

CHARITABLE TRUST

THIS INDENTURE is made at (city) this _____ day of _____ 1996, BETWEEN: Shri _____, of (city) Indian Inhabitant, hereinafter referred to as **“THE SETTLOR”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors or administrators of the **ONE PART** and (1) Shri _____, (2) Shri _____ and (3) Smt. _____, all also of V Indian Inhabitants, hereinafter referred to as **“THE TRUSTEES”** (which expression shall unless repugnant to the context or meaning thereof, be deemed to include the survivors or survivor of them and the heirs, executors or administrators of the last survivor and the trustee or trustees for the time being of the trust hereby declared and their heir or assigns) of the **OTHER PART**.

WHEREAS the Settlor is desirous of setting up of a public trust for Rs 1000/- (Rupees one thousand only) Charitable purposes.

AND WHEREAS the trustees have agreed to act as first trustees of the said trust.

NOW THIS INDENTURE WITNESSETH 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 possession of the said sum of **Rs. 1,000/- (Rupees One Thousand 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 or concerning the same i.e.

- a. For medical relief.
- b. For education.
- c. For relief of the poverty.
- d. For advancement of any other object/or objects that are legally charitable and of general public utility.

AND IT IS HEREBY DECLARED that the objects of the charitable trust hereinabove mentioned shall not be limited or restricted to any particular religion community caste or creed.

NOW IT FURTHER DECLARED that trustee shall be entitled to utilize and disperse either the net income of the trust estate and/or part of the corpus thereof for maintaining and/or conducting establishments for the charitable purpose and trust hereinabove set out and also as they in their discretion deem fit and proper to make contribution and/or donation to charitable institutions and/or establishments having one or more of the charitable hereinabove set out.

1. The Trustees shall have power and shall be entitled to collect, recover and receive dividends, rents, profit interest and other income of the **TRUST ESTATE** (hereinafter referred to as the **“Trust Income”**) and to pay there out all taxes, rates assessments, expenses and outgoings for a 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 donation upon the TRUSTS and subject to the terms, provisions, powers and conditions contained therein such money or properties as the donors desire from time to time to give on the aforesaid trust and on the terms and conditions herein contained.
3. The TRUST hereby declared shall be designated as “_____”.
4. The TRUST hereby declared shall be irrevocable.
5. 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 lease for any period for however long or otherwise dispose of and deal with the **TRUST ESTATE** including any immovable properties comprised therein or any part thereof either by public auction or by private contract and on such terms and conditions as they the Trustees think fit with liberty to the Trustees to buy rescind or vary any contract for sale, mortgage, transfer, assignment, lease or other disposition without being answerable for any loss occasioned thereby and with power also to execute all necessary assignments, conveyances, mortgages, transfers, leases sub-leases and other deeds and assurances for the same and to give receipt from any such sale, mortgage, transfer or other disposition shall be deemed to be part of the said estate and shall be dealt with accordingly.
6. 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 having delivered or transferring the same there from and/or from being bound to see to the application or being answerable for the loss or misapplication thereof.
7. 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 respectively signing any receipt for the sake of conformity and shall respectively be answerable and responsible only for their own respective acts, receipts, omissions, neglects and defaults and not for those of each other, nor for that of any bankers, brokers, auctioneers, 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 or any investments nor any other loss, unless the same shall happen through their own willful default respectively AND ALSO the Trustee or Trustees for the time being may reimburse themselves, or himself or pay and discharge out of the Trust Estate all expenses incurred in or about the execution of the Trusts or powers to these presents.
8. The Trustees for the time being of these presents shall have full power to compromise or compound all action, suits and other proceedings and all differences and demands and to refer any such differences or demand to arbitration 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.

9. 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 refuses to act or become incapable to act in the Trusts of these presents or otherwise, it shall be lawful for the surviving or continuing Trustee or Trustees for the time being of these presents (*and for this purpose to act in the execution of this power be considered to be continuing trustee*) or for the proving executors or administrators of the last surviving Trustee to appoint a new Trustee in place of the Trustees or Trustee so dying or leaving India or desiring to retire from the Trust or otherwise to appoint new or additional trustee or trustees 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 Trustees or Trustee so appointed as aforesaid may be well before as after such transfer of the Trust Estate act or assist in the execution of the trusts and powers of these presents as fully as effectually as if he these presents shall nor be less than three nor more than nine PROVIDED HOWEVER AND IT 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 incapable to act as such.
10. 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.
11. The Trustees shall have the right to pass necessary resolutions by circulars instead of by meetings and any resolution as agreed to by a majority of the Trustee shall be as valid and effectual as a resolution of the Trustees at a meeting duly converted.
12. The Trustees shall determine all questions and matters of doubt in the execution of the Trusts, including the meaning and constructions of any of the articles and provisions herein contained and do all acts and execute all the trusts, powers and authorities appertaining in these presents, unanimously and in case of disagreement by majority, each Trustee having one vote only. The Trustees shall be at liberty to make rules and bye-laws for the due administration of the Trust provided such rules and bye-laws are not inconsistent with what is herein contained.
13. For the purposes 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 writing as they may deem necessary or expedient. The Trustees shall also be entitled to incur all legitimate expenses which they consider to be beneficial to and in the interest of the Trust.
14. 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 Trust Act, 1950 and/or the statutory amendments or modifications or re-enactments 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 Free Hold Lease-Hold or any other tenure*) and the Trustees shall also be entitled to purchase – immovable properties, including 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 and to-rebuild any building or erection as they may consider necessary and in the interest from time to time in such Trustees shall have power to alter, vary or transfer the investments from time to time in such manner as the Trustees may think fit and proper and in the interest of the Trust.

15. The Trustees shall be entitled to obtain tenancies and/or take on lease any premises and/or properties as they may consider proper and in the interest of the trust.
16. Complete accounts of the Trust shall be properly kept at (city), or at such other place other places as the Trustees may from time to time decide and all the accounts, records and documents of the Trusts shall be maintained at the office of the – Trust. The accounts of the Trust shall be duly audited.
17. IT IS SPECIFICALLY DECLARED, as essential terms and conditions of this Deed:

- a. That notwithstanding anything hereinbefore contained the income as also the corpus of the Trust Estate shall be applied and be applicable only to or for such territories only and subject to such conditions or limitations, if any as from time to time to be laid down in the Income Tax Act, 1961 or Wealth Tax Act, 1957 or any other Act governing taxation of income or wealth as will ensure or make the Trust hereby – established and its income as eligible for exemption from taxation under the Income Tax Act, 1961 and the wealth Tax Act, 1957 and any replacement or re-enactment thereof or modification thereof or under any such Act governing taxation of income or wealth for the time being in force in India.

and

- b. That the Trust hereby established shall be one to which under the provision of present section 80-G or any other such or similar provisions in the Income -Tax Act, 1961 or any replacement or re-enactment or modification thereof or such or similar enactments for the time being in force in India, any donation – thereof should be recognized as eligible for exemption or relief from tax in regard to the donor under the said Acts and any such or similar legislation for the time being in force in India.

18. WITHOUT PREJUDICE to the generality of the foregoing purpose but subject to as aforesaid:

1. IT IS DECLARED that the Trustees shall each year apply the residue of the income of the Trust Estate and may at their discretion at any time and from time to time apply also Trust Estate or any part of the Trust Estate in or towards all or any one or more of the aforesaid categories of public charitable purpose aforesaid And without prejudice to generality of their powers and subject to the

limitations or conditions contained above, in or towards any one or more of the following ad in such proportion and manner as the Trustees in their absolute discretion may think proper:

