



ACKNOWLEDGEMENT OF DONATION

This Acknowledgement of Donation ("Agreement") is entered into on 24th day of March, 2021

BETWEEN

Bahria Town (Pvt.) Ltd. having its registered office at ~~Sector-1~~, Phase-2 Bahria Enclave ("Donor"), ~~Islamabad~~

Rawal Pind
[Signature]

AND

Al-Qadir University Project Trust having its registered office at Bani Gala House, Islamabad (Trust")

A. WHEREAS the Donor is a private limited company engaged in the business of real estate development which owns, develops and manages properties across Pakistan and is also involved in undertaking various charitable works.

B. AND WHEREAS the Trust is established with the purpose of providing quality education to all sections of society and facilitate effective learning by setting up educational institutions, more specifically setting up the Al-Qadir University in Tehsil Sohawa District Jehlum.

C. AND WHEREAS the Donor is interested in donating the Land measuring 458 Kanals, 4 Merlas, 58sqft located at Mouza Bakrala Had Bast No.77 Tehsil Sohawa District Jehlum (hereinafter be referred to as the "Land") and building thereon to the Trust for the purposes of establishment of a university known as "Al-Qadir University" as charity in accordance with the injunctions of Islam.

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[Signature]

[Signature] TED

1. **Declaration of Donation**

- 1.1. The Donor hereby confirms and declares that it has already paid the sale price of Rs. Five Hundred Million for the Land to the owners with the sole intention of giving the same as charity to the Trust.
- 1.2. The Donor hereby further declares that the Land was initially purchased and mutated vide mutations No. 1342, 1348, 1340, 1338, 1344, 1336, 1351, 1343, 1347 in April 2019 in the name of "Al-Qadir Trust University" through its sole proprietor Mr. Syed Zulfiqar Abbas Bukhari s/o Syed Wajid Hussain Bukhari because the Trust was under the process of creation at the time of purchase which has now been created and registered vide Trust Deed dated 26.12.2019 as amended on 10.07.2020.
- 1.3. The Donor hereby further declares and confirms that it has caused the Land to be transferred from the name of sole proprietorship Al-Qadir Trust University of Mr. Zulfi Bukhari (Al-Qadir Trust University) to the Trust on 22nd January 2021, registered as document No. 71, Book I, Vol No. 123, Pages 61-63 dated 22.01.2021, as donation from the Donor to the Trust in order to achieve the specific purpose:
- i. Of establishing the proposed "Al-Qadir University" over the Land for the Trust;
 - ii. Of use as the campus of the proposed "Al-Qadir University"; and
 - iii. For construction of the building, facilities, infrastructure thereon of the proposed "Al-Qadir University".
- 1.4. The Donor hereby further declares and confirms that it has already constructed a portion of building for the university on the Land which is also transferred to the Trust along with the transfer of the Land, as donation.
- 1.5. The Donor hereby further undertakes and confirms that it shall, at the Donor's own cost and expense and without claiming any amount or charging any fee, remuneration, commission, service charges, costs and expense from the Trust or trustees, construct and complete the building, facilities and infrastructure etc. along with all amenities required for establishing and running of the proposed "Al-Qadir University" according to the maps, design and approvals provided to the Donor by the Trust. This construction shall be undertaken and completed by the Donor as a donation to the Trust for the purposes of establishing and running the proposed "Al-Qadir University" only.
- 1.6. For the purpose of clarification the Donor hereby further agrees and undertakes that it shall also bear and pay all expenditure and payments to the vendors, contractors, engineers, architects,

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1.7. The money spent on the purchase of Land and construction and completion of the building, facilities, infrastructure and amenities etc. thereon shall be the Donor's charity to the Trust in order to seek the blessings of Almighty Allah.

