

PRIVATE TRUST

THIS INDENTURE made at (city) this _____ day of _____, 19 _____ **BETWEEN SHRI** _____, an India Inhabitant of (city), hereinafter called "**THE SETTLOR**" (which expression shall include his heirs, executors and administrators wherever the context so requires or admits) of the **ONE PART** and (1) **SHRI** _____, and (2) **Smt.** _____ wife of **SHRI** _____ both of (city), Indian Inhabitants, hereinafter called "**THE TRUSTEES**" (which expression shall so far as the context will admit, will mean and include the survivors or survivor of them and the heirs, executors and administrators of such survivors or survivor and the trustees or Trustee for the time being of these presents) of the **OTHER PART**.

WHEREAS:

- i. **To Settlor being absolutely seized and possessed of or otherwise well and sufficiently entitled to a sum of Rs.1, 000/- (Rupees One Thousand Only) is desirous of settling the said sum of Rs.1, 000/- (Rupees One Thousand Only) for the benefit of life interest for Mr. _____ and Mrs. _____ and thereafter for the ABC Trust.**
- ii. **At the request of the Settlor, the Trustees have agreed to act as the First Trustees of these presents, as is testified to by their joining in and executing these presents.**
- iii. **The Settlor has prior to the execution of these presents handed over to the trustees the said sum of Rs.1000/- (Rupees One Thousand Only) to be held by the Trustees upon the Trusts and with and subject to the powers, provisions, declarations and agreements hereinafter contained of and concerning the same.**

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. **In consideration of the natural love and affection the Settlor bears towards (1) Mr. _____ and (2) Mrs. _____ w/o. _____, the Settlor, DOTH HEREBY CONFIRMS, DECLARES that he has transferred the right over the said sum of Rs.1, 000/- (Rupees One Thousand Only) to the Trustees TO HAVE AND TO HOLD the same unto the Trustees and the investments for the time being and from time to time representing the same upon for the use, purposes and benefits with and subject to the powers and provisions hereinafter declared and contained of and concerning the same.**
2. **The name of the Trust shall be " _____ Trust".**
3.
 - a. **The Trust Fund shall mean the said sum of Rs1, 000/- (Rupees One Thousand Only) and unless repugnant to the subject or context thereof shall also include any other property that may be acquired by the Trustees or come to their hands by virtue of these presents or otherwise howsoever in relation to these presents including all gifts either in cash or other properties movable or immovable or otherwise which may be received by the trustees from time to time for the purpose of these presents.**

- b. The date of the Distribution shall be the data when the survivor off Mr. _____ and Mrs. _____ expires or _____, _____, 2000__ whichever is earlier.
- c. On the date of the distribution the Trustees shall distribute, transfer and convey the Trust Fund together with income, if any, to “ABC Trust”.

4.

- a. It is hereby agreed and declared between the parties of these presents that the Trustees shall hold and stand possessed of the said sum of money and/or any other properties or assets that may come under the Trust off these presents or be substituted or added and which money and/or other properties or assets are herein designated as the “Trust Fund” and subject to the powers, provisions, agreements and declarations hereinafter contained and concerning the same and the income arising from the Trust Fund under or by virtue of the provisions of this Deep upon the Trust to receive the annual or other income off the Trust Fund and all other income arising under this Deep (*income for this purpose being regarded as including capital gains referred to in the Income tax Act*) and in the first place to reimburse and or discharge all the cost and expenses which may be incurred in or about the administration of the Trust of these presents including any government dues, income tax or wealth tax or other taxes levied or revisable upon the Trustees or upon any beneficiary or persons having interest in the corpus or in the corpus or in the income of the Trust Fund, ground rent, insurance premier, cost of ordinary repairs, salaries and wages of the servants and all other usual outgoings charges and expenses of and incidental to the provisions of the Trust Fund in respect of or by reason of such interest of such beneficiaries or person and including also all outgoings and municipal or other rates, assessment and duties and the cost of ordinary repairs of any immovable property forming part of the Trust Fund.
- b. After deducting or setting apart the expenses mentioned in clause 4(a) above from the gross income of the Trust Fund, the net income from the Trust Fund will be paid to by Shri _____ and Smt. _____ W/o. _____, the beneficiaries herein for being utilised for their maintenance and residence during their lifetime. The said Trustees will not be entitled or bound to ask the said beneficiaries to give account for amount so paid during their lifetime until their death.
- c. On the death of either of Shri _____ and Smt. _____, the aforesaid net income will be paid to their survivor without any liability to account for his / her lifetime and until his/her death.
- d. On the death of both of Shri _____ and Smt. _____, the entire income together with corpus shall be treated as the corpus of the ABC Trust (*which was settled on ___ day of _____, 19___ by Shri _____*) and thereafter it will be applied for the benefits of ABC Trust. In accordance with the provisions contained in the aforesaid Trust Deed dated _____ - _____ -19 _____.

5. The Trustees shall have the powers to receive and accept gifts, donations of any moveable or immoveable properties and such amounts as and when received shall form part of the Trust fund.

6. The Trustees will be entitled to invest all moneys liable and authorised in any one or more of the following: -

- a. In any off the modes off investment authorised by the India Trust Act;**
- b. in moveable properties including shares, debentures, bonds, or securities of any joint stock company, corporation, Unit Trust of India or mutual funds or other institutions;
- c. as deposits (current, saving, fixed or any other) with banks, joint stock companies or partnership firm on such terms and conditions as the Trustees may in their discretion think fit;
- d. in the purchase off any immoveable property, whether freehold or leasehold;
- e. in granting of loans to individuals, firms, association of persons, joint stock companies or otherwise whatsoever;
- f. in carrying on business either by themselves or in partnership or otherwise as they may in their discretion think fit and close and restart any business and utilise the profits derived there from for the objects aforesaid.

The Trustees shall have power to vary from time to time the investments for others of the same or of a like or different nature.

7. 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 shall be entitled to execute all acts, documents and things necessary ancillary or incidental there to that is to say:

- a. To open and operate a Banking account/accounts of the Trust in any Bank of repute, in the name of the name of al of them. All amounts received by way of dividends, interest, rent, profits of other income shall be credited to the said amounts. Such accounts shall be operated by any one of the trustees.
- b. To borrow moneys or raise loans and funds required for any purpose, power or provisions either directly or indirectly connected with the objects of the Trust or for any object incidental to theses presents.
- c. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable instruments.
- d. To purchase, take on lease or sub-lease, leave and license basis co-operative schemes or any other arrangements of in exchange hire or otherwise acquire or deal with or own any immovable or movable property and any rights, benefits or privileges which the Trustees may think necessary or convenient.
- e. To purchase on ownership basis or take on rent or compensation residential flats, business premises, industrial sheds or factory premises, godown or open plot of land and let out the same or give on leave and license basis or for compensation or warehousing charges or storage charges.
- f. To construct, develop, maintain and alter any buildings, structure, industrial estates, factories or works of any nature whatsoever necessary or convenient or which the trustees may in their absolute discretion think fit.

- g. To sell, improve manage, develop, exchange, lease, mortgage, charge, pledge, hypothecate, dispose of or deal with all or any part the Trust Fund and premises hereby settled or any part or parts thereof.
- h. To organise agencies or offices or to make any other arrangements necessary for conducting and managing the trust and to appoint such Agents and Representatives in that behalf as the Trustees may in their absolute discretion think fit.
- i. To 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 of Trustees to be partners, representatives or nominees or nominee for and on behalf of the Trust to carry out or implement any such arrangements, as the case may be.
- j. 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 of Bankers or any other persons, firms or company whatsoever for safe custody and may pay any such charges payable in respects off such deposits.
- k. The Trustees, at their uncontrolled discretion instead of acting personally may employ and pay any agent, person or representative including any Bank or Insurance Company to transact any business or to do any act whatsoever in relating to the Trustees of these presents including the receipt and payment of moneys without being liable for loss and shall be entitled to be allowed and paid all chares and expenses incurred thereby.
- l. The Trustees shall be entitled from time to time to appoint on such terms as they may determine any manager or mangers, officers, clerks or care -takers for any immovable or movable property subject to the provisions of this Trust and to pay them salary, wages, emoluments, fees, remuneration etc. as they in their absolute discretion think fit.
- m. The Trustees shall have power to delegate any Power of Attorney to any Trustee or other person whomsoever any powers implied by law or conferred by stature or vested the Trustees by these presents but the Trustees shall not be held liable or responsible for the acts or defaults of any such person or persons but only for their own respective acts or defaults.

8. 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, demolish or rebuild them well as any other buildings or structures, out of the corpus of the Trust Fund and to give lease of such properties on such term/terms of years or any monthly tenancy at such rent or rents and upon such conditions as the Trustees may in their absolute discretion think fit and to make allowance with tenants and other including power to condone breaches of covenants and to accept surrender of lease or tenancies and generally to have all powers of management of such immovable property or properties as absolute owners without being responsible for loss or damages that may happen thereby IT SHALL ALSO BE LAWFUL for the Trustees at any time in their discretion to sell such immovable property or properties or part or parts thereof or easements, rights or privileges exercised or enjoyed in over for or upon or under such immovable property or properties and upon any such exchange to give or receive moneys for quality or exchange.

9. 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 title to evidence 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 vary any contract and enter into any into any new contract for any of the purpose aforesaid without being responsible for any loss. The Trustees may execute assurance give effectual receipts for effectuating nay such sale or exchange, which they may think roper.

10. The trustees may frame rules and regulations for the administration of the Trust and to conduct the affairs thereof, as they deem fit.

11. In the event of any difference between the Trustees concerning the affairs of the Trust, the decisions of the majority of the Trustees shall prevail. The Chairman of the meeting shall have a casting vote.

12. There shall not be at any time less than 2 or more than five Trustees of these presents. The Trustees shall have power to add to their number, subject however, to the maximum limit provided herein.

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

14. Every one of the Trustees for himself or herself doth hereby agree that in the event of his or her vacating the office of the Trustees, he or she shall do all necessary acts, deeds and things for duly transferring over the Trust Fund to the name or names of the name or the new and/or additional Trustees or Trustee. All costs attending such transfer shall be borne out of income of the Trust Fund.

15. If the Trustees hereby appointed or any of the more any future Trustees or Trustee hereof shall die or go to reside abroad for more than two consecutive years or shall desire to retire from or refuse or become unfit or incapable to act in the Trusts or these presents or become insolvent or the Trustees shall be desirous of appointing an additional Trustee or additional Trustees or Trustee of these presents and if thereby authorised to do, then it shall be lawful for the surviving or continuing trustee Trustees or Trustees or Trustee and failing them for the heirs, executors or administrators of the last surviving Trustee to appoint any other person or persons to be a Trustee or Trustees in place of the Trustees or Trustees so dying or going to reside abroad for more than two consecutive years or desiring to be discharged or refusing or becoming unfit or incapable to act or being adjudged insolvent or to appoint an as additional Trustee or Trustees as aforesaid with liberty upon such appointment to increase or diminish the number of Trustees for the time being but so that the number of Trustees of these presents shall at no time be less than two or more than five AND UPON event such appointment made the Trust Fund hereby settled and the investments for the time being representing the same shall be so transferred to become vested in the new Trustee or Trustees so appointed and every Trustee so appointed may as well before or after such transfer act as fully and effectually as if he/she/they had been originally appointed a Trustee PROVIDED ALWAYS that without prejudice to any other provisions of the law a Trustee of these presents shall stand discharged from his/her office of Trustee or on his/her tendering resignation of his/her office and on the same being accepted by the remaining Trustees of these presents PROVIDED FURTHER that notwithstanding anything herein contained to the contrary it shall be for the Trustees if they all unanimously agree in that behalf to appoint a Bank or a Company or the official Trustee of Bombay as a trustee of these presents either solely or jointly with other Trustees and in such event the fees payable to such Bank or Company or the Official Trustee as a Trustee shall be paid out of the Corpus of the Trust Fund and the annual fees or other charges payable to such Bank or Company or Official Trustee shall be paid out of the income of the Trust Fund, PROVIDED FURTHER that in the event of any Bank or Company being appointed a Trustee of these presents, the Trustee shall have power to adopt and add to the provisions of this Trust Deed such new clauses and powers relating to the administration of the Trust and the custody of the Trust Fund as such Bank or Company reasonably require and as are usually included in Trusts in which such Bank or Company may have been appointed a Trustee.

16. It shall be lawful for the Trustees to borrow moneys either on the security of the Trust Fund or otherwise, for the purpose of making any payment in respect of any estate duty or gift tax or any other tax or duty in connection with the corpus of the Trust Fund or any part thereof so that the moneys may be borrowed at such rate or interest and on such terms as the Trustees may in their absolute discretion think proper PROVIDED THAT any estate duty gift tax or any other tax or duty payable in respect of the Trust Fund shall be payable out of such fund respectively and the Trustees shall be reimbursed in respect thereof from such fund liable for the same and to keep such fund with themselves until any such duty or

tax in connection therewith shall have been paid or satisfied or until the statutory period in respect of the payment thereof shall have expired.

17. 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 respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own acts, receipts, neglects or defaults and not for those of the others or other of them nor for any Bankers, Broker, Auctioneer or Agent of any other person or persons into whose hands any Trust Fund or Trust income may be deposited or come nor for lending on any security with less than marketable title not for the insufficiency or deficiency of any stocks, funds, shares, securities nor any other loss unless the same shall happen through their own willful default or dishonesty respectively AND ALSO that the Trustee or Trustee for the time being of these presents may reimburse themselves or himself/herself and pay or discharge out of the Trust property or Fund expenses incurred in or about the execution of the Trust or powers of these presents.

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

SIGNED AND DELIVERED)
by the withinnamed "SETTLOR")
SHRI _____ **s/o.Mr.** _____)
In the presence of _____)

SIGNED AND DELIVERED)
by the withinnamed "TRUSTEES")
1. SHRI _____)
2. SMT. _____ **WIFE OF** _____)
_____)
In the presence of _____)