**APPOINTMENT OF A FRESH TRUSTEE**

THIS TRUST DEED is made

Between

Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.\_\_\_\_

s/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

s/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And

Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 s/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter referred to as "the continuing trustees" of the one part

AND

Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 s/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the fresh trustee") of the other part.

WHEREAS

1. A deed of trust (hereinafter referred to as "the trust deed") was executed on \_\_\_\_\_\_\_\_ between Mr.\_\_\_\_\_\_\_\_\_\_\_ s/o Mr. \_\_\_\_\_\_\_\_\_\_\_ r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the author of the trust) and between Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_ s/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_ r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the continuing trustees whereby the said Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the continuing trustees were selected as trustees for the purposes stated in the trust deed.

2. The Clause \_\_\_ of the trust deed lays that if vacancy falls among the said trustees, the remaining trustees shall be empowered to select a fresh trustee for filling the vacancy.

3. The said Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ expired on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/resigned with effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ thence causing a vacancy amongst the trustees.

4. The continuing trustees, due to power conferred in them under clause\_\_\_\_\_\_\_\_\_\_\_\_\_ of the trust deed proposed to select Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the trustee in lieu of the said Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOW THIS DEED WITNESSETH AS FOLLOWS:

That the continuing trustees, due to powers conferred in them under trust deed, hereby appoint the fresh trustee as trustee of said trust, for all purposes in lieu of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, conjointly with the continuing trustees in the trust deed AND declare that after it the continuing trustees and fresh trustee shall be holding trust property as trustees per trust deed and act on all powers and perform all the obligations of trustees as given in the trust deed as if the fresh trustee was appointed originally as trustee under trust deed.

IN WITNESS WHERE OF, the parties hereunto have signed this deed

Date:

Place;

Witness:

**DECLARATION FOR TRUST**

**(TRUST)**

THIS DECLARATION OF TRUST made at this           day of             by Shri             , son of            , by caste    , by occupation            , residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the 'Founder') is as follows:-

WHEREAS the donor had dedicated and endowed a sum of Rs. 5,100/- (Rupees Five thousand and one hundred only) and has created a charitable trust for the benefit of the public which is being called as

Charitable Trust, subject to the following terms and conditions as set out hereunder:-

AND WHEREAS it has now been considered as expedient and desirable to reduce the terms and conditions of the creation of the above said charitable trust in writing:-

AND WHEREAS with a view to secure proper and permanent administration of the Trust, it is considered to execute a formal Deed of Trust:

NOW THIS DEED WITNESSETH and it is hereby declared as follows:-

1)       The name of the Trust shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the 'Trust').

2)       The above said sum of Rs shall be the property of the Trust.

3) The term 'Trust Property' shall mean and include the said sum of Rs. 5,100/-(Rupees five thousand and one hundred only) all additions and accretions hereto, the income thereof and the acquisition therewith in whatever form and all other property which may from time to time vest in, or come from any source to, the Trust.

4) The Head Office of the Trust shall be situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ but the Trustees shall be at liberty to transfer the same to such other place as may be determined by them from time to time.

5) The objects of the Trust shall include the following:-

(a)  (i)   To open, found, construct, establish, takeover, equip, promote, conduct, maintain, support, subsidise, grant aids, to make donations to hospitals, schools, colleges, pathshalas, boarding houses, reading rooms,  libraries, art, music or  literary societies and other institutions, educational or otherwise, associations, printing presses, journals, newspapers, periodicals   and  other  publications   for   imparting   or      developing commercial, industrial, legal, medical engineering, scientific or other knowledge or training.

(ii) To give stipends, scholarships, travelling expenses, allowances and monetary aids to students and scholars in India and abroad;

(iii) To open, found, establish, equip, finance, assist, maintain, or contribute to technical, industrial, or commercial concerns, institutions, associations, or bodies imparting any type of training or providing employment to persons;

(iv) To open, found, conduct, maintain or contribute to the opening and maintaining of such institutions where work at living wages can be provided to poor and deserving people or which are conducive to the benefit of the poor and the development of  industries;

(v) To promote the well-being of humanity by establishing or assisting the formation or aiding of humanitarian institutions and to start, encourage, promote or support institutions and societies to harmonise social and economic interest of the peoples of the world and to unite them in such a manner as may best ensure the attainment of proper shelter, food and clothing by them, as well as ensure peace and happiness of the humanity at large;

(vi)             To open, found, build, equip, takeover, conduct, maintain and grant aids to dispensaries, maternity homes, hospitals, lunatic asylums or any other institutions of the like nature;

(vii)           To found, construct, maintain, support, assist or grant aids or subscriptions to places for cultural, social or other discourses;

(viii)         To erect, construct, establish, takeover, maintain poor houses, dharmasalas, parks, bridges, bathing ghats, cremation grounds etc for the use of the public.

(ix)             To help widows, orphans, lunatics and indigent persons and to give relief to the poor and distressed;

(x)               To give relief, by subscription or otherwise, during famine, flood, earthquake, pestilence or any other calamity;

(xi)             To establish, help or maintain institutions for the cultural, social or economic advancement within the country;

(xii)           To revive, investigate, promote and spread the ancient science of astrology, jyotish and astronomy.

(xiii)         To give donations, subscriptions or contributions to any other charitable Trust;

(xiv)         To subscribe to such other charitable objects as the Trustees may deem proper.

(b)               For the purpose of carrying out the aforesaid object, the Trustees may

(i)                 Purchase, or otherwise acquire any property, rights, leases and concessions etc;

(ii)               Purchase or otherwise acquire, start, establish, equip or close any business, undertaking or industry;

(iii)             Purchase, acquire or undertake the whole or any part of property and liabilities of any person, firm or company;

(iv)             Train persons in any business or industry and grant them stipends, allowances or bonuses as may be determined by the Trustees from time to time;

(v)               Enter into all necessary contracts incidental or conducive to the fulfillment of the aforesaid objects, provided that the income and profits derived from these shall be utilised for the objects and in the manner provided in this Trust Deed.

6.                  The Trust Property shall vest in the Trustees who shall hold, manage, and administer the same in accordance with the terms and conditions set out herein.

7        a)         There shall not be less than three and not more than seven Trustees who shall together constitute the Board of Trustees.

b)         The following persons shall constitute the first Board of Trustees.  The            number of Trustees may further be increased as provided herein:-

1.

2.

3.

c)       The power to fix the number of Trustees from time to time, to vary the maximum or the minimum number or to appoint new or additional Trustees, to fill up any vacancies, the conditions on which any or these Trustees are appointed, or the manner, if any, in which their successors are to be appointed, shall vest in the Founder. The maximum or minimum number of Trustees fixed by the founder shall not be altered except by him/her.

d)                 The Founder and after him/her, or even in his/her lifetime, if he/she so desires, the Board of Trustees shall in accordance with the terms of this Deed, select, appoint and co-opt one or more Trustees. Such selection, appointment and co-option shall be made by a majority of three-fourth of the number of Trustees and persons so appointed shall hold office and be liable to retirement as herein mentioned. The term 'three-fourths' when it is not a complete integer, shall mean, if the fraction is not less than half, the next higher and when the fraction is below half, the next lower integer.

e)                  The Founder shall hold office as Trustee for his/her lifetime. The other Trustees shall ordinarily hold office for three years, but they shall be eligible for re-appointment after their retirement on the expiry of the term.

Provided that any such Trustee shall also cease to be a Trustee when he is requested in writing by all the other Trustees, without assigning any reason therefore, to vacate his office.

f)       After the death of the founder, in case the requisite number of Trustees either to fill up the minimum number of Trustees is not appointed by the Board of Trustees due to failure of three-fourth majority, the matter of selection and appointment of a suitable person shall be preferred to the Chief Justice of the Supreme Court of India and the selection and appointment made by him, in accordance with the provisions herein, shall be binding on the then Board of Trustees. In case the said Chief Justice refuses to do so or is not successful in selecting a Trustee, the appointment shall, by appropriate proceedings, be made by the Court  having jurisdiction in the matter.

8.      The Founder shall have the power to nominate any one of the Trustees to be the Chairman of the Board of Trustees for such period as he may determine. After his death, the Board of Trustees may appoint any one of themselves as Chairman for such period as they may determine from time to time.

9.  The Trustees shall carry out the aforesaid objects of the Trust from out of the Trust property and from its income.

10.The Trustees shall have full powers to do everything in or for the furtherance of this Trust or beneficial or conducive thereto, subject to the conditions laid down in this Trust Deed.

11.              The Trustees shall have full power and discretion to acquire, hold, carry on and manage any trade or business or any part thereof,  and to employ the whole or any portion of the Trust property or any funds of the Trust in such trade or business, or in running concerns or managing agencies, or in securities or shares and debentures of public or private limited companies or other investments and realise or vary the same or any branch or portion thereof, as they may deem proper from time to time, provided however, that the income profits and gains thereof shall be utilised and applied only for and on behalf of the Trust as provided herein.

12.              The Trustees shall be entitled to sell all kinds of assets and property of the Trust or any part thereof or exchange the same for equality of exchange.

13.              The Trustees may lease or let out on rent or royalty and land or building or any part thereof belonging to the Trust or acquired or constructed for the purposes of the Trust or any land or building vested in it, or sub-lease or give right to exploit any concessions or licenses on such rent or royalty to any person either from year to year or for a term of years and on such other terms and covenants as they may think fit and the rent or royalty so received shall form part of the income of the Trust and be accordingly.

14.              The receipt of the Trustees for any money payable to the Trust upon any sale or exchange or for any rent reserved upon any such lease as aforesaid or otherwise shall be sufficient discharge for the same to any purchaser, mortgagor, lessee or other person dealing with the Trust and such purchaser, mortgagor, lessee or other person shall not be bound or concerned to see to the application of the said money.

15.              The Trustees may, at any time, if they consider it necessary or beneficial to the Trust, raise or borrow money for the use and benefit of the Trust on any terms, and on any security or otherwise, as they may consider proper.

16.              (a)        The Trustees may accept donations and contributions, as gifts or otherwise from any person, corporation, institution, State or Government of any country or from any other Trust; and all these may be accepted in any form, such as money, bullion, ornaments, machinery, workshops , factories running concerns, stores, raw materials, fabricated goods, finished goods, managing agencies, royalties, rights, licenses, concessions, useful animals and movable or immovable property of all kinds.

Provided, however, that the Trustees may decline to accept any such donations or contributions at their discretion without assigning any reasons therefor.   b)                 Such donations, if accepted by the Trustees, shall be dealt with, as regards their investment and disposal, by the Trustees according to the wishes (if any) of the donor, unless such wishes are in violation of any law or in derogation to the objects of the Trust, and, in absence of any Specific directions by the donor, they shall be dealt with according to the decision of the Trustees.

17.      a)      The Trustees may deposit any money, subject to the terms of this Trust Deed and whether required for the expenses of the Trust or not, in any Bank or in any Joint Stock Co and withdraw the same from time to time as they may decide. They may open accounts with any Bank or banking institution.

b)       No portion of the Trust money shall be lent to, or kept in deposit with, any of the Trustees or any firm in which any of the Trustees may be a partner, nor shall any of the Trustees apply any portion of the Trust property or fund for his own use or benefit either directly or indirectly.

18.              The Trustees shall cause to be kept true and correct, accounts of all assets and liabilities and money received and expenses incurred by them in respect of the Trust, and once in every year such accounts together with a balance sheet shall be examined, audited and certified by such auditor or auditors as may be appointed by the Trustees from time to time on such remuneration or otherwise as they may decide. These annual statements of audited accounts shall be adopted and signed by the Trustees soon after the same are ready as stated herein.

b)                 All the main account books of the Trust shall be kept at the head office of the Trust or at such other places as the Trustees may decide. The branches of the Trust, wherever established, may if desired by the Trustees, maintain separate accounts of their own, which shall be incorporated in the Head Office accounts and when considered proper and convenient but not later than the annual closing.

19. a)   The Trustees are authorised to carry on the administration of the Trust in the manner they may consider best, and for the administration of the Trust, including the purpose or policy thereof, they may frame schemes, rules and regulations and may decide the same from time to time as deemed fit. They may also form committees or sub-committees for the purpose of the administration of the Trust or for management of its properties and business.

20                The Founder may appoint any one or more Trustees as Managing Trustee or Managing Trustees and shall have the power to cancel and vary such appointments.  After the death of the Founder, or earlier at his discretion, this power shall vest in the Board of Trustees. To the Managing Trustee (or Managing Trustees) may be delegated such powers as the Founder or the Board of Trustees respectively, as the case may be, may decide from time to time by executing a power of attorney or otherwise authorising the said Managing Trustee (or Managing Trustees)   to act jointly or severally and with or without power to sub-delegate any of such powers to any other person considered fit by the Managing Trustees for that purpose.

21.             The Trustees may appoint paid or honorary Secretary or Manager and other officers and staff to manage and administer the Trust and to maintain the books of accounts of the Trust as well as to carry out correspondence and all other business on behalf of the Trust, as may be necessary, and pay their remuneration.

22.             The Trustees may, in the conduct of the Trust business, employ agents and other employees and pay them salary or commission as they may, at their discretion, consider necessary, and delegate to or confer upon these agents or employees such authority and power on behalf of the Trust, as the Trustees may deem proper.

23.             The Trustees for the time being shall meet at least once in every calendar year and at a time and place to be decided by them for the purpose of transacting the business of the Trust, and the decision of the majority of the Trustees shall regulate such business, provided always that it shall be open to the Trustees to make rules and regulations relating to such meetings and the conduct of their business.

24.             Any Trustees may call a meeting of the Board of Trustees by giving each Trustee one week's notice or such shorter notice as the Trustees may decide from time to time. No notice of meeting need be sent to a Trustee who is not in India at the time such meeting is held. A notice calling a meeting of the Trustees may be issued by the Secretary or Manager of the Trust

25.             The quorum for a meeting of the Board of Trustees, unless otherwise determined, shall be two. But this shall not effect the power and right of the continuing Trustee to appoint another Trustee to make up the quorum so long as the number is below that.

26.             Any resolution signed by a majority of the Trustees, on circulation to all the Trustees, shall be as good as passed in a meeting of the Board of Trustees.

27.             The decision of the majority in case of difference of opinion amongst the Trustees in any matter shall be final. The chairman of a meeting of the Board of Trustees in a matter of tie will have a casting vote.

28.            The Trustees shall not be entitled to any remuneration, but they may be paid all reasonable travelling and other expenses for attending meetings of the Board of Trustees or in connection with the business of the Trust, provided however, that the Managing Trustee/s may be paid any honorarium for special services to the Trust, as may be unanimously decided upon by the Board of Trustees from time to time.

29.             In the professed execution of the Trust and powers hereof, no Trustee shall be liable for any loss to the Trust property arising by reason of any investment made in good faith or for the negligence or fraud of any agent or employee, employed by him or her or by any other Trustee, although the employment of such agent or employees was not strictly necessary or expedient, or by reason of any strictly necessary or expedient or by reason of any mistake or omission made in good faith by any Trustee, or by reason of any other matter or thing, except willful fraud or wrong act on the part of the Trustee who is sought to be made liable.

30.            The Trustees shall not spend the trust fund outside the country without the prior approval of CBDT and funds of the trust shall be invested as per the provisions of the Income Tax Act 1961.

31.            The aims, objects, purposes, pursuits and other provisions of this Trust Deed have been framed and laid down in accordance with law so that this Trust shall never fail.  But if any time the Trustees find or come to know that any provision herein is invalid or contrary to law, it shall be their duty to cancel, and treat as cancelled, such particular provision so that the other provisions hereof may not be rendered invalid or otherwise affected.

In the interpretation of this Deed words imparting the singular number include where the context admits or requires, the plural number and vice versa.

(Donor & Trustee)

Draft format of Private Trust Deed. Private Trust formation document format.

Format of Private Trust Deed is given below. It is not mandatory to register a private Trust with the Registrar. But the registered private trust deed is valid for all legal purposes. Private Trust Deed can be registered with the Sub-Registrar / Registrar in the particular area.

\_\_\_\_\_\_\_\_\_\_\_\_TRUST

THIS DEED OF TRUST made this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, son/wife of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Passport No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued from \_\_\_\_\_\_\_\_\_\_\_\_ and valid upto \_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the Settlor (which expression shall, unless excluded by or repugnant to the subject or context mean and include his heirs, executors, successors, administrators and legal representatives) of the ONE PART,

and

Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, son/wife of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Passport No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and valid upto \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, son/wife of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Passport No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued from \_\_\_\_\_\_\_\_\_\_\_\_ and is valid upto \_\_\_\_\_\_\_\_\_\_\_\_.

[hereinafter jointly referred to as the Trustees (which expression shall, unless excluded by or repugnant to the subject or context mean and include the Trustee or Trustees for the time being and the successor or successors in office of the Trustees hereunder) ]of the OTHER PART.

AND WHEREAS in pursuance of the said desire prior to the execution of  these presents, the Settlor has handed over a sum of Rs.5,000/- by cash to the Trustees (which fact the Trustees do hereby admit and acknowledge);

NOW THIS INDENTURE WITNESSETH that in consideration of natural love and affection that the Settlor has for the beneficiaries (named hereinabove) and for diverse other good causes and considerations the Settlor doeth hereby make this declaration of trust and say that he/she has already handed over the said sum of Rs. 5,000/- (Rupees Five Thousand only) by cash to the Trustees, to have and to hold the said sum irrevocably for the use and upon Trust and for the ends, intents and purposes as contained in this Deed.

AND WHEREAS at the desire of the parties settlor has now agreed to register the Deed of Trust.

AND WHEREAS the settlor has constituted this Trust with the Trustees mentioned hereinabove as the first Trustees;

NOW THIS DEED WITNESSETH AS FOLLOWS:

1.            NAME OF THE TRUST

This trust shall be known as the '\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_' [hereinafter referred to as the trust].

2.            TRUST PROPERTY

For effectuating his said desire and for diverse good causes and considerations thereunto the Settlor doth hereby make over, transfer and assign to the trust the aforesaid sum of Rs 5,000/- as Trust Property, to hold the same and all rentals and other incomes generated therefrom and all monies received by way of investments made from the incomes generated thereof, for the time being representing the same together with all additions and accretions thereto and contributions and gifts and all accumulated income thereof and all other properties that may be acquired out of the same or become subject matter of the Trust (hereinafter collectively referred to as the 'Trust Properties') upon Trust to be used only for the objects and purposes hereinafter expressed with the power, provisions and / or upon the terms and conditions hereinafter mentioned concerning the same.

3.            DUTIES OF THE TRUSTEES

The Trustees have accepted the said trust properties and agreed to hold the same and investment thereof for the time being representing the same together with all additions and accretions thereto and contributions and gifts and all accumulated income thereof and all other properties that may be acquired out of the same or become subject to the Trust for the objects and purposes hereinafter expressed.

4.            The Trustees shall hold and stand possessed of the Trust properties for the tenure of this trust and during the lifetime of and for the benefit of the Beneficiaries.

5.            BENEFICIARIES
The beneficiaries of this trust shall be:

\_\_\_\_\_\_\_\_\_\_\_\_ aged about \_\_\_\_\_\_\_\_\_\_\_ years son/daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and lineal descendent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

6.            TENURE OF THE TRUST

The tenure of this Trust shall be for a period of ten years from the date of commencement of this Trust. However the Trustees may put an end to the trust at any time or continue the trust beyond the period of ten years, whichever in their discretion is in the interest of the beneficiaries.

7.            PURPOSES OF THE TRUST

During the tenure of this Trust, the Trustees shall as and when necessary from time to time apply whole or part of the corpus and/or income of the Trust at their discretion for the maintenance, education, medical treatment, marriage or for any other use and enjoyment of the said Beneficiaries. Upon the expiry of this trust for whatever reason, the balance of the corpus and/or the income of the trust properties will be distributed by the trustees at their discretion, to the beneficiaries

8.            EXPENSES OF THE TRUST

The Trustees shall meet, discharge and pay all outgoings and expenses of and incidental to the administration of the Trust out of the income and profits of the Trust properties and subject thereto shall hold, accumulate and / or apply the income and / or funds of the Trust for the intents and purposes herein declared and expressed of and concerning the Trust properties and funds.

9.            POWER OF TRUSTEES TO ESTABLISH BUSINESS / PARTNERSHIP

The Trustees may with the use of the Trust properties and funds for and on behalf and for the benefit of the Trust carry on by themselves or in partnership with others such business in such name or names and in such manner as they in their absolute discretion may think fit and proper and may also close and restart any such business and in the conduct and management of such business the Trustees shall have powers to do all such acts, deeds and things as they may consider necessary and expedient.

10.          The Trustees may nominate any one or more of them to be a partner in such partnership business or the trustees may nominate any one among them to be a director in a company where the Trust may be competent and authorised to appoint or nominate a director on the Board, as hereinabove stated on behalf of the Trust, in such case though ostensibly such nominees may appear in such partnership as a partner in his individual name, the Trustees shall be bound to indemnify such nominee against all losses and liabilities which he / she may incur as a partner or a Director as the case may be, out of the Trust Properties.  The Trustees may meet out of the incomes of the Trust properties such losses as may be incurred in any business whether carried on by the Trust itself or in partnership with others.

11.          EXPENSES INCURRED BY TRUSTEES IN DISCHARGE OF THEIR DUTIES

All expenses incurred by the Trustees personally in the discharge of their duties as Trustees shall be deemed to be expenses of the Trust and shall be treated as such for all purposes including the computations for the purposes of paying taxes, if any, by the Trust.

12.          TAXES OF THE TRUST

It must be clarified that the taxes, if any, which may have to be paid by the Trust or the Trustees as the case may be shall be provided for and/or paid out of the Trust properties before the same are utilised or in any way expended on the Beneficiaries.

13.          POWERS OF THE TRUSTEES
The Trustees shall also have the following powers and authority.

a)            To invest the Trust properties or the income thereof either in the purchase of or construction of immovable property or for taking on lease or licence immovable property and making construction thereon either by the Trust itself or in co-ownership or in co-partnership or in the purchase of movable properties or in shares, debentures, stocks or other securities, in accordance with any law for the time being in force regarding the powers of the Trustees to invest Trust Funds, or in deposit with any individual firm or company including those in which the Trustees or any of them may be directly interested on such terms and conditions with or without any security as the Trustees may think fit and proper.

b)            To sell, alter, vary or transpose or otherwise dispose of or alienate the Trust properties or any investment representing the same, and to reinvest the same in any manner as the Trustee may, in their discretion, think fit and proper.

c)            To pay all charges, impositions and other outgoings payable in respect of the Trust properties or any property comprised in the Trust and also to pay all costs of and incidental to the administration and management of the Trust properties for the time being.

d)            To let out or demise any immovable property that may be comprised in the Trust properties on such terms and conditions as the Trustees may, in their discretion, think fit and proper.

e)            To sell, dispose of or otherwise transfer any immovable property which may be comprised in the Trust and to invest the sale proceeds thereof in any investment as the Trustees may in their discretion think fit and proper.

f)          To raise or borrow moneys required for the purpose of the said Trust with or without security or mortgage, hypothecation, charge or pledge of the Trust properties or any part thereof and at such rate of interest and on such terms and conditions as the Trustees may in their discretion think fit and proper.

g)            To compromise, compound and refer to arbitration all actions, suits, proceedings and disputes touching and concerning the Trust properties or any of them.

h)         To accept any gift or contribution in cash or in kind and of any property movable or immovable from any person for the objects and purposes of the Trust.

i)          To receive realise and / or accept any money or other property or asset for and on behalf of the Trust and to hold the same in such form or manner as the Trustees may think fit and proper.

j)          To appoint constituted attorneys or agents and to delegate to such attorney or agent/s all or any of the powers vested in them under these presents.

k)         To appoint a Secretary, Clerk or Clerks or other employees to look after and manage the Trust properties or business or affairs and to allot to such Secretary, Clerk or Clerks or other employee on such terms and conditions, such duties as the Trustees may, in their discretion, think fit and proper.

14.          Without prejudice to the above and in addition thereto the Trustees shall have all such powers as may be necessary for carrying out the objects of the Trust and for performing their duties and functions under the Trust including the power to amend any of the provisions of this trust, however the trustees shall not have the power to amend, in any way, the list of beneficiaries as contained in para 5 of this Deed.

15.          Any one of the Trustees shall be entitled to open and operate savings, current, cash credit, fixed deposit or any other account with any Bank/s and shall be entitled to deposit all sums that may be received on account of and for the Trust hereof whether as gifts, contribution, interest, dividend or income or otherwise and make withdrawals therefrom and to give instructions to the Bank for transfer and / or re-transfer of any amount and /or interest from one account to the other and vice-versa.

16.          Any Trustee can, with the approval of the other Trustees, nominate or appoint Constituted Attorneys or Agents and to delegate to such Constituted Attorney or Agent all such duties and/or powers as may be necessary to implement and carry out and/or to execute documents in accordance with the decision of the Trustees and from time to time remove such attorney or agent and re-appoint other or others in his or their place.

17.          DELEGATION OF POWERS OF TRUSTEES

Any Trustee may delegate in writing all or any of his/her powers and authorities to his/her other Co-Trustees who will be entitled to exercise such power or powers in the same manner as the Trustee himself or herself could have personally done.

18.          The Trustees may, by a resolution direct that any act, deed or thing required to be done or executed by them may be done or executed by any one or more of them and in such cases any act, deed or thing done or executed in pursuance of such resolution shall be valid and effectual as if it had been done or executed by all the Trustees.  Such delegation of authority may be general or special.

19.          The Trustees shall be at liberty to employ or engage solicitors, Advocates, Banker or any other agents as they, in their discretion, may think fit and proper in connection with any matter relating to the Trust or its affairs thereof and shall be entitled to pay all charges and expenses therefore out of the said Trust properties.

20.          A Trustee shall not be responsible or answerable for any loss or any act of omission or commission by any constituted attorney or agent or employee or other co-Trustee or Trustees unless occasioned by his / her willful neglect or default.

21.          ACCOUNTS OF THE TRUST

The Trustees shall cause true and correct accounts to be kept of all moneys received and spent and of all matters in respect thereof in the course of management of the Trust or in relation to the carrying out of the objects and purposes of the Trust as well as of all the assets credits and effects of the Trust properties and funds.  Such accounts shall be closed on 31st day of March every year or such other date as the Trustees in their discretion may decide.

22.          DECISIONS BY TRUSTEES

It will be the endeavor of the trustees to take all decisions unanimously however, In the case of any difference of opinion amongst the Trustees, in case there is more than one Trustee, the opinion of the majority shall prevail.

23.          RESIGNATION OF TRUSTEES

Any of the Trustees may resign from the office of Trustee on giving one month's notice, in writing, to the other Trustee or Trustees.

24.          APPOINTMENT OF TRUSTEES

The Trustees shall have the right to appoint one or more Trustee or Trustees. Notwithstanding anything contained in clause 22 hereinabove, a new Trustee shall  be appointed to the Trust only with the express consent of all the surviving Trustees.

25.          DEATH OR RESIGNATION OF TRUSTEES

If any Trustee dies or resigns or becomes incapable or unfit to act, the continuing or surviving Trustee or Trustees shall be entitled to appoint a successor in place of the Trustee(s) dying or retiring or becoming incapable or unfit to act.

26.          Upon the appointment of a new Trustee or Trustees, the Trust properties shall vest in the new Trustee or Trustees jointly with the continuing or surviving Trustees with the powers, provisions and subject to the Trust hereby created.

27.          EMERGENCY POWERS

Notwithstanding anything contained in this Deed, in the event of any of the  beneficiaries, requiring money in an emergency, the Trustees may in their discretion, distribute any portion of the Trust Property to the Beneficiaries, to meet any such emergencies.

            IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above - written.

SIGNED AND DELIVERED by the

Settlor at \_\_\_\_\_\_

in the presence of

                                                                                                         sd/-

1.

2

**Declaration of Trust (Public)**

**Model Trust Deed for a Public Trust**

(Having the appearance of a social organization)

This Deed of Declaration of Trust is made at.............. this........ day of...............20.......,by M/s. (1).....................(2)...................... (3)...................... (4)..................... (5).................... all of......................Indian Inhabitants, hereinafter referred to as `The Trustees' (which expression shall be deemed to mean and include, the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them Trustees or Trustee of the Trust hereby created) as follows:

WHEREAS:

1.     The Trustees are possessed jointly of a sum of Rs.......

2.     The Trustees desire to hold the said amount and all other amounts and other property, whether moveable or immoveable, including the investments by way of shares, fixed deposits, Government securities, bonds or debentures or in any other form that the Trustees may receive and hold by way of acquisition, donations, gifts or otherwise howsoever (hereinafter referred to as the Trust Fund) upon the Trusts and for the objects hereinafter mentioned.

NOW THIS DEED WITNESSETH as follows: -

The Trustees declare that they shall hereafter hold the said amount of Rs....... and the Trust Fund mentioned above for the time being on the Trusts for carrying out the objects and on and subject to the powers, provisions, terms and conditions hereinafter mentioned.

1.     This Trust shall be known as "......................................... "

2.     The area of operation of the Trust will be the whole of India but preferably in the State of........ and particularly within the limits of..... Municipal Corporation.

3.     The Principal Office of the Trust will be situated at such a place as the Trustees may decide. The Trustees may open branches or local offices at different places within the area of operation.

4.     The principal object of the Trust is to carry on cultural and charitable activities conducive to the secular character of the Indian Nation and to the advancement of national integrity, patriotism and discipline. For the purpose of or towards achieving the above principal object, the Trust shall have the following particular objects:

a.     To advance the cause of Indian music & dance in all forms, both Hindustani and Karnataka by holding music and dance programmes regularly or occasionally, particularly of nonprofessional artists, by conducting music and dance classes, schools or colleges and imparting the knowledge of music and dance by holding lectures, seminars, conferences on music and dance and by doing all other acts and things in the cause of music and dance being the arts which have a great cementing force among all people irrespective of caste, creed or religion and which are powerful organs or agents in the achievement of national integrity and secularism.

b.    To write through or with the help of literary persons, of different aptitudes or classes, plays in..... and other languages on different topics, to translate plays written in different languages into other languages, or to convert plays or dramas into short plays or episodes or T.V. or Radio plays.

c.     To stage dramas in all forms by amateur artists or professionals, in different languages including all types of rural arts.

d.    To conduct classes or courses for the development of dramatic arts, including acting, stage settings and decorations, face painting or make-up.

e.     To hold meetings, conferences, seminars, discussions on different and current social subjects or events other than political.

f.     To help and encourage writing literary works, to conduct mobile or other libraries of books and periodicals and to advance the habit of reading and writing, and literacy in general.

g.    To carry on activities helpful to the society in general and to any individual or individuals in particular in the field of medical help, education, calamities, social awareness.

h.     To hold inter-State dialogues or meetings of artists, scholars, philosophers, technicians in different cultural scientific & philosophical subjects.

i.      To produce documentary films on social and cultural subjects and to exhibit them through T.V. or in social functions and at other places.

j.      To establish a mini-academy to carry out any one or more of the above mentioned objects.

k.     To form a nucleus or platform of universal brotherhood without distinction of race, creed, sex, caste or colour.

l.      To encourage the study of comparative religion and science.

m.   To investigate or do research in the unexplained laws of nature and the mysteries of the universe on logical or scientific basis.

n.     To do all other acts and things as are conducive or helpful to the advancement and fulfillment of the principal and other objects above-mentioned.

5.     The trustees shall have power to appoint an advisory committee of not more than ten persons which can be dissolved and reappointed from time to time as the Trustees may think fit. The members of the Advisory Committee will generally be those who are well-known in the public by reason of their scholarship, profession, eminence in different fields of art; philosophy, science and technology.

6.     The functions of the Advisory Committee will be to advise the Trustees on the subjects of activity of the Trust or any projects undertaken or proposed to be undertaken by the Trust, to express opinion on any question referred to them by the Trustees, to make suggestions and to give instructions on the activities of the Trust and generally to guide the trustees. The decisions, suggestions or proposals made by the Advisory Committee will be of a recommendatory nature. The members of the Advisory Committee will not be considered as trustees of this Trust.

7.     If any person ceases to be a member of the Advisory Committee by reason of resignation, death or otherwise his place may be filled in by the Trustees. The Trustees will have power to omit or remove any member of the Advisory Committee if the Trustees so think fit for any reason, without being bound to disclose the same.

8.     The Trustees will appoint one of the members of the Advisory Committee as Chairman and one of them as Secretary. The Chairman will preside over all the meetings of the Advisory Committee. In the absence of the Chairman at any meeting, the members the present can nominate any of them as the Chairman of that meeting. All decisions of the Advisory Committee will be taken by majority and in the event of equality of votes, the Chairman of the meeting will have a casting or additional vote. The meetings of the Advisory Committee will be called by the Secretary as and when required by the Trustees. The Secretary will keep a minute book wherein will be recorded all the minutes of the meetings including the decisions taken and the minutes will be confirmed in the same meeting or in the subsequent meeting of the Committee.

9.     Trustees or any one or more of them nominated by the Trustees shall be ex-officio members of the Advisory Committee.

10.  The Trustees shall also have power to appoint one or more committees, to be called Executive Committees, to carry out one or more of the objects and activities of the Trust. Any one or more of the Trustees as may be nominated by the Trustees shall be ex-officio members of each of such Committees.

11.  The functions of each such Committee will be such as will be assigned by the Trustees from time to time. The Committee will be in full charge of the function or activity or any project assigned to the Committee and shall execute the same in the interest of the Trust but subject to such directions or limitations as may be given or prescribed by the Trustees.

12.  Each Executive Committee shall consist of not less than three and not more than five persons nominated by the Trustees. Each such Committee will elect its Chairman and Secretary. The Chairman will preside over the meetings but in his absence, the members present will appoint any one of them present as Chairman. The Secretary of each Committee will call the meetings of the Committee from time to time as required by the Trustees or the Chairman or the Secretary himself and he shall keep record of all such meetings and the business transacted therein. The Committee may distribute the work assigned to them among its members for executing the same.

13.  The Trustees will have the right to dissolve any Executive Committee as and when they think fit. If any vacancy occurs in any Executive Committee by reason of resignation, death or otherwise, the same may be filled in by the Trustees.

14.  The Trustees shall have also the power to constitute a. body or association of persons who will be either professional or amateur artists, in the fields of music, drama, dance, painting etc. or who will be persons belonging to other professions like lawyers, doctors, architects, accountants, or industrialists, businessmen or social workers or who will be scientists, philosophers, literary writers, historians or otherwise eminent or famous in other walks of life, with a view to involve them and to enable them to participate in the activities of the Trust. Every person desiring to join such body or association shall apply to be a member of the body or association in the form prescribed by the Trustees and each such person will agree to pay a subscription as may be prescribed by the Trustees from time to time. Such subscription will be treated as a donation to the Trust fund. A person who fails to pay such subscription for more than three months since the time it becomes due, shall cease to be a member of the body or association unless the Trustees condone the delay in payment. Any such person may also resign from the body or association if he or she so chooses. Such persons shall be eligible to participate in the activities of the Trust as and when required by the Trustees or by any Executive Committee but without any compulsion. The Trustees may call meetings of such body or association as and when required to discuss any question or topic generally or specifically and each member will be entitled to participate in such meeting and express his or her views. However, no decision or consensus of that body on any question will be binding on the Trustees. The Trustees shall maintain a register of such members and an account of the subscription or donation paid by them from time to time. Such body or association will be considered as an ad-hoc body or association associated with the Trust and not as an independent or separate entity.

15.  The Trustees will sanction and make available to any Executive Committee such funds as may be sanctioned by the Trustees for any activity or programme to be executed by the Committee. The Secretary of the Committee will keep accounts of such sanctioned amount and submit the same to the Trustees from time to time or whenever required by the trustees. If any amount, more than the sanctioned amount, is required, the committee concerned will obtain the approval thereto of the Trustees in advance and the Trustees shall make available such additional amount as and when required.

16.  The Secretaries of the Advisory Committee and of the Executive committee or Committees shall submit the reports of meetings of their respective Committees of which they are Secretaries from time to time or as and when required by the Trustees.

17.  The Members of the Advisory Committee or any Executive Committee will work in honorary capacity, but the Trustees will have power in any given case to pay an honorarium to any one or more or all members of any committee as the Trustees may think fit. All other expenses actually incurred by any Committee within the sanctioned limit will be disbursed out of the Trust Funds.

18.  The Trustees will be entitled to delegate any of the powers of the Trustees under this Deed or in Law to any Executive Committee subject to such conditions as the Trustees may think fit.

19.  The Trustees shall invest the Trust Funds in authorized Trust securities including bank deposits, or deposits or debentures of public undertakings but not in shares or debentures of any other Commercial Companies and the income raised from such securities only will be used in carrying out the objects of the Trusts. The Trustees will have power to change the investments from time to time as may be beneficial to the Trust.

20.  The Trustees shall have the following powers:

a.     To receive donations or gifts in money or in kind on such conditions as the trustees may agree upon and which are not inconsistent with the objects of this Trust.

b.    To acquire any immoveable or moveable property, required for carrying out the objects of the Trust, by way of purchase, lease, gift, construction or on leave License basis or otherwise howsoever.

c.     To sell any immoveable property or any part thereof or give on lease any property or any part or parts thereof not required for carrying out the objects of the Trusts, subject however to the permission of any authority if required by law.

21.  The number of Trustees shall be not less than three and not more than nine. In the event of any trustee ceasing to be a Trustee by reason of death, resignation or physical or mental incapacity or otherwise, the remaining trustees shall have power to appoint any other person in his place as trustee and on such appointment all the Trust Fund will vest in him along with other trustees.

22.  The Trustees shall not be entitled to any remuneration or to pay any remuneration to any person for acting as Trustee out of the Trust Fund.

23.  The Trustees shall keep and maintain proper and regular accounts of the Trust Fund and of the income and expenditure and shall get the accounts audited by a duly qualified auditor to be appointed by the Trustees and the audited annual Balance Sheet and the Income and Expenditure Accounts or Receipts and Payment Accounts shall be finally approved and passed by the Trustees at one of their ordinary meetings and shall be filed with any Authority appointed under any Law. All the audited Statements of Accounts of the Trust namely the Balance Sheet and Receipt and Expenditure account shall also be placed before the meeting of the Trustees for approval.

24.  All accounts in the Banks shall be maintained in the name of the Trust or the Trustees and will be operated by any two or more trustees as may be decided by them from time to time.

25.  The Trustees shall maintain a register of the Trust Fund and its investments and shall keep it up to-date by making additions to or alterations in the same as and when new investments are purchased or acquired or disposed of by the Trustees. The Trustees shall physically verify the list or register at least once a year.

26.  The Trustees will have following additional Powers:

a.     To appoint an Advisor or a Board of Advisors to advise the Trustees in the formulation of general policies or in such other matters as are referred to them, provided however that, it shall be open to the Trustees to accept or not their advice wholly, partly or to reject it.

b.    To sanction recurring expenses from month to month.

c.     To sanction expenditure on non-recurring items in any year. (d) To institute, defend or compromise legal proceedings on behalf of the Trust, if and when necessary.

d.    To invest, dispose of, transfer or otherwise deal with the funds of the Trust subject to the provisions of any law to that effect in such manner as the Trustees shall deem fit, so as to enable them to carry out the objects of the Trust effectively.

e.     And generally to do any other acts or act not mentioned above that may be necessary in the discharge of their duties and execution of the powers vested in the Trustees.

27.  The Trustees shall be chargeable only for such moneys, stocks, securities and other property as the Trustees shall actually receive notwithstanding their signing receipt or cheque for the sake of conformity and shall not be answerable and accountable or responsible for the acts, receipts, omissions, commissions, neglects and defaults of bankers, brokers, auctioneers, advocates or other persons with whom or into whose hands any trust moneys or securities may be deposited or for any other loss unless the same shall happen through his own negligence, willful default or omission, breach of Trust, misapplication or misconduct.

28.  The Trustees may reimburse themselves or pay and discharge out of the Trust Fund all expenses properly incurred in or about the execution of the Trusts/or Powers under this Trust or any of them. Provided, however, that this right and/or power of reimbursement shall not be operative in case of a Trustee held liable for the loss caused to the Trust for his acts of commissions or omissions.

29.  The Trustees shall have power from time to time to frame rules and regulations as they may think fit and proper for the administration and carrying into effect the provisions of this Trust and to provide for the Management of the Trust Fund and also from time to time alter any such rules and regulations or to repeal any of them and substitute others in their place, provided always that, no such rules or regulations as framed or subsequently amended shall in any manner be inconsistent with any of the provisions of this Declaration of Trust.

30.  In all cases in which it is found necessary or desirable to amend, alter to or add to this Trust or any Clause hereof, to seek advice or any other directions on any question of conduct or administration or Management of this Trust, the Trustees shall have the right under this Trust to apply to any statutory authority or a court of law

31.  The Trustee shall take steps immediately after the execution of these presents to register this Trust with authority appointed by any Act, governing public charities.

32.  If this Trust ceases to function by reason of there being no trustees existing or the Trustees not carrying the objects of the Trust, or for any other reason, then with the approval of any prescribed authority or a court of law and on the application of any person connected with or interested in this Trust, the Trust Fund of the Trust then existing shall be transferred to any public Trust existing and functioning as such authority or court may think fit.

IN WITNESS WHEREOF the Trustees have put their respective hands on the day and year first hereinabove written.

Signed by the within named)

Dilatants /Trustees)

1.

2.

3.

4.

5.

in the presence of)

**DEED FOR ESTABLISHMENT OF A SCHOOL**

THIS TRUST DEED is made

 between Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 s/o Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the founder" of the one part

AND

Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 and Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the trustees," which expression shall include the trustee or trustees for the time being) of the other part.

WHEREAS

1. The founder wants establishing a school for enabling better educational facilities to the children living there in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the area)

2. The founder suggest in giving a building for establishment of the school and also to settle his properties/assets more specifically detailed in the schedule unclosed hereto valuing at Rs. \_\_\_\_\_\_\_\_\_ for running, maintenance and upkeep of the said school.

3. The trustees have consented to in getting the ownership of the said properties/assets for fulfilling the wishes of the founder.

NOW THIS DEED WITNESSETH AS UNDER:

1. The founder hereby transfers, assigns and conveys to the trustees All that properties/assets detailed in the schedule unclosed hereto For Holding the same to the trustees on trust that income and proceeds of said properties/assets after deducting unpaid debts, expenses on litigation/realisation etc., shall be utilised for beginning establishment expenses of the school and hence forth running, maintenance and upkeep of the said school.

2. The Trustees shall spend the whole net proceeds coming there from initially for establishing the said school and shall act effectively that the school begins functioning soon as possible.

3. The Trustees on functioning, of the school, manage the said properties properly and will spend the entire net proceeds coming there from on running, maintenance and upkeep of the said school. The Trustees shall get the buildings of the said school properly repaired, while meeting all recurring or non-recurring charges which may be compulsory for the said purpose.

4. If, at any moment net proceeds accruing from the properties/assets of the trust are insufficient for expenditure on running, maintenance and upkeep of the said school, the Trustees shall be empowered to borrow money per security of the properties/assets of the trust for defraying such expenses.

5. If, at any moment, the net proceeds accruing from the properties/assets of the trust exceed the expenses on running, maintenance and upkeep of the said school, the Trustees shall be empowered in investing such surplus funds on such securities/bonds as they considered fit.

6. Marjory of trust will only adjudge decision for matter relating trustees.

7. If vacancy amongst the trustees is cause owing to death/resignation or incapacity of any trustee or otherwise the founder shall select other trustee to fill up the vacancy and if the founder is dead, remaining trustees shall make the appointment.

8. It shall be a public charitable trust and the assets/properties of the trust shall never be reverted to founder of trust or any of his descendents or to any other person.

9. The trust fund, including the corpus and the income there from, shall not be used for other object excepting those for which the trust has been made.

IN WITNESS WHERE OF, the parties hereunto have signed this deed

Date

Place.

Witness

1. The Founder

2. The Trustee

**Deed of Appointment of New Trustees (with Transfer of Property)**

THIS DEED is made at............................... this........day of.................between 1)...............................................of......................hereinafter referred to as "the Continuing Trustee" of the One Part, (2).................of................ hereinafter referred to as `the Retiring Trustee" of the Second Part, and (3)...................... of.................................. hereinafter referred to as the `New Trustee' of the Third Part;

WHEREAS --

1.     By a Deed of Trust (or Settlement) made on the..... day of.... between..... there in referred to as the Settlor of the One Part and.................&.........................herein referred to as the Trustees of the Other Part and registered at the office of the Sub-Registrar at..... under Serial No...... of Book-I, the said Settlor, granted and conveyed unto the Trustees the land and premises situate at..... and more particularly described in the First Schedule there underwritten (being the same as described in the First Schedule hereunder written) To Have And To Hold the same unto the said Trustees to the use and upon the Trusts and with and subject to powers, provisions, obligations and declarations therein contained.

2.     By the said Deed, the Settlor also assigned to the said Trustees certain securities and investments described in the Second Schedule there under written To Hold the same upon the trusts and with powers, provisions, obligations and declarations therein mentioned,

3.     The said Deed, inter alia, provides as follows --

"In case and so often as the Trustees hereby constituted or any of them or any future trustees or trustee of these presents be removed, or shall die, or go to reside abroad, or desire to retire or refuse or become incapable to act in the trusts hereof or is adjudged insolvent, then and in every such case it shall be lawful for the surviving or continuing trustees or trustee for the time being of these presents (and for this purpose the retiring or refusing trustee shall, if willing to act in the exercise of this power be considered as a continuing Trustee) to appoint a new trustee and upon every such appointment of the new Trustee, the Trust property shall be so transferred as to become vested in the new trustee along with the continuing trustee or trustees and every such new trustee as well as before or after the trust property shall have become vested in him shall have all the powers and authorities and subject to the obligations of the Trustees under these presents as if he was originally appointed by these presents."

4.     The Retiring Trustee desires to retire and has resigned as trustee of these presents.

5.     The Continuing Trustee under the power given to him by the Deed of Trust as hereinbefore recited has appointed.......... as New Trustee in place of the said Retiring Trustee and the New Trustee has accepted the appointment.

6.     It is proposed to execute this Deed so as to confirm...... appointment and to transfer the Trust property to the New Trustee along with the Continuing Trustee so as to vest the same in him.

7.     The Retiring Trustee has agreed to join in these presents.

8.     The securities and investment described in the Second Schedule to the said Deed of Trust are now represented by securities and investments described in the Second Schedule hereunder written, by reason of additions and alterations and subtractions therein made from time to time.

NOW THIS DEED WITNESSETH that in exercise of the power in that behalf and of every other power therein enabling, the Continuing Trustee confirms the appointment of the New Trustee made as aforesaid to be the trustee of the said deed of Trust in place of the said Retiring Trustee, who has resigned as such trustee, to act jointly with the Continuing trustee in the said Trust.

AND THIS DEED FURTHER WITNESSETH that the Continuing Trustee and the Retiring Trustee in exercise of the power hereinbefore recited do hereby grant and convey the land and premises described in the First Schedule hereunder written and all other rights and other premises appurtenant thereto and comprised in the said Deed of Trust and do assign the securities and investments and other property described in the Second Schedule hereunder written To Hold the same unto the New Trustee along and jointly with the Continuing Trustee to the use and upon the same trust and with the same powers, provisions, obligations and declarations as are contained in the said Deed of Trusts to the intent and purposes and as if the New Trustee was originally appointed as trustee of and by the said Deed of Trust.

IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

THE SECOND SCHEDULE ABOVE REFERRED TO

X X X X Signed by the within named

Continuing Trustee..........

in the presence of

Signed by the within named

Retiring Trustee..........

in the presence of

Signed by the within named

New Trustee..........

in the presence of........

**Deed of Family Trust**

This Deed of Trust made at.......................... this.......................... day of................ between (1)......................... (2)............................... (3)....................... (4).................... (5)................................ (6).................... (7)..................... all of..................... hereinafter referred to as the SETTLORS of the One Part and (I)................ (2)................... (3)..................... hereinafter referred to as the Trustees of the other part.

WHEREAS

1.     The settlors are the erstwhile members of a Joint family consisting of..............,.............. &............. as brothers and the remaining............. to............. as their respective sons and grandsons, all being majors and they are the only members of the family apart from their respective wives.

2.     The said Joint Family owns an ancestral House together with the land apartment in village/town of................. in Dist............ in State of.........................

3.     ................,............... &............... and their respective sons and grandsons are living separate at different Towns/Cities and earning in their own way independently and have their respective properties

4.     The said Family House is the only common property belonging to the said family

5.     The said house cannot be physically divided and partitioned and the parties also do not propose to do so nor do the settlers desire to sell the same but desire to keep and preserve it as a common unit and as a memorial of the ancestors and also to avoid any dispute regarding the same among the members of the said family.

6.     The said family has a family Deity of Goddess............... and the family has installed the same in one of the rooms of the said house.

7.     The Settlers have therefore proposed to dedicate the said house and premises to the said Deity and to continue to worship the same and with these objects they have decided to create a private Trust of the said property.

8.     The Settlers have also collected a Fund of Rs............... as the initial fund or Corpus to meet the expenses of maintaining the said house and to worship the said idol.

9.     It is proposed that...........,...........,..........., will act as the first Trustees of the Trust and the settlers have proposed to transfer the said property to...........,........... &........... as Trustees to hold the property for the benefit of the said family in the manner aforesaid.

NOW this Deed witnesseth that pursuant to the said desire of the settlers and in the premises aforesaid the settlers do and each of them doth hereby grant and transfer the said house with the land appurtenant thereto situate at........... and more particularly described in the Schedule hereunder written and all the rights liberties, privileges and easements appurtenant to the said house and the land and all the estate right, title and interest of the settlers in or to the said property hereby granted unto the Trustees and also transfer the Fund of Rs............ Collected by the settlers TO HOLD the same to the use of and on the terms

Herein below mentioned and with all the powers and provisions herein contained subject however to the payment of all taxes and other public dues payable to the Government or any local authority in respect of the family house and the land.

1.     This Trust will be known as............................................................ Family Trust.

2.     The Trustees will protect, preserve and worship the idol of Goddess.............installed in the said house and for that purpose make all arrangements for the same and appoint a PUJARI if available.

3.     The Trustees shall invest the said Fund or Corpus hereinafter referred to as the Trust Fund(which will include also all the contributions made by the members of the family from time to time and all other moneys received by the Trustees by way of gifts, donations or otherwise) in authorized securities and spend the income realized there from in the maintenance of the said property and in the worship of the said Deity.

4.     The Trustees will arrange and carry out the daily worship of the said deity as far as possible and shall hold the necessary religious Festivals or functions according to the custom of the family thereto followed.

5.     The Trustees will be entitled to collect or receive from the members of the family for the time being or any of them such periodical payments or occasional donations so as to increase the Corpus of the Trust Fund and will also be entitled to receive donations or gifts from others without creating or agreeing to create in them any right or privilege in respect of the trust property or Trust Fund or in the management of the Trust.

6.     The Trustees will be entitled to carry out necessary repairs or renovations to the said property so as to preserve the same in good condition and also to provide all necessary amenities for reasonably comfortable living in the said house to the extent the income of the Trust Fund permits.

7.     Any member of the Family will be entitled to occasionally stay in the said family house or any part thereof free of any charges, such stay not extending beyond a month continuously except in any exceptional circumstances as the Trustees may think proper. In the event of more than one member and his family desiring to occupy the said house at the same time the Trustees shall decide as to who should be given preference and what should be done for convenience of both and their decision shall be final. However the expenses for living will be borne by the member occupying the same and not by trust, The object of this provision is that the house should be available for temporary use and occupation by any member of the family and which use and occasion will also help in the upkeep and preservation of the house.

8.     The Trustees shall not make any substantial changes in the house or additions thereto except with the consent of all the major members of the different branches of the said family for the time being.

9.     The Trustees shall not be entitled to sell the said house property or any part thereof nor to mortgage the same or to let out any portion thereof.

10.  The Trustees will be entitled to engage a permanent or occasional watchman to safeguard the property from encroachments or any damage to the property and pay his salary out of the income of the Trust Fund.

11.  The number of trustees of this Trust will be minimum three and maximum five and the Trustee for the time being will be entitled to appoint any additional trustee so that the total number does not exceed five. The Trustees of the trust to be appointed in future will always be from among the members of the said family fit to be appointed and not any outsider.

12.  If any of the trustees for the time being dies or is disqualified to be a trustee for any reason prescribed by law, the remaining trustees will be entitled to appoint a new Trustee in his place and the Trust Property and Trust Fund will be transferred to his name along with the other Trustees as and in the manner required by law.

13.  The Trustee shall open one or more accounts in one or more banks in their names and such account will be operated by any two of the Trustees. All moneys received will be credited to such accounts and such amount as may not be required for immediate expenses can be invested in temporary deposits with any of the Banks.

14.  The Trustees shall have all other powers as are conferred on a Trustee by law.

15.  The Trustees shall keep accounts of the Trust Funds and the same shall be made available for inspection by any member of the family as and when required.

16.  The senior most Trustee in age will act as a managing Trustee and will be in charge of the day to day management of the trust. However all policy decisions and any item of work involving an expenditure of more than Rs.........../- will have to be approved by all the trustees or a majority of them in any meeting called for that purpose or by circulating resolution. The Trustees will keep written minutes of the meetings held and decisions taken. Any one Trustee can call a meeting of the Trustees as and when occasion arises.

17.  If for any reason or under any circumstances the trustees unanimously think that it is impossible to carry on with the Trust, they will be entitled to revoke the same and shall be entitled to deal with and dispose the Trust property and the Trust Fund as the majority of the members of the said family for the time being will agree to, failing which the Trustees will be entitled to apply to the competent Court of law for necessary directions.

IN WITNESS WHEREOF THE SETTLORS AND THE TRUSTEES HAVE PUT THEIR HANDS THE DAY AND YEAR FIRST HEREUNDER WRITTEN

THE SCHEDULE ABOVE REFERRED TO

Signed by the within named

Settlors.....................

...................,

...................,

...................,

...................,

....................,

..................,

..............................,

...................,

...............,

in the presence of............

Signed by the within named

Trustees....................

...................,

................... &

in the presence of............

**Deed of Private Trust**

THIS DEED OF TRUST is made at........ this........ day of........ between A of........ hereinafter referred to as "the Settlor", of the One Part and (1)X, (2) Y and (3) Z all of......... Indian inhabitants, hereinafter referred to as the Trustees' of the Other Part,

WHEREAS-

1.     The Settlor is possessed of a sum of Rs......... (Rupees.........) and he desires to settle the said amount on trusts hereinafter appearing for the benefit of his wife and children.

2.     The Trustees have at the request of the Settlor agreed to act as the First Trustees of the said Trusts and of these presents.

3.     The Settlor has prior to the execution of these presents transferred the said amount to the Trustees to be held by the Trustees on trusts and subject to the powers and other provisions hereinafter contained.

1.     NOW THIS DEED WITNESSETH that in consideration of the premises and in order to effectuate the said desire of the Settlor and for diverse other good causes and considerations, the Settlor doth hereby transfer and shall be deemed to have transferred unto the Turstees the said sum of Rs........ To Have And To Hold the said sum (hereinafter mentioned as'the Trust Fund') unto the Trustees to the use and upon the Trusts and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.

2.     2. The expression "Trust Fund" hereinafter appearing shall mean and shall be deemed to Include the said amount ofRs,....... as well as all other sums, and any property, moveable and immoveable that the Trustees may receive from the Settlor or any other person or hold, by way of purchase or any other mode of transfer or grant or acquisition or by way of interest accrued on Trust Fund and dividends, rents, or other income and other accumulations howsoever made and investments representing the Trust Fund for the time being and from time to time.

3.     3. The Trustees shall invest the Trust Funds in any of the investments hereinafter mentioned and shall collect or receive the interest, dividends, rents, profits and other income accruing on such investments from time to time and out of such gross income the trustees shall deduct the following expenses-

a.     The costs, charges and expenses incurred for recovering or receiving such income from the investments.

b.    The wages and salaries of any employees engaged for managing the Trust Fund or property.

c.     If the Trust Fund is invested in an immoveable property or properties or the trustees hold any such property then

                                              i.                the expenses by way of payment of taxes, cesses, assessments,dues and duties payable to the Government or any local authority or public body in respect thereof,

                                             ii.                the expenses for carrying usual tenantable repairs, additions or alterations to such property and keeping it in good condition,

                                            iii.                the expenses of insurance premium on policies obtained against any risk to such properties,

                                            iv.                fees payable to any architect, legal adviser or other professional person in connection with such property,

                                             v.                all other costs, charges and expenses for the management of the trust fund or property not specifically mentioned.

4.     After deducting or setting apart the expenses mentioned in clause 3 above from the gross income of the trusts fund the net income from the Trust Fund will be paid to........ the wife of the settlor for being utilised for the maintenance and residence of herself and for the maintenance, residence and education of the settlor's sons and unmarried daughters who are minors viz........, On payment of such net income the trustees shall not be entitled or bound to ask the said Mrs........for the account of the amount so paid.

5.     On the death of the said Mrs......... or in the event of the said Mrs........ surviving the settlor and thereafter remarrying, the income shall be utilised or spent by the Trustees for the maintenance and education of the said children of the settlor until the youngest of them attains majority. If the settlor is then alive the net income shall be given to him as their natural guardian for the maintenance and education of his said children.

6.     If the minors or any of them are looked after by any de facto guardian of the said minors, after the death or remarriage of the said Mrs......... as aforesaid and the trustees are satisfied about the bona fides of such guardian, the Trustees will be entitled to hand over the net income to such guardian for the maintenance and education of the said minors provided that the Trustees will do so only if such guardian agrees to render account of the moneys so paid to him from time to time. If the Trustees are not satisfied with the bona fides of such de facto guardian they should apply to the proper court for appointment of some fit and proper person to be the legal guardian of the minors and on such appointment the trustees shall pay the net income to such guardian (even if the de facto guardian is so appointed) for the maintenance and education of the said minors.

7.     On the youngest of the said children attaining majority, the trustees shall hand over and transfer the trust fund then existing to the said children as tenants in common in equal shares provided that, if the Trust Fund then existing does not comprise of or include any immoveable property, the trustees shall divide the Trust Funds in equal parts and hand over one part to each of the children absolutely.

8.     If before the youngest of the children attains majority, any of the daughters of the settlor is married, the trustees shall spend a sum not exceeding Rs......... for her marriage expenses out of the corpus of the Trust Fund and the amount so expended shall be deducted out of her share in the corpus at the time of distribution thereof as aforesaid.

9.     The Trustees may from time to time open in their own names one or more banking account or accounts with such Banks as they shall from time to time decide and any two of the Trustees shall have power to draw cheques upon such account, endorse cheques and dividend warrants and pay or cause to be paid any moneys forming part of the Trust Fund to the credit of such account or accounts or place the same on deposit at any such bank or banks as may be necessary and otherwise to operate such account or accounts.

10.  The Trustees shall invest and keep invested the said amount hereby transferred and all moneys that may come in their hands as the Trustees hereof (except such part thereof as may be required for current expenses for the purposes of the Trust premises not exceeding Rs. 1000/-) in any of the securities authorised by Section 20 of the Indian Trust Act II of 1882 as well as in Bank deposits, shares and debentures of any public company or corporation and may from time to time at their description vary the said investment into or for others of the same or a like nature as may be beneficial to the Trust.

11.  The Trustees shall have full power to compromise or refer to arbitration any claim or account whatsoever or any other matter in which the Interest of the trust fund is involved and its funds and property may be concerned or wherein the Trustees as such may be parties.

12.  The Trustees shall have the following further powers:

A.    If the Trust Funds include any immoveable property, (i) to let out any such property or any part thereof at reasonable rents and on such terms as they may think fit. (ii) to carry out repairs and renovations thereto as and when required, (iii) to sell the same or part thereof at such price and on such terms as they think fit if the Trustees do not think it necessary or economical to keep the property.

B.    To appoint any manager or supervisor or other employees in connection with the management of the trust property.

C.    To appoint any one or more persons, by a power of attorney,authorising him to manage the trust property or to do such other acts and things as the trustees may think lit in connection with the trust property.

D.    To appoint any proxy or proxies for voting at any meeting of companies in which any part of the trust fund is invested or any meeting of creditors or contributors in the winding up of any such company.

E.    To appoint any solicitor or advocate, architect or any other professional person in connection with the Trust Fund or property whenever their services are required and to pay their fees.

F.    To file or defend any suit or other legal prodeedings, including appeals, petitions and to authorise any of the Trustees to make, sign or declare, plaints, written statements of defence, affidavits, petitions. Vakalatnama and to accept service of any summons or other legal process.

G.    To authorise any of the Trustees to appear before any Central or State Government Officers or authority such as Officers under the Income-tax Act. Customs and Excise Acts, Officers of the Municipal Corporation or any Local Authority, Sub-Registrar of Assurances, Revenue Officers and Tribunal as and when required in connection with the trust fund or property thereof.

13.  The receipt of the Trustees for the purchase money of any property hereby directed or authorised to be sold or for any other moneys paid and for any securities transferred to them by virtue of these presents or in the execution of any of the trusts or powers hereof shall effectually discharge the person or persons paying or transferring the same or from being bound to see to the application or being answerable for the loss or misapplication thereof.

14.  The Trustees shall be responsible for their own individual acts and defaults only and not for the acts or defaults of another of them nor for the acts or defaults of any banker, broker, auctioneer or other persons into whose hands any trust property consisting of securities or money or the income thereof shall in the ordinary course of business come nor for the depreciation of any property or securities nor for any mistake or error of judgment committed by them in regard to the choice of the recipients of the benefit of the Trust premises or the objects thereof in any particular case or cases nor otherwise howsoever except for the willfull acts and default only.

15.  The Trustees shall pay themselves and defray and satisfy out of the trust fund for the time being all expenses which they may reasonably have to incur in and about the execution of the trusts and powers herein contained and the administration of the Trust premises hereby effectuated,including the premia for the insurance of the buildings for the time being subject to the trusts hereof but the Trustees shall not be personally responsible for any loss arising in consequence of any accidental omission to insure any building against risk from fire or other risk.

16.  The Trustees shall cause proper accounts to be kept of the Trust Fund and all additions thereto and the income thereof respectively and the accumulations of such income and the application thereof from time to time and shall on checking the same sign the account books twice in each year. The account books so signed by the Trustees shall be examined, audited and certified by one or more properly qualified auditor or auditors once in each year and the audited statements of account shall likewise be signed by all the Trustees.

17.  The Trustees may at some convenient place in....... and at convenient intervals hold meetings from time to time as occasion shall require, for the transaction of the business of the Trust premises and the Trusts hereof.

18.  Any one Trustee may convene a meeting of the trustees for the transaction of any particular business and any business may be disposed of by a circular instead of at a meeting unless the majority of the Trustees think otherwise.

19.  At least two clear days notice shall be given to the other Trustee or trustees as to the place, hour and day of the meeting and of the nature of the business to be transacted thereat.

20.  The original minutes of the proceedings of every such meeting shall be deposited at the office of the Trustees who shall provide for the safe custody thereof.

21.  If and so often as any of the Trustees hereby appointed or any future trustees or trustee of these presents shall die or go to reside out of India for more than a year or shall desire to retire or refuse or become unfit or incapable to act in the Trusts of these presents or shall become bankrupt or insolvent or if the Settlor or the Trustees for the time being shall be desirous of appointing additional Trustee or Trustees hereof with them. it shall be lawful for the Settlor during his life and after his death for the surviving or continuing trustees or Trustee for the time being of these presents or if there shall be no surviving or continuing trustee then for the retiring or refusing trustees or trustee or the heirs, executors or administrators of the last surviving trustee to appoint any other person or persons to be a trustee or trustees in the place of the Trustee or Trustees so dying or going to reside abroad or desiring to retire or refusing or becoming unfit or incapable to act as aforesaid or to appoint an additional trustee or trustees as aforesaid with liberty upon such appointment to increase or diminish the original number of trustees which shall never be leas than two or more than five and upon every appointment made under this clause the trust fund and the investments for the time being thereof shall be so transferred as to become vested in the new trustees or trustee either jointly with the continuing trustees or trustee or solely as the case may require and every trustee so appointed as aforesaid may as well as before or after such transfer, act as fully and effectually as if he had been hereby constituted a trustee.

22.  In all cases of difference of opinion amongst the trustees as to whether a particular act should be done or omitted to be done in the execution of the trusts hereof or as to the powers and authorities herein contained or as to the true intent and meaning of any of the clauses or trusts hereof the same shall be decided and dealt with in accordance with the opinion of the majority which shall be final and conclusive. In case of an equality of votes the Trustee senior most in age shall have a second or casting vote.

23.  The expression 'Trustees' in this deed shall mean and include the Trustees or Trustee for the time being and from time to time, the survivors or survivor of them and the heirs, executors, administrators of the last survivor of them.

IN WITNESS WHEREOF the Settlor and the Trustees have set their respective hands the day and year first hereinabove written.

Signed, sealed and delivered by the withinnamed Settlor..........

in the presence of

Signed, sealed and delivered by the

withinnamed Trustees

1.

2.

3.

in the presence of........................

**MAKING OF A TRUST BY A DEBTOR FOR THE ADVANTAGES OF HIS CREDITORS**

THIS TRUST DEED is made on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_

between Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 s/o Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter (referred to as "the debtor") of the first part;

AND

Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 and Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (here in after referred to as "the trustees," which expression shall include the trustee or trustees for the said time) of the second part.

AND

The individuals, firms, and companies detailed in the Schedule I enclosed hereto (hereinafter called "the Creditors") of the third part.

WHEREAS

1. The Debtor is doing the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and has taken on credit several kinds of raw materials etc. from different parties ("the Creditors") as referred to in the Schedule I.

2. The Debtor has not been able to pay to the Creditors fully their debts and can not pay them due to financial distress

3. The Debtor has proposed to the Creditors, which as accepted by him as Creditors shall assign his property for their advantage on terms/conditions hereinafter appearing.

NOW THIS DEED WITNESSETH AS UNDER:

1. The Debtor hereby assigns, transfers and conveys the said property to the trustees upon trust for benefit of his creditors.

2. The Trustees shall be empowered in selling the said property on and getting money thereto and after spending money, as considered necessary, by them shall give the same proportionately amongst the creditors per such rules as are applicable to the administration of estates in insolvency proceedings and shall stand possessed of the balance thereof (if any) upon trust for the Debtor.

3. The Trustees are free to defer the sale of all or any of the property as deemed fit by them lease, mortgage or otherwise deal with the said property and raise money thereon so as to discharge the liabilities of the Debtor and for expenses incidental to the management of the property.

4. The Trustees shall be empowered to do and manage business of Debtor and to employ the Debtor or any other person per management and may pay to him such salary as they consider fit.

5. The Trustees shall be empowered, in collecting debts owing to the Debtor, to file and suit or other proceedings in court or may refer any controversies with any person in concerning to any such debt to arbitration or may compromise or arrange concerning to any such debt.

6. The Creditors do hereby and each of them does hereby release and discharge the Debtor from all said debts and from all actions, claims, demands or any other proceeding, whatever, by Creditors or each of them, against the Debtor in relation thereof.

7. The Trustees shall, in administering the trust hereby made act per their unanimous judgment and in case of disagreements of opinion, according to opinion of the majority of them.

IN WITNESS WHERE OF, the parties hereunto have signed this deed this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.

(Schedule hereinabove referred to)

Witness:

**Model Trust Deed for a Private Specific Trust**

MODEL TRUST DEED FOR A PRIVATE SPECIFIC TRUST DEED OF TRUST OF

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TRUST

THIS DEED OF TRUST made at \_\_\_\_\_\_\_ this day of \_\_\_\_\_\_\_ 2000 BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ hereinafter called "the Settlor" (which expression shall unless it is repugnant to the context or meaning thereof be deemed to include his heirs, executors and/or administrators) of the One Part AND (1) -------------------- residing at \_\_\_\_\_\_\_\_\_\_\_\_\_ AND (2) ------------------ residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called "the Trustees" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the survivors of survior of them and the heirs, executors and administrators of the last survivor and the trustees or trustee for the time being of these presents, their, his or her assigns) of the Other Part;

      i.        WHEREAS the Settlor is seized and absolutely possessed, inter alia, of an amount of Rs.\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) in cash;

     ii.        WHEREAS out of natural love and affection which the Settlor bears towards the beneficiaries (i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and (ii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who are the (relationship) of the Settlor, the Settlor is desirous of settling a sum of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_ only) upon and subject to the trusts, powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same and the Settlor has requested the Trustees to act as the Trustees thereof, which the Trustees have consented to do (as is testified by their being parties to and executing this Deed);

AND WHEREAS in pursuance of the said desire the Settlor has, prior to the execution hereof, handed over cash of Rs.5,000/- (Rupees five thousand) and a cheque for Rs. \_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) to the Trustees and the Trustees have accepted and taken possession of the same and they shall hold the said amount upon the Trusts and with and subject to the powers and provisions hereinafter declared and contained;

NOW THIS DEED OF TRUST WITNESSETH as follows:-

1.     The Settlor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_has conveyed, transferred and assigned to the Trustees the said amount of Rs. 5,000/- (Rupees five thousand only) in cash and Rs. \_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) by cheque.

2.     The Trust shall be known as "..................." but it may hold assets or carry on business in any suitable name.

3.     The Trustees hereby declare that they the Trustees shall hold and stand possessed of the said property which is referred to as "the Trust property" which expression shall also include cash and any other property and investments of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or such as may be acquired by the Trustees or come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents, upon the Trusts and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained concerning the same.

4.     The Trustees shall hold and stand possessed of the Trust property upon the following trusts that is to say:-

a.     to manage the trust premises or Trust Fund and collect and receive the interest, dividend and other income thereof;

b.    to pay and discharge out of the income of the Trust Fund all costs, charges and expenses for collecting and receiving the income of the Trust Fund and all other assets, charges, expenses and outgoings of and incidental to the Trusts created by these presents and administration thereof;

c.     to close the accounts of the Trust on the 31st day of March of every year and pay to or accumulate or spend the net income of the Trust among the beneficiaries in the following properties:-

                                      i.        %

                                     ii.        %

1.     If either of the beneficiaries dies before the determination of this Trust his or her share and interest in the Trust shall devolve upon the survivor and in the event of the death of the survivor before the determination of the Trust it shall devolve upon his legal heirs.

a.     The income of the Trust shall be credited to the respective accounts of the beneficiaries.

b.    Any amount withdrawn by the beneficiaries or on their behalf shall be debited to the respective accounts of the beneficiaries.

c.     The Trustees shall also be entitled to spend any part of the corpus or of the amounts credited to the accounts of the beneficiaries for their maintenance, education and medical relief or for any other benefit of the beneficiary concerned and such amounts shall be debited to the respective accounts of the beneficiaries.

d.    The Trust shall be determined when the younger of the beneficiaries attains the age of ...... years or on such earlier date as the Trustees may in their absolute power decide. On the determination of the Trust the corpus of the Trust property shall be divided among the beneficiaries existing at the time according to their shares and if there is no existing beneficiary then to the legal heirs of the beneficiary who dies last.

1.     It is hereby agreed and declared that the Trustees herein appointed or to be appointed in future as hereinafter provided shall manage the trust property and for this purpose they shall have full power at all times to sell, convert, transfer or alienate any one or more of the Trust properties and to convert the proceeds thereof in other properties, securities or investments as they may deem fit.

2.     The Trustees may receive and accept any donations, gifts or bequests from the Settlor or any other person or persons for the purpose of the Trust. The Trustees may also accept deposits or take loans from any person including the Settlor on such terms and conditions as they may deem fit. Without affecting the generality of the powers, provisions and authorities vested in the Trustees under these presents the Trustees' shall have in addition thereto and not in substitution thereof, the following powers and authorities and they shall be entitled to execute all acts, documents and things necessary, ancilliary or incidental thereto, that is to say :-

a.     To open banking accounts of the Trust in any bank or banks of repute in the name of the Trust or in the name of any Trustee or Trustees and such bank account may be operated by any one of the Trustees individually.

b.    To borrow monies or raise loans and funds required for any purpose, power or provision either directly or indirectly concerned with the objects of this Trust or incidental to these presents from any bank or other person or concern.

c.     To draw, make, accept, endorse, discount, execute or issue promissory notes, bills of exchange and other negotiable instruments.

d.    To purchase, take on lease or sub-lease, leave and licence basis, co-operative schemes or any other arrangements or in exchange or hire movable or immovable property including residential flats or commercial units and any rights, benefits or privileges which the trustees may think necessary or convenient.

e.     To construct, develop, maintain, erect, fabricate and alter any building, structures, industrial estates, factories and storage tanks or works of any nature whatsoever necessary or convenient or as the Trustees may think fit.

f.     To sell, improve, manage, develop, exchange, lease, mortgage, pledge, hypothecate, dispose of or turn to account and deal with all or any part of the Trust Fund and premises hereby settled or any part or parts thereof.

g.    To organise agencies or officers or to make any other arrangements necessary for conducting and managing the Trust and to appoint such agents and representatives on their behalf as the Trustees may think fit.

h.     To purchase on ownership or take on rent or compensation residential flats, business premises, industrial sheds or factory premises, godowns or open plots of land and let out the same on leave and licence or compensation or warehousing charges or storage charges.

i.      To carry on any business or businesses including that of import or export of any commodities, import and export and banking or enter into partnership or joint ventures or other arrangements with any other person, firm, body corporate, society, federation, association of individuals or otherwise howsoever for carrying on any business or businesses, industries or commercial activities for and on behalf of the Trust and to appoint any one or more Trustees to be partners, representatives or nominees or nominee for and on behalf of the Trust to carry out or implement any such arrangements.

j.      The Trustes shall be entitled to determine whether any money or property shall for the purpose of this Trust be considered as capital or income and whether expenses, outgoings or loans ought to be paid or borne out of the corpus or income and any such determination of the Trustees shall be conclusive.

k.     The Trustees may deposit any documents of title or any other papers or documents or certificates held by them relating to any movable or immovable property or relating to the Trust under these presents with any bank or bankers or any other person, firm, or company whatsoever for safe custody and may pay any such charges payable in respect of such deposits.

l.      The Trustees instead of acting personally, may employ and pay any agents, person or representative including any bank or insurance company to transact any business or to do any act whatsoever in relation to the Trusts of these presents including the receipt and payment of moneys without being liable for loss and shall be entitled to be allowed and be paid all charges and expenses incurred hereby.

m.   The Trustees may from time to time appoint on such terms with or without remuneration as they may determine any immovable or movable property subject to the provisions of this Trust and the Trustees shall have powers to pay them salary, wages, emoluments, fees and remuneration.

n.     In the event of the Trustees doing any business or starting an industry or undertaking either themselves or in partnership with others or as joint venture and their incurring any losses thereby, they will be entitled to be reimbursed out of the Trust all losses incurred as well as all costs, charges and expenses incurred by them in starting or defending any proceedings.

o.    The Trustees shall have the power to make investments in movable or immovable property, to give loans on interest or otherwise to purchase shares, debentures and other securities, Government bonds etc and to make any other investments as the Trustees in their sole discretion may deem suitable.

1.     In the event of the Trustees purchasing an immovable property or properties out of moneys belonging to the Trust it shall be lawful for the Trustees to repair, pull down, or rebuild them or construct any other buildings or structures out of the corpus of the Trust Fund and to give such properties on lease or tenancy or leave and licence or in any other manner on such terms at such rent or rents and upon such conditions as the Trustees may think fit and to make allowance with tenants and others and the Trustees shall also have the power to condone breaches of covenants and to accept surrender of lease or tenancy etc. and generally shall have all powers of management of such immovable property or properties as absolute owners without being responsible for loss or damage that may happen thereby and it shall be lawful for the Trustees at any time to sell such immovable properties or property or part or parts thereof or easements rights or privileges exercised or enjoyed in, over, for upon or under such immovable property or properties and upon any such exchange to give or receive moneys for equality or exchange.

2.     The Trustees may make any such sale as aforesaid either by public auction or private contract and may make or agree to any stipulations or provisions as to evidence to title or commencement of title or otherwise to any conditions of sale or contract for sale or exchange and may buy in at any sale by auction and rescind or carry any contract and enter into any new contract for any of the purposes aforesaid without being responsible for any loss. The Trustees may execute assurances and give effectual discharge for any such sale or exchange which they may think proper.

3.     In the event of any difference between the Trustees concerning the affairs of the Trust, the decision of the majority of the Trustees shall prevail.

4.     The Trust being established hereby shall be irrevocable and no part of the Trust Fund shall in any circumstances whatsoever be paid or lent to or be applied for the benefit of the Settlor. If the Trust fails or is held to be invalid for any reasons, there shall be no resulting trust in favour of the Settlor but the assets of the Trust shall be divided amongst the beneficiaries in the proportion mentioned in clause (4) above.

5.     Any Trustee for the time being hereof may at any time retire from the Trust on giving not less than one month's notice in writing of his intention to do so to the other Trustees for the time being hereof and upon expiry of such notice the Trustee giving such notice shall cease to be a Trustee of these presents.

6.     Every one of the Trustees for himself doth hereby agree that in the event of his vacation of the office of the Trustee, he shall do all necessary acts, deeds and things for effectively transferring over unto the name/names of the additional Trustees or Trustee the Trust Fund and all costs attending such transfer shall be borne out of the income of the Trust Funds.

7.     It shall be always lawful for the Trustees to appoint any additional Trustees or Trustee of these presents and if the Trustees hereby appointed or any of them or any future Trustee or Trustees hereof shall die or remain abroad for more than 2 years continuously or become bankrupt or insolvent or desire to be discharged or refuse or become unfit or incapable to act or if the Trustees shall be desirous of appointing any additional Trustees or Trustee along with them then in and every such case it shall be lawful for the Trustees or the surviving or continuing Trustees or Trustee for the time being and if there be no surviving or continuing Trustee or the refusing or retiring Trustees or Trustee if unwilling to act and failing them then the heirs, executors or administrators of the last surviving or continuing Trustee/Trustees becoming unfit or incapable to act to appoint a new Trustee or Trustees and upon any such appointment the number of Trustees of these presents shall at no time be less than two nor more than seven and upon every such appointment the Trust property and the Trust Fund thereof shall (if and so far as the nature thereof or the other circumstances so require or admit) be transferred so that the same may be vested in the Trustees or Trustee for the time being and every Trustee so appointed may as well before or after such transfer of the Trust property or funds act and/or assist in the execution of the Trusts and powers of these presents as fully and effectively as if he had been hereby originally constituted as a Trustee hereof. Acceptance in writing by the substituted or additional Trustee or Trustees shall be sufficient to vest the Trust Funds in such Trustees or Trustee.

8.     The Trustee will from time to time decide questions arising with respect to the administration of the Trust and may keep a record by way of minutes of work done and resolutions arrived at by them at their meetings convened or by circular.

9.     In case any Trustee whether present or future, happens to be a professional person he will be entitled to payment of professional fees for work done by him or by a firm in which he is a partner and he shall not be liable to account for any share of profits received by him from the firm.

10.  And it is hereby further agreed and declared that the Trustees for the time being of these presents shall be respectively chargeable only for such Trust Funds and the income including moneys, stocks, funds, shares and securities as they shall respectively actually receive notwithstanding their responsibility and shall be answerable and accountable only for their own acts, receipts, neglects and/or defaults and not for those of the other or others of them nor any banker, broker, auctioneer or agents or any other person or persons into whose hands any Trust Funds or Trust income may be deposited or come nor for lending or any security with less than marketable title nor for the insufficiency or deficiency of any stocks, funds, shares, securities nor any other loss unless the same shall happen through their own wilful defaults or dishonesty respectively and also that the Trustees or Trustee for the time being of these presents may reimburse themselves or himself and pay and discharge out of the Trust Funds and property all expenses incurred in or about the execution of the Trust or powers of these presents.

11.  The Trustees shall have power from time to time to make rules and bye-laws relating to their meetings and conduct of the business and otherwise as to the management of the Trust Fund and from time to time carry out, alter or add to such rules or bye-laws provided however that such rules or bye-laws are not inconsistent with the terms of these presents.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the                          )

With in named SETTLOR                                       )

Mr.\_\_\_\_\_\_\_\_\_\_\_                                                   )

in the presence of                                                 )

SIGNED AND DELIVERED by the                          )

With in named TRUSTEES                                    )

(1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and                              )

(2)                                                                       )

in the presence of                                                )

 **PRIVATE TRUST FOR ADMINISTRATION AND PRESERVING PROPERTY**

This deed of trust is made by Mr. AA .S/o.............................................

 R/o.........................................................................................................

 (Hereinafter referred as the settler) of the one part

And

Mr. BB son of ................................................... resident at.................. ……………………………..

Mr. CC son of.................................................... resident at……………………………….................

And

Mr. DD son of.....................................................resident at……………………………………................

(After it called the trustees which term shall include the Trustee/Trustees for the time being) of the other part.

WHEREAS

The said Mr. AA possesses and owns all that estate given and specified in Schedule hereto which being his self-acquired property and bearing full disposing power on that under Hindu law.

And whereas the said Mr. AA has for some time past not keeping good health and can not take care his affairs and administrator the said estates living all hopes of absolute recovery.

And whereas his only son Mr. EE having long been suffering from epileptic fits is now almost unsound mind and weak intellect wholly unable to administer household and property affairs.

And whereas for considerations and reasons as stated above and for due administration protection and preserving his property the said Mr. AA wants to create a trust relating his aforesaid estate in the way hereinafter appearing.

And whereas total value of above stated property being estimated at Rs........................ as given in Schedule hereto.