1.8. The Donor further declares that the Land and the building, facilities, infrastructure and amenities etc. constructed, to be constructed/completed thereon are exclusively for the benefit of the Trust and for the use of objects and purposes mentioned in this Agreement and no trustee or any other employee shall have any right, title or entitlement to the said Land and building, facilities, infrastructure etc. thereon or use the same for their own personal benefit in any manner whatsoever nor shall the trustees and their relatives be paid, transferred directly or indirectly by way of profit, dividend, bonus or otherwise any part of the Land or building, infrastructure etc. thereon and neither shall the Trust or the trustees sell the Land or building infrastructure etc. for any personal gain. Provided however, that if for some reason the Land and building is not required for the purpose of the proposed "Al-Qadir University" then the Trust shall be authorized to utilize the same for the purposes of the Trust only as mentioned in the Trust Deed of the Trust.

2. **Other Donation**

2.1 The Donor may contribute funds/money to the Trust for setting up and running the Al-Qadir University Project Trust in Tehsil Sohawa, District Jhelum from time to time. Any funds and money given by the Donor for these purposes are with the sole intention of giving the same as charity to the Trust.

3. **Acceptance of Donation**

3.1 The Trust hereby accepts and acknowledges the aforesaid contribution of the Donor in the shape of the Land and the building, facilities, infrastructure and amenities etc. constructed, to be constructed/completed thereon as donation by the Donor for the use of objects and purposes mentioned in this Agreement.

4. **Relationship of Parties**

4.1 The parties shall expressly disclaim any intention to create a partnership, joint venture or agency relationship. It is understood, acknowledged and agreed that nothing contained in this agreement nor any acts of the parties shall constitute or be deemed to constitute the parties as partners, joint ventures or principal and agent in any way or for any purpose.

5. **Representations and Warranties**

5.1 The Trust represents and warrants as follows:



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- ii. That the Trust has full authority and power to enter into this Agreement and accept the charity from the Donor.
- iii. That the Land and the building, facilities, infrastructure etc. are exclusively for the benefit of the Trust and for the use of objects and purposes mentioned in this Agreement and no trustee or any other employee shall have any right, title or entitlement to the said Land and building, facilities, infrastructure etc. thereon nor shall they use the same for their own person benefit.

5.2 The Donor represents and warrants as follows:

- i. That the Donor has caused the Land and building to be transferred along with the possession to the Trust at the cost and expense of the Donor.
- ii. That the Donor shall complete the building infrastructure along with all amenities as per design, drawings, maps and approvals out of the charity amount.
- iii. That the Land is free from all security interests, pledge, lease, mortgages, lien or any other encumbrances and charges.
- iv. That there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Land.

6. **Modification in Original Plan**

6.1 Any modification to the original plan or maps of the building for the proposed "Al-Qadir University" shall be conveyed to the Donor by the Trust.

7. **Disclosure of Donation**

7.1 The parties hereto acknowledge that the Donor and Trust shall disclose all required information and file all returns as may be necessary to all concerned departments / offices of the Government including the Federal Board of Revenue.

7.2 Notwithstanding any other provision in this Agreement, the Trust understands and agrees that the Donor reserves the right to post on a website accessible to the public, information regarding funding the donation under this Agreement, whether or not required by law, including the identity of the Trust, the value of the contribution, and the purposes for such contribution, and other information as the Donor may deem fit.

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... or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other party.

9. **No Third Party Beneficiaries**

9.1 This Agreement insures to the benefit of the Trust and the Donor only, and no third party including the trustees shall have any rights and interest or benefit and advantage of whatsoever nature, except as expressly provided herein.

10. **Amendment**

10.1 This Agreement may not be amended other than by in writing signed by authorized representatives of both parties. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements, understandings or arrangements.

11. **Indemnification**

11.1 The Donor hereby agrees to indemnify and hold harmless the trust from any and all claims, liability, damages, arising from the transfer of the land and the construction and completion of the building, facilities, infrastructure and amenities etc. thereon except those arising from the sole negligence or willful misconduct of the Trust.

12. **Effective Date**

12.1 This Agreement shall take effect from March 2019.

IN WITNESS WHEREOF, the parties have signed and thereby caused this Agreement to be duly executed and effective as of the date mentioned in this agreement.

Agreed to and signed by:

The Donor

For and on behalf of
Bahria Town (Pvt.) Ltd

WITNESSES:-

1.

Name.....

CNIC No.:

Bushra Khan

The Trust

For and on behalf of
Al-Qadir University
Project Trust

2.

Name.....

CNIC No.: