

S.No: 4190

RDA

OFFICE OF THE SUB-REGISTRAR.

TOWN KARACHI.

ALI

1. Name & Address of the parties presenting the document.

2. Date of presentation. _____
3. Mode of Registration. URGENT / ORDINARY
4. Nature of Document. _____
5. Nature of Property. RESIDENTIAL / COMMERCIAL
 Location of the Property. _____
6. Whether Property built-up, if so mentioned number of
 Stories & covered area etc. _____
7. Category of Property according to Valuation table. _____
8. Value of Property according to Valuation table. _____
9. Value of Property declared. _____
10. Amount of Stamp Duty paid. _____
11. If the Document had been executed by the Attorney
 Power of Attorney has been made annexure. _____
12. What type of title to Property has been produced _____
13. NIC of the executants & witnesses which have been mentioned
 in the Documents & the copies thereof have been made annexures to the
 Documents. _____ Annexured _____

Document Checked/Verified found correct
 Stamp Duty/CVT Checked paid as per law
 And found correct

MUHAMMAD HASSAN RIND
 Inspector of Stamps,
 Board of Revenue, Sindh, Karachi

Realized for the check
 Inspector of Registration Offices
 Karachi Division Karachi

 Name Signature of the party presenting the document
 with CNIC NO.

TO BE FILLED IN BY THE SUB-REGISTRAR

1. Whether Property is situated within the jurisdiction of the Sub-Registrar
 concerned. T.Division- _____, Karachi.
2. Whether the document has been adjourned for want of completion certain
 formalities if so mention the nature of such formalities _____
3. Microfilming fee recovered. _____

 Name and Signature of the
 Sub-Registrar T.Div. _____

DOCUMENTATION CENTER

12-1-2016
4190 ok

10 NOV 2015

~~Signature of ...~~

Adjunct

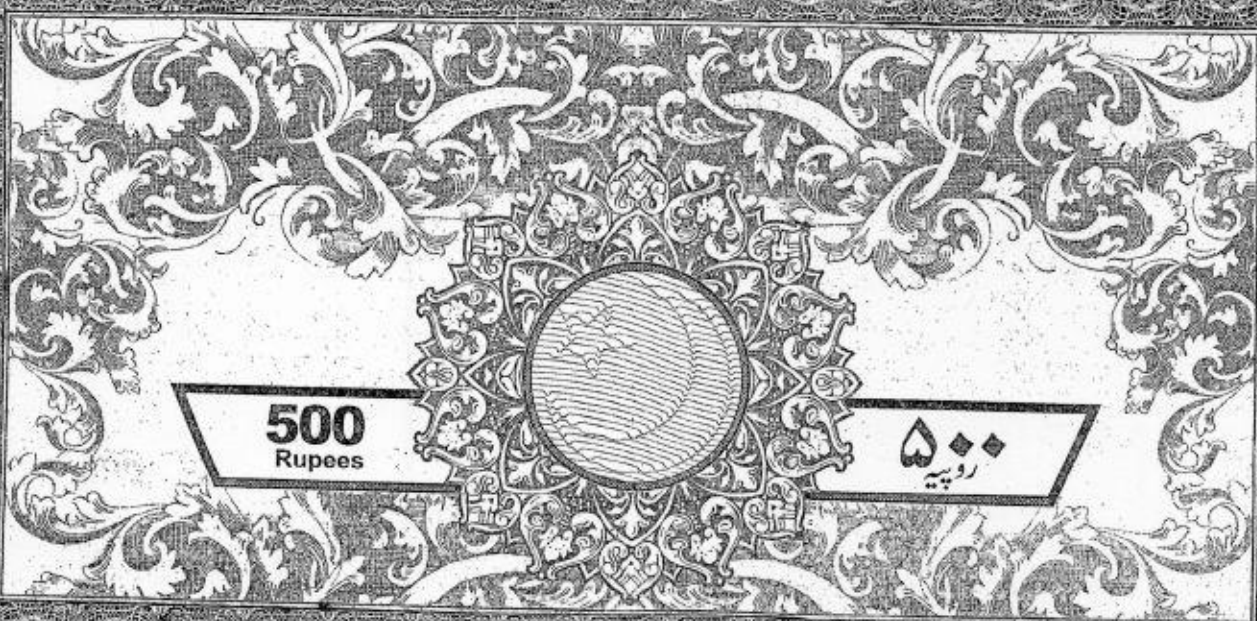
Signature of Executive
required.