Now this deed witnesses as below:

1. This said Mr. AA per his desire and wish as aforesaid do hereby transfer convey and grant, all that estate stated in the Schedule hereto (hereinafter referred to as the trust property,) unto and to the use of the trustees to hold and have the same in trust for the said Mr. AA and after he expire trust hereinafter declared relating the same with and subject to such powers/restrictions as are hereinafter stated.

2. The trustees shall by themselves or through a representative or representatives employed by them manage and administer the trust property in such a manner as might be most beneficial in the interest of trust and shall realise the rent, dividend, interest and other income coming from the trust property and said Mr. AA shall make such formal endorsements and execute such document/documents and do such thing as may be lawfully compulsory enabling the trustees to get such income: provided that during the life time of Mr. AA or his wife with fully possessing of his senses, the trustees shall be not empowered to vend, mortgage or otherwise transfer any part of his residential house excepting with his written agreement if he is living and able to give consent or with the agreement of his wife if he is expired or can not give his consent.

3. During life time of Mr. AA, the trustees shall spend income of trust property in such a way as the said A may instruct and if he can not give any instructions the said income shall be spent for maintaining said A, his wife, his son, his son's wife and other members of his family as may for time being be in existence/dependent on him and on all religious, social and customary needs of the family.

4. After said Mr. AA expires the income from trust property shall be spent in maintaining his wife, his son, the said Mr. EE the said Mr. EE's wife and such member/members of his family as may be in existence and on all such customary, social and religious needs of the family as aforesaid.

5. If at any moment the trustees finding the income of trust property being insufficient for objects of trust as hereinbefore stated, they shall be free in raising money by selling such stocks, shares or securities stated in said schedule, as they may think fit, provided excepting of sudden, urgent and unavoidable necessity, they shall not raise more than rupees ten thousand in one year by disposing such stocks, securities or shares.

6. If due to expiry or other reason the office of a trustee falls vacant, and the said Mr. AA is living with proper senses and after he expire or if he is not in proper sense the remaining trustees shall select a new trustee or trustees if they so consent conjointly and if they can not consent on the selection a new trustee or do not select one by a reasonable time, the court may select a new trustee according to law for the time being in force in this behalf and, in such selection, the trustees or the court shall honour the wishes, if any, of the said Mr. AA's wife and the wife of the said Mr. EE stated in this behalf. Pending selection of a new trustee, the remaining trustee shall continue to manage the trust.

7. On expiry on both said Mr. AA and his son, the said MR. EE, this trust shall end. The trust property or such part of it as may be in subsistence shall at once confer on the successors and legal representatives of the said MR. EE.

8. The said Mr. AA hereby expressly retains to himself the power to alter or revoke at any moment on his pleasure the trust here by formed. Such alteration or revocation will not affect any act already done by the trustees in good faith in due execution of the trust.

The Schedule

Date:

**Public Charitable Trust**

THIS INDENTURE made at Bombay this ------- day of ----------- 1990 BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ called "the Settlor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors or administrator) of the One Part AND (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called "the Trustees" (which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivor of them and the Trustees or Trustee for the time being of these presents and the heirs, executors and administrators of the last surviving Trustee their, his or her assigns) of the second Part;

WHEREAS the 'Settlor' is desirous of settling for Public Charitable purpose a sum of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only);

AND WHEREAS the Trustees have agreed to act as the Managing Trustees for life of the said Trust;

NOW THIS INDENTURE WITNESSEH that with a view to perpetuate the said desire and in consideration of the premises and for other diverse good causes and consideration him thereunto moving he the 'Settlor' doth hereby grant, assign transfer and hand over to the Trustees and the Trustees do hereby accept and take possession of the said sum of Rs. -------/- Rupees ---------- only) (hereinafter for brevity's sake called "the Trust Estate" which expression shall include all accretions thereto by way of donations or otherwise and the investments for the time being representing the same) to HOLD the Trust Estate upon the trusts and with and subject to the powers, provisions, agreements and declarations hereinafter contained of and concerning the same i.e.

a.     for relief of the poor

b.    education

c.     Medical relief

d.    the advancement of any other object of general public utility;

e.     to collect and receive funds and donations for the above objects,

f.     to do all acts, deeds and things as are incidental and conducive to the furtherance of the above objects.

AND IT IS HEREBY DECLARED that the charitable objects hereinabove mentioned shall not be limited or restricted to any particular caste or creed and will not involve any element of profit making.

AND IT IS HEREBY FURTHER DECLARED THAT THE Trustees shall be entitled to utilise and disburse either the net income of the Trust Estate and/or parts of the corpus thereof for maintaining and/or conducting establishments for the charitable purposes and trusts hereinabove set out;

1.     The Trustees shall have power and shall be entitled to collect, recover and receive dividends, rents and profits and other income of the Trust Estate (hereinafter referred to as `as the Trust income`) and to pay there out all taxes, rates, assessments, expenses and outgoings for collection in respect thereof and for the management of the Trust Estate and for administering and carrying out the Trust hereof.

2.     The Trustees shall be entitled from time to time to accept from any person or persons desiring to make gifts or donations upon the trusts and subject to the terms, provisions and powers and conditions contained herein, such moneys or properties as the Donors desire from time to time to give on the aforesaid trusts and on the terms and conditions herein contained.

3.     The Trust hereby declared shall be designated as ----------------.

4.     The Registered Office of the Trust shall be at ----------------------.

5.     The Trusts hereby declared shall be irrevocable.

6.     It shall be lawful for the Trustees at any time and from time to time to borrow moneys as well as to sell, mortgage, assign, transfer, demise or let on lease for any period however long or otherwise dispose of and deal with the Trust Estate including any immovable properties comprised therein or any part thereof either by publication or by private contract and on such terms and conditions as they the Trustees think fit with liberty to the Trustees to buy in rescind or vary any contracts for sale, mortgage, transfer, assignment, lease or other disposition as aforesaid and to resell the same or enter into a fresh contract for transfer, assignment, lease or other dispositions without being answerable for any loss occasioned thereby and with power also to execute all necessary assignments, conveyances, mortgages, transfers, leases, sub-leases and their counter-parts, and other deeds and assurances for the same and to give receipts and discharges for the consideration moneys and all other moneys. All moneys arising from any such sale, mortgage, transfer or other dispositions shall be deemed to be part of the Trust Estate and shall be dealt with accordingly.

7.     The receipt of the Trustees for the purchase money of any property hereby directed or authorised to be sold, or for any other moneys, stocks, funds, shares, securities or investments paid, delivered or transferred to them or him by virtue of these presents or in the execution of the Trusts or powers hereof shall effectually discharge the person or persons paying, delivering or transferring the same therefrom and/or from being bound to see to the application or being answerable for the loss or mis-application thereof.

8.     The Trustees for the time being of these presents shall be respectively chargeable only for such moneys and securities as they shall respectively actually receive, notwithstanding their signing any receipt for the sake of conformity and shall respectively be answerable and responsible only for their own respective acts, receipts, omissions, neglect and defaults and not for those of each other, nor for that of any banker, broker, auctioneer, or other person with whom or into whose hands any trust moneys or securities shall be deposited or come, nor the insufficiency in title or deficiency in value of any investments nor any other loss, unless the same shall happen through their own willful default respectively AND ALSO that the Trustees or Trustee for the time being may reimburse themselves, herself or himself or pay and discharge out of the Trust estate all expenses incurred in or about the execution of the Trusts or powers under these presents.

9.     The Trustees for the time being of these presents shall have full power to compromise or compound all actions suits and other proceedings and all differences and demands and to adjust, settle and approve all accounts relating to the Trust Estate and to execute, release and to do all other things relating thereto without being answerable or accountable for any loss occasioned thereby.

10.  The Trustees shall be entitled to employ any person or persons and pay them remuneration for the effective management and implementation of the Trust, including expert and technical qualified or experienced personnel.

11.  If and so often as any of the Trustees hereunder appointed or any future Trustees or Trustee of these presents shall die or shall leave India for more than one year or shall desire to retire from or refuse or become incapable to act in the Trust of these presents or otherwise, it shall be lawful for the surviving or continuing Trustees for the time being of these presents for this purpose to act in the execution of this power or for the proving executors or administrators of the last surviving Trustees to appoint a new Trustee or Trustees in place of the Trustee or Trustees so dying or leaving India or desiring to retire from the Trust or otherwise to appoint new or additional Trustees or Trustee and upon every or any such appointment the number of Trustees may be augmented or reduced and upon every such appointment the Trust Estate shall be transferred so that the same be vested in the Trustee or Trustees for the time being of these presents AND the Trustee or Trustees so appointed as aforesaid may as well before or after such transfer of the Trust Estate, act or assist in the Execution of the Trusts and powers of these presents as fully and effectually as if he / they had been hereby appointed as Trustee or Trustees PROVIDED THAT the number of Trustees of these presents shall not be less than two nor more than, seven PROVIDED HOWEVER AND IS HEREBY AGREED and declared for the sake of clarification that the present Trustees who have executed these presents shall remain Trustees during their lifetime or until such time as they retire or become disqualified to act as such.

12.  Any Trustee may at any time resign by giving a month's notice to his co-trustees and upon expiry of such period, he shall be deemed to have vacated his office.

13.  The Trustees shall have the right to make necessary resolutions by circulars instead of by meeting and any resolutions as agreed to by a majority of the Trustees shall be as valid and effectual as a resolution of the Trustees at a meeting duly convened.

14.  The Trustees shall determine all questions and matters of doubt in the execution of the Trusts, including the meaning and construction of any of the articles and provisions herein contained and do all acts and execute all the trusts, powers and authorities appertaining to these presents unanimously, and in case of disagreement, by majority, each Trustee shall have one vote only. The Trustees shall be at liberty to make rules or bye-laws which are not inconsistent with what is herein contained.

15.  For the purpose mentioned above or any of them, the Trustees shall be at liberty to enter into, sign, execute and deliver all such contracts, deeds, assurances and writings as they may deem necessary or expedient. The Trustees shall also be entitled in incur all legitimate expenses which they consider to be beneficial to and in the interests of the Trust.

16.  The Trustees shall be entitled to invest the Trust estate or such other funds of the Trust as are not immediately required, in any of the investments authorised by the Bombay Public Trusts Act, 1950 and/or the statutory amendments, modifications or reenactment thereof for the time being in force or the rules made there under and the Trustees shall also be at liberty to invest the Trust Estate or any part thereof on the mortgage of any immovable property situated in any part of the Republic of India (either of freehold or leasehold or any other tenure) and the Trustees shall also be entitled to purchase vacant land of any tenure and to construct buildings and other structures thereon as the Trustees may consider necessary and in the interest of the Trust and they shall also be entitled to pull down and demolish to rebuild any building or erection as they may consider necessary and in the interest of the Trust AND the Trustees shall have power to alter, vary or transfer the investments from time to time in such manner as the Trustees may think fit proper and in the interests of the Trust.

17.  The Trustees shall be entitled to obtain tenancy in and/or take on lease any premises and/or properties as they may consider proper, and also give them on leave and licence and receive deposits and/or advance compensation.

18.  Complete accounts of the Trust shall be properly kept in Bombay, or at such other place or places as the Trustees may from time to time decide and all the accounts, records, and documents of the trust shall be maintained at the office of the Trust. The accounts of the Trust shall be duly audited.

19.  The Trustees shall be entitled to open and maintain bank account or accounts as they may consider necessary or proper and such account or accounts may be operated on the signatures of any of two of the Trustees.

IN WITNESS WHEREOF the Settlor and the Trustees have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the within-

named Settlor....................

in the presence of

SIGNED AND DELIVERED by the within-

named Trustees (1)...............

......... and (2)..............

............ in the presence of

**Revocable Living Trust Agreement for an Individual**

This Irrevocable Trust Agreement is made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ s/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred to as Grantor,

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ s/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ s/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein jointly referred to as Trustees.

WHEREAS, Grantor is now the owner of the property described in Exhibit A attached hereto and made a part hereof,

AND WHEREAS, Grantor desires to make provision for the care and management of such property, and the collection of the income there from, and the disposition of both such income and such property in the manner herein provided:

Now, therefore, for the reasons set forth above, and in consideration of the mutual covenants set forth herein, Grantor and Trustees agree as follows:

1.     That the Grantor, in consideration of the acceptance by trustee of the trust herein created, hereby convey, transfer, assign, and delivers to Trustees their successors in trust and assigns, the property described in Exhibit A attached hereto and made a part hereof, by this reference, which property, together with all other property that may from time to time be held by Trustees hereunder, is herein referred to as "Trust Estate".

2.     That the Grantor, and any other persons shall have the right at any time to add property acceptable to Trustees to this trust and such property, when received and accepted by Trustees, shall become part of the Trust Estate.

3.     That the Trustees shall care for and manage the trust estate and collect the income derived there from, and, after the payment of all taxes and assessments thereon and all charges incident to the management thereof, dispose of the net income there from and corpus thereof, as follows

4.     During the lifetime of Grantor the Trustees may pay income of the trust estate and such portions of the principal as the Grantor from time to time may direct to the Grantor, or otherwise as he/she directs during his/her life. After the death of the Grantor the successor trustee shall distribute the trust estate to the following beneficiary or beneficiaries who shall survive me:

a.     \_\_\_\_\_\_\_\_\_\_\_\_ (Name & address)

b.    \_\_\_\_\_\_\_\_\_\_\_\_ (Name & address)

c.     \_\_\_\_\_\_\_\_\_\_\_\_ (Name & address)

5.     The share of any beneficiary who shall be under the age of (\_\_\_\_\_\_\_\_\_\_\_\_) years shall not be paid to such beneficiary but shall instead be held in trust to apply to his/her use all the income thereof, and also such amounts of the principal, even to the extent of all, as the trustee deems necessary or suitable for the support, welfare, and education of such beneficiary; and when he/she attains the age of (\_\_\_\_\_\_\_\_\_\_\_) years, to pay him/her the remaining principal, if any. If any beneficiary for whom a share is held in trust should die before having received all the principal thereof, then upon his/her death the remaining principal shall be paid to his/her then living child or children, equally if more than one, and in default thereof, to the then living descendants of the Grantor, per stripes. No interest hereunder shall be transferable or assignable by any beneficiary, or be subject during his or her life to the claims of his or her creditors.

6.     Notwithstanding anything herein to the contrary, the trusts hereunder shall terminate not later than twenty-one (21) years after the death of the last beneficiary name herein.

7.     That the Grantor may, by signed instrument delivered to the trustee, revoke the trusts hereunder, in whole or in part, or amend this Agreement from time to time in any manner.

8.     That in the event of the death or incapacity of both Trustees, I hereby nominate and appoint as successor trustee \_\_\_\_\_\_\_\_\_\_\_\_\_\_ s/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In the event the successor trustee does not serve I appoint whoever shall at the time be the first designated beneficiary hereunder. The Trustees and their successors shall serve without bond.

9.     That this trust has been accepted by Trustees and will be in India and its validity, construction, and all rights there under shall be governed by the laws as in force in India.

In Witness Whereof, Grantors and Trustees have executed this Agreement on the date above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Grantor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Trustee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnesses

1.

2.

Sworn to and subscribed before me this (day) of (month), (year).

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Schedule A (List of property included in this agreement)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TRUST CREATED MADE FOR**

**MANAGING/PRESERVING OF PROPERTY**

THIS TRUST DEED is created on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ between Sh.\_\_\_\_\_\_\_\_\_\_\_ s/o Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ after it referring being "the author" of the one part

AND

Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 and Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (after it referred as " trustees," which expression shall be inclusive of trustee/trustees for the said time ) of the other part.

WHEREAS

1. The author being owner and being completely possessing immovable properties having number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_specifically stated in the Schedule I unclosed hereto and such other movable property as stated in Schedule II unclosed hereto ,which being his self acquired property he has full disposing power over which per Hindu law;

2. The Author is unhealthy since long and can not manage his affairs.

3. The Author being widower, without son for managing/looking after household property matter;

4. Owing to above reasons the author wishes in making a trust concerning his above stated estate on terms/conditions as appearing after it;

NOW THIS DEED WITNESSETH AS UNDER:

1. The Author so transfers, assigns and conveys ALL that estates stated in Schedule I and II hereto the trustees, IN HOLDING same per trust for Author till his life time and after he expires on trust after it declared.

2. The Trustees shall deal and manage with the said estate in such way and shall use the income from said estate as most advantageous to the interest of trust. Author shall endorse and execute such documents and doing such act, deed or thing as may be validly compulsory in allowing the trustees to get such income.

3. The Trustees shall not be empowered to sell, mortgage or otherwise transfer the said immovable estate given to them as stated above without approval of the Author.

4. Till life time of Author the trustees shall spend income of said properties per instructions as given by the author and lacking such instructions, said income shall be spent on sustenance of Author and such other family members subsisting on that time and depending on him on religious, social and customary needs of the family.

5. After the Author expires, the income of said estates will be spent on sustenance on such other members of his family as subsisting on that time and on religious, social and customary needs of the family.

6. If, trustees, at any moment see that income of said estates being in sufficient for doing the objects of trust as stated before hand they shall have power to raise money by disposing off such stocks, shares or securities stated in the schedule II as they may think just.

7. If, due to death, illness, resignation or any other score, the office of trustee becomes vacant, the Author if living and bearing his proper senses, select a new trustee. If the author is dead or he is senseless, the remaining trustees shall selected a new trustee. if they cannot consents on selecting a new trustee or do not appoint the same within a reasoned time, they shall apply to court for selecting a new trustee per law as enforceable on that time in this regard . For appointing the trustee, court shall abide by the wishes if any of the author in this regard. If, till the time a new trustee is not appointed, the remaining trustees shall run/ administer the trust.

8. On the death of the Author, the trust shall cease to exist and the said properties or such portion of it as may be in existence shall at once vest in the manner following:

(Give manner/details of vesting of property in such case)

9. The Author shall be empowered to cancel or alter, at any moment, per his pleasure, the trust hereby made but such cancellation or alteration will not affect any acts already done by the trustees in execution of the trust.

IN WITNESS WHERE OF, the parties hereunto have signed this deed this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.

(Schedule hereinabove referred to)

Witness:

**TRUST DEED FOR CHARITABLE OBJECTS**

THIS TRUST DEED is created

 between Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

s/o Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the author" of the one part

AND

Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 and Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the trustees" which expression shall include the trustee or trustees for the time being) of the other part.

WHEREAS

1. The author being owner and being in complete possession of the immovable property having no. \_\_\_\_\_\_\_, more specifically stated in the Schedule I enclosed hereto and such other movable property as stated in the Schedule II enclosed hereto which being his self acquired property and he has full disposing power on it under Hindu law;

2. The author intends to gift said properties valuing at Rs. \_\_\_\_\_\_\_\_\_ for such donation purposes as stated herein after.

3. The trustees have consented to become owner of said properties/assets for effecting he wishes of the author.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The said Trust shall be named as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. The Objects of the Trust shall be giving financial assistance:

(i) to needy and poor people ,widows for enabling them earning their bread.

(ii) For students of poor studies.

(iii) to persons in distress, due to floods/earthquakes/other acts of God,

(iv) Commonly to hospitals, educational Schools and other charitable institutions.

3. On life time of Author and capable of performance, he shall be a trustees and shall exercise, conjointly with other trustees, the powers in applying/spending the trust fund for the purposes as stated before. The majority of the trustees will decided matter relating trust.

4. The trustees shall ensure for spending purposes of the trust stated as before only by income by and out of corpus of Trust Fund.

5. The Trustees shall keep proper accounts of all amounts received/disbursed due to purposes of the trust stated as before. The trustees shall get accounts audited by a Chartered Accountant, per the enactments of the Income Tax Act.

6. If any trustees dies or resigns or become incapable or otherwise, and vacancy falls due to that, founder shall appoint other trustee in filling up the vacancy and if the founder is dead, the remaining trustees shall make the appointment.

7. If, at any moment, net proceeds coming from the properties/assets of the trust exceeds the expenditure incurred due to purposes of trust stated here in before, the Trustees shall be empowered in investing such surplus funds in such securities/bonds as given in Section 20 of the Indian Trust Act.

8. The trust fund, and the corpus and the income there from, shall not be used for any other object excepting those for which trust has been made.

IN WITNESS WHERE OF, the parties hereunto have signed this deed

Date

Place.

Witness

1. The Founder

2. The Trustee

**TRUST DEED FOR ESTABLISHING A SCHOLARSHIP**

THIS TRUST DEED is made

between Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.\_\_\_\_\_\_\_\_\_\_

s/o Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the founder" of the one part

AND

Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

and Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the trustees," which expression shall include the trustee or trustees for the time being) of the other part.

WHEREAS the founder wanted to create a trust for giving scholarships to bright students studying in the University/college/school \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for promoting and encouraging education and for that purpose proposes in settling a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_ on trust to the trustees.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Trustees shall spend the said sum Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Trust fund") in their names in such securities /bonds as they may think fit and to apply the income there from, after paying all costs and expenses of or incidental to the management of the trust fund, giving scholarships to bright students studying in the said University/college/school for the promoting and encouraging education.

2. The scholarship be paid from income of trust fund monthly valuing at Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be given to the students studying in the said University/college/school and have qualified such examination as laid per regulations of the said University/college/school or as determined by the trustees from time being.

3. If income of the trust fund per year exceeds to what is needed for above said scholarship it can be applied for the grant of any such other scholarship and in such way as the University/college/school may instruct as determined by the trustees, from time being.

4. Decision of the majority of the trustees shall adjudge matter concerning trust .

5. If vacancy is caused amongst the trustees owing to death or resignation or incapability of any trustee or otherwise the founder shall select other trustee to fill up the vacancy and in case the founder is dead, the remaining trustees shall make the appointment.

6. The trust shall be a public charitable trust and the trust fund shall in no case revert to the founder of the trust or any of his descendents or to any other person.

7. The trust fund shall not be used for any other object excepting those for which trust has been made.

IN WITNESS WHERE OF, the parties hereunto have signed this deed this

Date

Place.

**TRUST DEED FOR ESTABLISHMENT OF A TEMPLE**

THIS TRUST DEED is made

between Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

s/o Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the Donor" of the one part

AND

Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

and Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the trustees," which expression shall include the trustee or trustees for the time being) of the other part.

WHEREAS the founder is desirous of establishing a Hindu temple for worship and for promoting and encouraging Hindu culture and philosophy and for the said purpose proposes to provide a plot of land located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ more specifically stated in the schedule enclosed hereto and also to settle a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on trust to the trustees for building of temple at the said plot of land.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Per his desire, the Donor hereby transfers, assigns and convey, ALL that land stated in schedule I enclosed hereto and sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_ for establishing a Hindu temple for worship and for promoting and encouraging of Hindu culture and philosophy.

2. The trustees shall use the money as laid by the donor for building a temple on the said plot of land as per the plan given in schedule II enclosed hereto and on completion of the said temple the deities of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be installed thereon according to Hindu rites/ceremonies.

3. The trustees shall be empowered in appointing/removing such no. of priests for doing Puja and for celebrating festivals and other employees for the maintenance and upkeep of the temple as deemed fit.

4. The expenditure temple and expenditure on celebrating festivals shall be met out of the income of the temple i.e. donation/money offered to the deities. It is deficient, the expenditure can satisfied out of corpus of trust fund. If found surplus, the Trustees shall be empowered in investing such surplus funds in securities/bonds as deemed fit.

5. The trustees be empowered in borrowing money for the expenditure of temple against security of the trust property excepting temple.

6. The trustees shall keep a proper accounts books for donation/money offered to deities and for on expenditure spent on different accounts, daily. The trustees shall get the accounts audited by a Chartered Accountant as per enactments of Income Tax Act.

7. Only majority decision of trustees will adjudge matters of trust.

8. If vacancy falls among the trustees owing to death or resignation or incapability of any trustee or otherwise the donor shall select other trustee for fill up the vacancy and the donor is dead, the remaining trustees shall make the selection.

9. The trust shall be a public charitable trust and the trust fund shall in no case revert to the donor of the trust or any of his descendents or to any other person.

10. The trust fund shall not be used for any other object excepting those for which the trust has been made.

IN WITNESS WHERE OF, the parties hereunto have signed this

Date

Place.

Witness

1. The Founder

2. The Trustee

**WAIF FOR PUBLIC AND CHARITABLE PURPOSES**

THIS DEED OF WAKF is made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ ., 20 \_\_\_\_\_\_\_¸ by me, AA, aged about \_\_\_\_\_\_\_years,

son of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

resident of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and I hereby declare and make known to all whom it may concern that amongst other properties I am in my own right in proprietary possession of the properties set out in the schedule hereto and that the said properties are free of all encumbrances, charges and liens whatsoever;

AND WHEREAS I have no children, male or female and there are other properties belonging to me sufficient for my maintenance and the maintenance of my wife;

AND WHEREAS with the object of attaining Kurbat or nearness to God and reward hereafter, I desire to make a WAKF of the properties set out in the Schedule hereto for any of the purposes recognised by the Mohammedan Law as religious, pious, charitable and more particularly for the maintenance and support of the poor or orphaned children of Mussalmans belonging to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ sect.

NOW, THEREFORE, THIS DEED WITNESSES that I, the said AA, do hereby dedicate and declare as WAKF all that property more particularly described in the Schedule hereto and hereafter referred to as the Waif property the aggregate approximate value whereof is not more than Rupees\_\_\_\_\_\_\_\_\_\_ (Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .) only;

AND I hereby constitute and appoint myself the first mutawalli (Superintendent) of the Waif property. I reserve the right to nominate the next mutawalli or during my temporary absence to delegate my powers to such person or persons as I may in my sole discretion consider fit and proper. In case I die and fail to appoint any mutawalli then such person or persons who may be acting in my stead or performing the duties of a mutawalli shall be deemed to be the next mutawalli. If more than one person is nominated by me or is or are acting in my place then both shall continue to act as such mutawallis with power to appoint another in their stead or after them. In case of a vacancy arising in the office of a mutawalli or mutawallis for any reason whatsoever, if no person or persons is or can be appointed then it shall be competent for the principal Civil Court of original jurisdiction to fill in the vacancy or vacancies from amongst any adult person professing the Muslim faith and belonging to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ sect:

PROVIDED ALWAYS that no person not a Mussalman or renouncing the Mussalman faith shall be appointed or continue to act as mutawalli to the Waif hereby created.

The mutawalli or mutawallis for the time being shall exercise all the powers and duties as may be necessary for officiating, managing, preserving and utilising the Waif property and for the said purpose may engage, employee or dismiss any manager, servant, contractor or any person employed by the Waif

The income of the Waif property after defraying the expenses of its upkeep, the management of the Waif and the payment of all taxes, etcetera, shall be utilisied for the following objects, inter alia:

(1) Maintenance of poor Muslim orphans, provided they belong and continue to belong to the \_\_\_\_\_\_\_\_\_\_ sect.

(2) Education of poor Muslim orphans, provided they belong and continue to belong to the \_\_\_\_\_\_\_ sect.

(3) Medical attendance and medicine to the same class of Muslims as stated above.

The mutawalli or mutawallis shall also be empowered to accept all donations, grants, presents and other property for the purposes of the Waif and may convert any such donation, grant, present or other property into any other as may be necessary for the better utilisation thereof for the purposes of the Waif

IN WITNESS whereof I, the said AA, have hereto at\_\_\_\_\_\_\_\_\_\_\_\_\_, signed this deed and assumed full control and possession of the properties hereby dedicated and mentioned in the Schedule hereto as mutawalli thereof.

Witnesses:

Sd. AA.

1.

Waif and First Mutawalli.

2.

SCHEDULE OF PROPERTY