- i. The spread or promotion of – education or learning in all is branches in such manner as the Trustees may think fit-including;
 - a. Establishment, acquisition, maintenance and support of Schools, Colleges, Vidyapiths, Bal Mandirs, Study Centers, Research Institutes, Universities and other institutions or funds imparting education and training of students.
 - b. Establishment and support of professorship, Lectureships, Fellowships, Scholarships and prizes and establishment of endowments at any schools, colleges, universities or other institutions for promotion of education and knowledge.
 - c. Establishment and maintenance of Hostels and/or Boarding houses and Grants of Free Boarding Lodging to students ore scholars upon such terms and for such period in such case as the Trustees may deem fir.
 - d. Grant of monetary assistances from time to time to any Schools, Colleges, Universities, Vidyapiths and other institutions which impart or provide education in any branch of knowledge and for such period and upon such terms in each case as the Trustees may deem fit.
 - e. Award of Scholarships, Fellowships and Grant by way of loans and otherwise and on such terms and conditions as the Trustees may think fit for purpose of undertaking persecution and encouraging research in any branch of knowledge.
 - f. Grant of monetary assistance including scholarships and/or loan to students or scholars whom the – Trustees may deem to be deserving thereof to enable them to receive such education training and qualification as the Trustees may approve including academics, professional, vocational, technical and upon such -terms and for such period in each case as the Trustees may deem fit.
 - g. Supply of books, food and clothes and fees to students or scholars or grant of monetary assistance to them for such purposes as aforesaid.
 - h. Establishment, maintenance and support of libraries museums, reading rooms and other facilities means for advancement of education and knowledge.
 - i. Promotion of education and learning in all branches of knowledge.
2. Affording medical relief in general homoeopathy medicine in particular in such manner as the Trustees may think fit and including.
 - a. Establishment, maintenance and support of dispensaries and hospitals with or without medical schools or colleges and nursing institutions for treatment of patients suffering form diseases of any kind and accident.

- b. Establishment acquisition and maintenance and support to hospitals, dispensaries, maternity homes, sanitoriums, study centers, medical schools, or colleges or institutions imparting medical knowledge.
 - c. Grant subscription and donations to hospitals, dispensaries – convalescent homes, asylums, nursing homes and other public institutions for administering medical relief upon such terms and conditions and for such period as the Trustees may think fit.
 - d. Grant of medical help during epidemic, flood, or earthquake or any – unforeseen occurrence or an act of God or war like operations, riots, civil -commitments and such and similar-occurrences.
3. Relief to the poor and needy in any manner as the Trustees may think fit. It is again expressly clarified that the only objects of the Trust are
- a. Relief to the Poor.
 - b. Education
 - c. Medical Relief
19. The Trustees may give or consent to give for advancement of any object of the Trust any loans to deserving and needy persons and shall have power in their discretion to charge or forgo interest and/or to allow the repayment of the loans by such installment and/or in such manner and upon such terms and conditions as the Trustees may in their description think fit and/or remit forego or omit to recover the whole or any part of such loan, interest thereof and to take or not to take any security and/or for such loans.
20. IT IS INTENDED AND DIRECTED that if at anytime hereafter it is held that any of the – objects or purposes to which the said income or any part thereof or corpus or any part thereof is directed to be applied or expended is not a public charitable object or purpose recognized for exemptions and relief under the provisions of the taxation laws referred to above or other laws then and in that case, the Trustees shall apply and expend the said income or corpus towards the execution and carrying out of such public charitable purpose as may be recognized under the Taxation Laws of India as above stated as the Trustees may think fit subject never the less to the directions and limitations contained in clause 18(3) viz that the object shall be or be comprised in any of three categories mentioned in clause 18(3)
21. IT IS HEREBY FURTHER AGREED AND DECLARED the surplus and unapplied portion of the said income, if any, arising in any one or more year or years shall be accumulated by investing the same and the resulting income thereof from time to time in any of the investments in which the Trust Funds are directed or authorised to be invested and shall be credited to an account to be called “**Surplus Account**” and the Trustees shall have power in any subsequent year or years to extend and employ the same in the same manner and to the same extent as if such accumulations or parts thereof had been part of the income of the year in which the same are or

is sought to be expended and employed as aforesaid to the provisions of Income -Tax Laws or any other laws that may be in force from time to time.

22. The office of the trust shall, in the first instance, be at _____

_____.

23. The Trustees shall be entitled to open and maintain Bank account as they may consider necessary or proper and such account or accounts may be operated on the signature of any two of the Trustees jointly.

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

SIGNED AND DELIVERED by _____)
The with named "**THE SETTLOR**" _____)
Shri _____) _____
In the presence of)

SIGNED AND DELIVERED by _____)
The with named "**THE TRUSTEES**" _____)
(1) Shri _____) _____
(2) Shri _____) _____
(3) Smt. _____) _____
in the presence of)