**WAKF FOR PUBLIC PURPOSES**

THIS DEED of Wakf made at …………..this ……..day…………..of…………..20…………..by A, son of …………..resident of ...................... hereinafter called the wakif.

WHEREAS the wakif is absolutely seized and possessed of the land and premises situate at …………..and more particularly described in the Schedule hereunder;

AND WHEREAS the wakif having no wife, or children and has sufficient means for his maintenance during his life time and is desirous to dedicate his properties to God Almighty for pious, religious and charitable purposes as recognised by Islam in the manner hereinafter mentioned,

AND WHEREAS the properties described in the Schedule hereunder are free from any debt, mortgage, lien or charge or encumbrance whatsoever;

AND WHEREAS the value of the said properties is Rs . ...............for the purposes of this deed.

NOW THIS DEED WITNESSETH THAT the wakif hereby dedicates all the properties more particularly described in the First Schedule hereto unto God Almighty, for pious, religious and charitable purposes as hereinafter provided and extinguishes all his rights of ownership absolutely and forever and declares as follows:

(2) The wakif hereby appoints A, son of …………..resident of …………........................as the first mutawalli of the wakf and has delivered the possession of the aforesaid wakf property to him as such mutawalli. He shall sell the part of the wakf properties mentioned in the Second Schedule hereto and shall construct a Madarsa, which shall be used for imparting Urdu and Islamic culture to the muslim children without any distinction of sect or school of thought.

(3) The mutawalli will nominate his successor and thereafter next mutawalli will nominate his successor in office, provided that if any mutawalli dies without nominating a successor or such nominee refuses to accept the office of mutawalliship or becomes unfit or incapable to hold the said office, the mutawalli will be appointed by the court.

(4) The mutawalli shall manage the wakf property and shall collect rent and income of the wakf properties and shall pay and discharge taxes, land revenue, cesses, and necessary expenses for repair of the wakf properties.

(5) The mutawalli shall utillse the income of the wakf properties after meeting the costs and expenses, etc. for the following purposes or anyone or more of them as the mutawalli thinks fit:

(i) To maintain and run the Madarsa erected by the wakf;

(ii) To provide food and clothes to the poor muslims;

(iii) To provide money for the poor pilgrims proceeding to Kaaba Sharif;

(iv) To support and assist orphans, aged and invalid persons;

(v) To support upkeeping and maintenance of the Imambara at.....................;

(vi) To provide money for majlis and other celebrations in connection with the Muharram

(6) Subject to the provisions of clause 2 hereof, the mutawalli shall not be entitled to sell, mortgage or otherwise alienate the properties of the wakf or any part thereof; Provided that wakf properties can be sold, mortgaged or disposed off with the permission of the court.

(7) The mutawalli will be entitled to remuneration of Rs . …………..per month for his maintenance, which can be increased with the previous permission of the court depending upon the rising cost. The mutawalli will also be entitled free residential quarter in the building of Madarsa for himself and family.

(8) The mutawalli shall maintain proper books of accounts of theincome and expenditure of the wakf properties and the said accounts shall be audited each year by a chartered accountant. The copy of the audited account and balance sheet will be submitted by the mutawalli to the public authorities as required by law.

(9) In the case of any doubt or difficulty in implementing this deed, the mutawalli shall apply to the Civil Court and obtain and comply with directions as may be issued by the said court.

IN WITNESS WHEREOF the wakif has signed this deed on the date and year first hereinabove written.

The First Schedule above referred to

The Second Schedule above referred to

WITNESSES Signed and delivered by the within named wakif A

1.

2.