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336532

0300 6317997



MEEL A. SHAIKH STAMP VENDOR
Licence # 34, Shop # 30
Centre Block-5 Clifton Karachi.

27 OCT 2015

Date: 12/10
With Address: Ms. Aminy Usman Advocate
With Address: 4C/42065
Attached: 4C
Vendors Signature: [Signature]

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Sub Registrar-I
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12/10
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TRUST DEED

THIS DEED OF TRUST IS entered on _____ day of _____, 2015 by:

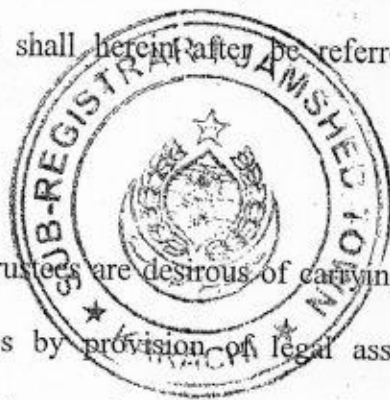
- (i) Faisal Siddiqi, son of Badarul Hameed Siddiqi, Muslim, Adult, and holding CNIC No. 42201 2141377-9, resident of House No. 103/1, Khayaban-e-Hilal, Phase VI, D.H.A. Karachi.
- (ii) Khalid Mehmood, Son of (Late) Mehmood Hussain, and holding CNIC No. 42301-1350133-5, resident of House No. 65/1, 3rd Street, off Khayaban-e-Badban, Phase 5, Karachi.

BK
31/10/15
[Signature]

[Signature]
10/11/2015

[The abovementioned two persons mentioned at Serial No.(i) & (ii) are the Settlers of this Trust and shall hereinafter be referred to as the 'Founder Trustees'].

WHEREAS the Founder Trustees are desirous of carrying on certain public and welfare charitable activities by provision of legal assistance and legal aid, particularly to the victims of rape and sexual assault.



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AND WHEREAS the Founder Trustees for this purpose are desirous of setting up a public charitable trust that aims to provide legal aid and assistance to all victims of rape and sexual assault and to those victims of rape and sexual assault who cannot afford to pay for it and to promote awareness in respect of criminal justice system tackling offences of rape and sexual assault.

AND WHEREAS the Founder Trustees have agreed to become the Founder Trustees of the public charitable trust and to carry out the obligations under this Trust Deed.

NOW, THEREFORE, in pursuance of the aforesaid, THIS TRUST DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:

1. NAME AND REGISTERED OFFICE OF THE TRUST:

The Trust shall be known as 'Legal Aid Foundation for Victims of Rape and Sexual Assault [LRSA]' [herein after referred to as the 'Trust']. The registered office of the Trust shall be situated at 605, Business Centre, 19-A-1, Block 6, P.E.C.H.S., Shahrah-e-Faisal, Karachi.

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2. NAMES OF THE FIRST TRUSTEES:

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The names and addresses of the First Trustee of the Trust (which includes the 'Founder Trustees' of this Trust) are as follows:



- i. Faisal Siddiqi, son of Badarul Hameed Siddiqi, Muslim, Adult, and holding CNIC No. 42201 2141377-9, resident of House No. 103/1, Khayaban-e-Hilal, Phase VI, D.H.A. Karachi;
- ii. Khalid Mahmood, Son of (Late) Mahmood Hussain, Muslim, Adult and holding CNIC No. 42301-1350133-5, resident of House No. 65/1, 3rd Street, off Khayaban-e-Badban, Phase 5, Karachi;
- iii. Javed Iqbal (Burqi), son of (late) Muhammad Deen, Muslim, Adult, and holding CNIC No. 42101-5610157-5, Resident of 14/10-4A, Nazimabad, Karachi;
- iv. Mrs. Shaheen Suleman, wife of Dr. Muhammad Suleman, Muslim, Adult, and holding CNIC No. 42301-5861489-2, Resident of 59/1, Khayaban-e-Saadi, Phase VII, D.H.A., Karachi.

Unless there is anything repugnant in the context, the term 'Trustees' used herein after, shall refer to the above trustees as well as to any future trustee(s), who may replace the above trustee(s), as may be appointed to the Board of Trustees.

3. PROPERTY VESTED IN THE TRUSTEES:

For affecting the objects of the Trust, the Founder Trustees hereby assign and transfer absolutely unto the Trust a sum of Rs.10,000/- (Rupees Ten Thousand) [herein after referred to as the 'original corpus of the Trust'].

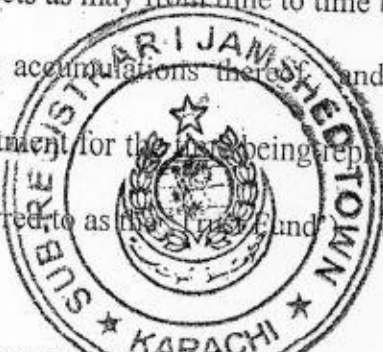
For effectuating the desires of the Founder Trustees and in consideration of the premises, the Trustees agree and declare that they shall stand possessed of the

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original corpus of the Trust and such further sums of donations and subscriptions
 in cash or kind or assets as may from time to time be received to the Trust and the
 income with all the accumulations thereof and the additions and accretions
 thereto and the investment for the Trust being representing the same (all of which
 hereafter be also referred to as the Trust and

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4. THE OBJECTS OF THE TRUST:

The basic objectives of the Trust are as follows:

- a) To provide Legal Aid, Legal Advice and all requisite Legal Services to victims of rape and sexual assault, including but not limited to, victims of acid attack which are necessary for prosecuting the accused involved in offences of rape, sexual assault and acid attack;
- b) To initiate legal proceedings including, but not limited to, Public Interest Litigation in relation to matters of rape, sexual assault and acid attack;
- c) To institute, sign, verify and file any proceedings and documents in Court or before any other forum in connection with, matters of rape and sexual assault, including any of type pleadings, Affidavits, Applications, Replies or other documents;
- d) To provide access to Courts and other forums and all necessary and ancillary Legal Support to the victims of rape and sexual assault, including but not limited to, acid attack for obtaining justice against the offences of rape, sexual assault, acid attack by providing access to lawyers and other professionals, in addition to, provision of guidance on the criminal justice system to familiarize the victims of rape with the Court proceedings;
- e) To provide pre-trial consultation to the victims of rape and sexual assault testifying in Courts on their respective cases, which includes follow-up and briefing with the rape survivors after their consultation with the public prosecutor, lawyers and/or Police, and provision of guidance and information to victims of rape and sexual assault about the trial process.



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their testimony in Court, their rights and responsibilities regarding the trial and to respond to all questions or concerns that they may have about the trial;

- f) To provide essential non-legal services to the victims of rape and sexual assault, which include but are not limited to, medical assistance, counseling for psychological trauma and post-traumatic stress to rape and sexual assault survivors, their families, partners and others who are affected, economic services and practical services (including but not limited to lodging of FIR, assistance in preservation of evidence and medico-legal assistance);
- g) To initiate special projects for survivors of rape and sexual assault to speak to media or community groups about their experiences;
To conduct talks, workshops and training for community groups and members of criminal justice system;
- i) To initiate special projects such as telephone helpline and counseling service for survivors of rape and sexual assault;
- j) To raise awareness, as far as, issues of access to justice for victims of rape and sexual assault are concerned;
- k) To initiate and conduct research in effectively tackling offences of rape and sexual assault within the criminal justice system;
- l) To initiate policies and other reforms in favour of victims of rape and sexual assault;
- m) To address all issues related for the welfare to the victims of rape and sexual assault, including but not limited to victims of acid attack;
- n) To address issues pertaining to the safety and security of the victims of rape and sexual assault, including but not limited to victims of acid attack;
- o) To gather financial and human resources to enable effective handling of cases of rape and sexual assault in Courts and other forums.

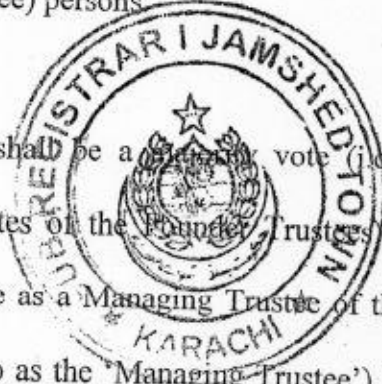


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5. THE BOARD OF TRUSTEES:

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- a) The Board of Trustees shall not exceed 10 (ten) person and shall not be less than 3 (three) persons
- b) The Trustees shall be a majority vote (i.e. which majority votes will include the votes of the Founder Trustees), appoint one from amongst them, a Trustee as a Managing Trustee of the Board of Trustees (herein after referred to as the 'Managing Trustee'). The Managing Trustee shall hold office for a term of Five (05) years only, and he/she will not be eligible to be co-opted or appointed as the Managing Trustee for consecutive terms in office. The Managing Trustee may resign his post even before the expiry of his/her term of office.
- c) The Managing Trustee can do any act or thing and exercise any function or power delegated to it by the Board of Trustees and/or by the Founding Trustees.
- d) The Trustees may, from time to time, by a majority vote (i.e. which majority votes will include the votes of the Founder Trustees), appoint such persons as Trustees, as they deem fit. All such appointments shall be within the maximum number prescribed hereinabove.
- e) The Trustees shall hold office, as Trustees for life, unless and until they are unwilling or unable to discharge their duties. Notwithstanding the above, any Trustee [except the Founder Trustees], including but not restricted to the Managing Trustee, who does not attend two consecutive annual general board meetings would stand automatically discharged from his/her duties as a Trustee of the Trust unless the Board of Trustees approves/allows the absence of the said trustee on the request of the said trustee.



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f) Notwithstanding the above, any Trustee [except the Founder Trustees, including but not restricted to the Managing Trustee, may be removed from office by a majority vote (i.e. which majority votes will include the votes of the Founder Trustees) on the ground of moral turpitude or on the ground that such trustee is unable or unwilling to carry on his duties as a Trustee.



g) A Trustee shall continue to hold office until such time as the Board of Trustees accepts his resignation and in the event the Board of Trustees discharges him from his duties, such a discharge would have effect from the date on which such a decision to discharge is taken by the Board of Trustees. This clause will only apply to the Founder Trustees if both the Founder Trustees agree to the application of this clause.

h) In case, even if one and/or any of the Founder Members retires, dies or resigns, the Trust will not dissolve and shall continue to subsist and perform all functions for the purposes of achieving the objects of the Trust, in accordance with the Trust Deed and applicable laws.

i) The Trustees and Managing Trustee will serve the Trust in an honorary capacity and will not be entitled to any remuneration as a Trustee or Managing Trustee.

j) The Trustee(s) shall be individually accountable only for such moneys, securities and other properties, as they shall actually receive, notwithstanding their signing any receipt. Each Trustee shall be answerable and accountable for his own acts, receipts, neglects or faults and not for those of the other Trustee(s), not for the insufficiency or deficiency of any funds, securities or other properties, nor for any other loss, unless the same is a consequence of any act and/or omission or any willful default or negligence by the said Trustee.

k) The Founding Trustees shall have absolute powers of decision-making, which may be exercised without the approval of the Board of Trustees.



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The removal of the Founding Trustees for any act/or omission or willful default or negligence can only take place by the unanimous decision of the Board of Trustees.

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6. THE BOARD OF TRUSTEES SHALL HAVE THE FOLLOWING POWERS AND FUNCTIONS:

- a) To manage the properties of the Trust and to solicit and receive and administer funds, received from any lawful source, and to dispose off the same for any purpose of the Trust in any lawful manner.
- b) To acquire by gift, purchase, exchange lease or otherwise lands, buildings or other properties movable or immovable, together with all rights appurtenant thereto.
- c) To contract, incur obligations and otherwise make legally binding agreements of whatever kind and purpose upon such terms and conditions as the Board of Trustees deem fit and advisable.
- d) To raise funds for the Trust by gift, donations or otherwise.
- e) To invest the monies of the Trust upon such terms and conditions as the
a. Board of Trustees deem fit and advisable.
- f) To sue and defend legal proceedings on behalf of the Trust, including but not restricted to compromise, settlement or reference to arbitration.
- g) To authorize person (s) to initiate, institute, sign, verify and file legal proceedings including not limited to Public Interest Litigation, in connection with matters of rape and sexual assault.



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- h) To make, sign and execute all documents and instruments ²¹ ~~which~~ may be necessary or proper for carrying on the management of ^{Sub Registrar} ~~the property~~ or affairs of the Trust.
- i) To grant receipts, sign and execute instruments and to endorse or discount cheques or other negotiable instruments through its accredited agents.
- j) To appoint ~~a~~ working group consisting of the Trustees, and or other persons, whomsoever the Board of Trustees shall by a majority vote (i.e. which majority votes will include atleast the votes of the Founder Trustees) deem fit and advisable to appoint, with the duties and responsibilities of matters connected with the management administration of the Trust, and any other duties and/or functions delegated to the working group which are incidental to the attainment of the objectives of the Trust.
- k) To appoint such number of officials/employees as may be required to perform the functions of the Trust for the fulfillment of its objectives properly and the conditions of the employment shall be determined by regulations framed/designed by the Board of Trustees.
- l) To appoint a Board of Legal Advisers, whomsoever the Board of Trustees shall by a majority vote (i.e. which majority votes will include atleast the votes of the Founder Trustees) deem fit and advisable, for advising the Board of Trustees regarding the functioning of the Trust and for carrying out all duties and responsibilities in relation to Legal matters and compliances incidental to and necessary for the attainment of the objectives of the Trust.
- m) To do any other act or thing and exercise any other function or power permitted by law to the Trust which is incidental and conducive to the

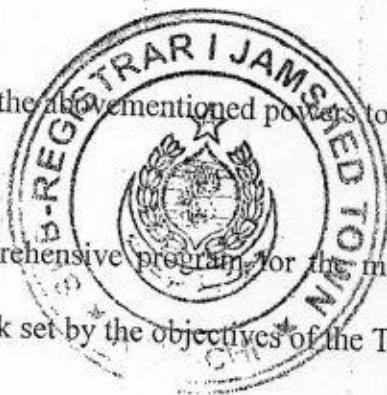


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15/11/2015

attainment of any of the aforesaid rights and duties and incidental to the attainment of any other objectives of the Trust.

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- n) To open and operate one or more bank accounts in the name of the Trust.
- o) To delegate any of the above mentioned powers to any trustee or trustees.
- p) To develop a comprehensive program for the management of the Trust within the framework set by the objectives of the Trust.



THE WORKING GROUP SHALL HAVE THE FOLLOWING POWERS AND FUNCTIONS:

- a) The working group can raise funds for the management and administration of the Trust from whatever source they in their absolute discretion deem fit.
- b) The working group will be responsible for initiating and managing the working plan of the year.
- c) Notwithstanding anything contained in this Trust Deed, the members of the working group will be paid a reasonable amount for their services as working group members. The amount to be paid to each individual member of the working group would be determined by the Board of Trustees in a meeting that members of the working group will not be allowed to participate in.
- d) The working group can do any other act or thing and exercise any other function or power delegated to it by the Board of Trustees, which is incidental and conducive to the attainment of any of the aforesaid rights and duties and incidental to the attainment of objectives of the Trust.



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- e) The working group shall be headed by an individual ²¹ appointed by the Board of Trustees who will be responsible for ensuring that the working group carries out all duties and responsibilities necessary for the attainment of the objectives of the Trust.

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8. MEETINGS OF THE BOARD OF TRUSTEES:

- a) The Board of Trustees shall all meet once every calendar year for an annual general board meeting. They may in addition to the annual general board meeting, meet from time to time as and when necessary to transact business, and for any other purpose as is set out in the agenda of the meetings. Every meeting of the Board of Trustees, shall be duly convened by giving seven days notice which shall include the agenda, time and venue of the said meeting, and shall be served upon all Trustees in the manner given under Sub-Para (b) below.
- b) A special meeting of the Board of Trustees may be summoned by requisition by any of the Trustee(s). A notice for such a meeting has to be served on all the Trustees either by post, telegram, telex, fax or e-mail. The Board of Trustees if in such a meeting pass a resolution, such a resolution has to be circulated to all the Trustees including those not present at the meeting, either by post, telex, telegram, fax or e-mail.
- c) The quorum for any meeting of the Board of Trustees shall be one-third of the total number of Trustees or a minimum of three Trustees. In case there is no quorum at the time fixed for the meeting, the meeting shall stand adjourned to another date.
- d) All meetings of the Board of Trustees shall be presided over by the Managing Trustee. In the event the Managing Trustee is unable to attend any meeting of the Board of Trustees, the Trustees present at the meeting



Handwritten signature and date:
1/2/2015

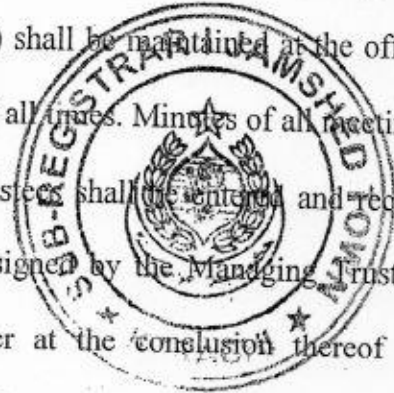
shall nominate a presiding officer from amongst the Trustees to preside over the meeting. Such presiding officer shall have the casting vote in the event of a tie, but shall not be entitled to any of the powers of the Managing Trustee.

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- e) A 'Book of Minutes of the Board of Trustees' (hereinafter referred to as the 'Minutes Book') shall be maintained at the office of the Trust by the Board of Trustees at all times. Minutes of all meetings and all proceedings of the Board of Trustees shall be entered and recorded in such Minutes Book and shall be signed by the Managing Trustee, who presides over such meetings either at the conclusion thereof or at the subsequent meeting when the minutes are confirmed. Copies of resolution passed or deemed to have been passed by circulation shall be pasted in the Minutes Book.

9. ADMINISTRATION OF THE TRUST:

- a) The Trustees shall, at all times, be empowered to accumulate the whole or any part of the funds/income of the Trust for the purpose of achieving and or furthering the objects of the Trust set out hereinabove provided that such accumulation shall be in accordance with the requirement of the Income Tax Ordinance, 2001, and the Rules made there under from time to time.
- b) None of the powers enumerated above will be deemed to authorize the carrying of any activity for profit by the Trustees.
- c) The affairs of the Trust herein contained shall be carried on, administered and managed in accordance with the Rules and Regulations to be framed by the Board of Trustees.



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- d) The accounts of the Trust shall be maintained with such bank as the Board of Trustees may determine, and cheques on such account shall be drawn by any or such Trustee or Trustees as the Board of Trustees may decide.
- e) The Board of Trustees shall cause to be kept true accounts relating to the said Trust and such accounts shall contain proper particulars of the money received and expended by the Board of Trustees and the matters in respect of which such receipts and expenses take place as also such other particulars as may be usual in the accounts of a like nature. The books of accounts and other appears and documents relating to the said Trust shall be kept at the office of the Trust and shall be open to inspection by the Board of Trustees at all reasonable time.
- f) The accounts of the Trust shall be audited every year by an auditor appointed by the Trustees and shall be placed before the annual meeting of the Board of Trustees.
- g) Except in so far as may be otherwise provided, all decisions of the Board of Trustees shall be taken by a majority vote of the Trustees, in the event of a tie, the Managing Trustee shall have the casting vote.

10. OPERATIONS OF THE BANK ACCOUNT:

- a) All Cheques shall be signed jointly by the persons and/or Trustees as authorized by the Board of Trustees.

11. ACQUISITION AND SALE OF TRUST PROPERTIES:

- a) The Board of Trustees shall purchase or sell immovable properties or movable properties in the course of managing the Trust. However, if immovable property is acquired or purchased by any Trustee in respect of the Trust it must be declared by a non-testamentary instrument in writing



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and signed by the Managing Trustee and registered as per Section 5 of the Trusts Act of 1882. Any sale of immovable property in the name of the Trust shall require prior consent of all Trustees, and in the event of a disagreement, by a majority vote of all the Trustees in the general meeting.

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12. DISSOLUTION OF THE TRUST:

- a) In the event of dissolution of the Trust, the assets of the Trust, after clearance of all debts and liabilities, shall be transferred to such organization and/or programme having an object similar to that of the Trust, as the Board of Trustees may deem fit. No part of the properties and assets shall be distributed amongst the Trustees.



13. REVOCATION OF TRUST:

- a) Only the Founder Trustees may revoke the Trust whenever they think appropriate, provided that a meeting of the Board of Trustees is convened for this purpose and such a resolution is approved by a majority of the Trustees [including the Founder Trustees].

14. AMENDMENT TO THIS DEED OF DECLARATION OF TRUST:

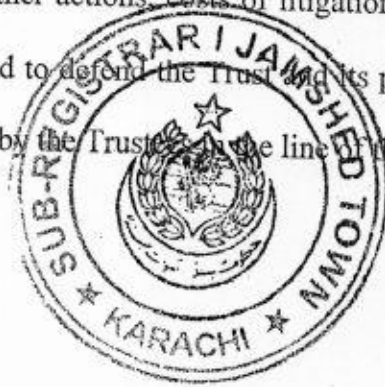
- a) The Trustees shall be entitled by a Deed supplemental hereto to modify or add to the provisions of this Deed of Declaration of Trust in such a manner and to such extent as they may consider expedient for any purpose, provided, that the majority of the Trustees (including the Founder Trustees) shall certify in writing that in their opinion such modification or addition is required only to enable the provisions of this Deed to be more conveniently or economically managed and does not alter the fundamental objects of the Trust.



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15. INDEMNITY:

- a) The Trustees shall be kept indemnified out of the assets of the Trust against all legal or other actions, costs of litigation, claims and liabilities arising out of the need to defend the Trust and its properties and assets or out of any deed done by the Trustees in the line of their duty as Trustees.



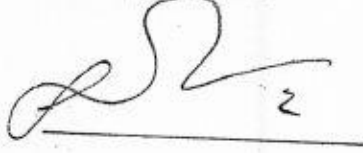
Signature
10/11/2015



IN WITNESS HEREOF the FOUNDER TRUSTEES hereto have set their hands respectively on this _____ day of _____, 2015.

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Jamshed Town

EXECUTANTS:



First Trustee

Name: Javed Iqbal Burki

Address: House No.14/10-4A, Nazimabad, Karachi

CNIC# 42101-5610157-5



Authorised for and On behalf of:

1. Founder and First Trustee i.e. Faisal Siddiqi

Address: House No. 103/1, Khayaban-e-Hilal, Phase VI, D.H.A. Karachi;

CNIC # 42201 2141377-9

2. Founder and First Trustee i.e. Khalid Mehmood


Address: House No. 65/1, 3rd Street, off Khayaban-e-Badban, Phase 5,

Karachi; CNIC # 42301-1350133-5

3. First Trustee i.e. Shaheen Suleman

Address: House No. 59/1, Khayaban-e-Saadi, Phase VII, D.H.A., Karachi;


CNIC# 42301-5861489-2.


10/11/2015

SIGNED BY THE WITHIN-NAMED TRUSTEES on this _____ day of _____, 2015, in acceptance of the position as a Trustee of the Trust, herein created and accepted by them.

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Sub Recd
Jamshed 1

WITNESSES:

1. 

Name: Waseem Iqbal

Address: H. No 315, DOHS-1, MALIR Cantt, Karachi.

CNIC # 37203-6009775-1.

2. 

Name: Abdul Ghani

Address: H. No. 179, Bhittiabad, Gulistan 4th Sector - D-Block

CNIC # 41201-7596780-



Mr
10/11/2015



|| JA ||
|| AF ||

Javed Iqbal

4190
S. NO. _____
Presented in the office of
Sub-Registrar Office-I,
Jamshed Town
on 10 NOV 2015
Between: Hrs. 9 to _____
Joh. Q
Sub-Registrar-I
Jamshed Town, Karachi.

Urgent Microfilming Fee
Rs. 400 Receipt No: 33
Date: 10-11-2015

received Registration Fee as follows
Registration fee: _____ 40 -
Micro Filming Fee: _____ 295 -
Endorsement Fee: _____ 5 -
Search Fee: _____
Penalties u/s 25/24: _____
Postage Charges: _____ 340/-
Joh. Q
Sub-Registrar-I
Jamshed Town, Karachi

Joh. Q
Sub-Registrar-I
Jamshed Town, Karachi

Mr/Mrs/Miss: Javed Iqbal Burki
S. Do W/o Muhamamad Din
Executing Party Business/Service _____
Muslim Adult Age _____
R. of Karachi Karachi
Admits execution of this deed.
NIC NO: 42101F5610157-15

Reg
Boo
Date

Javed Iqbal



Waseem Iqbal
Waseem Iqbal
Advocate
L.C. 15948

States that he personally
knows the above executant
and identifies
Date: 10 NOV 2015
Joh. Q
Sub-Registrar-I
Jamshed Town, Karachi

Note: Receipt - Adjourned for want of
CN & card sheet

Joh. Q
SUB-REGISTRAR-I
JAMSHED TOWN
KARACHI