موجب احکام صادره در تاریخ ۱۳۰۵ صادر گردید
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 هیچکس حق تصرف ندارد
 این سند به موجب احکام صادره در تاریخ ۱۳۰۵ صادر گردید

توسیع - عدالت و قلع
 زمین های این محل در اختیار دولت قرار دارد
 هیچکس حق تصرف ندارد
 این سند به موجب احکام صادره در تاریخ ۱۳۰۵ صادر گردید
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