

DEED OF FAMILY TRUST

Deed of Private Family Trust THIS INDENTURE made this.....day  
of.....200\_\_ .....

BETWEEN ..... Hindu, Indian  
Inhabitant, hereinafter called "THE SETTLOR" (which expression shall  
unless repugnant to the context or meaning thereof be deemed to  
include his heirs, executors and administrators) of the One Part; AND (1)  
..... (2)  
..... (3)  
..... (4)  
.....

And

(5)....., Hindu,  
Indian Inhabitants, hereinafter called "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 trustees or trustee for  
the time being of these presents and the heirs, executors and  
administrators of the last surviving trustees and their or his assigns) of  
the other Part:

WHEREAS :—

(a) The Settlor is seized and possessed of a sum of Rs. 25,000/- (Rupees  
Twenty-five Thousand only).

(b) The Settlor is desirous of settling the said sum of Rs. 25,000/- (Rupees  
Twenty-five Thousand only) on a Trust for the benefit of the beneficiaries  
more particularly described hereunder; and

(c) The Trustees of this Settlement have at the request of the Settlor  
agreed to act as Trustees of these presents.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared  
as follows:—

1. In consideration of the premises and in order to effectuate the said  
desire of the Settlor and diverse other good causes and consideration

and in consideration of the love and affection which the Settlor bears towards the Beneficiaries the Settlor doth hereby grant, transfer, convey, assign and assure unto the Trustees the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) together with all his right, title, interest, benefit thereto owned, possessed and held by him whatsoever in law and in equity of the Settlor in and to the same and every part thereof to have and to hold the same unto the Trustees upon the TRUST and with and subject to the powers, provisions, acts and directions hereinafter appearing and contained and concerning the same.

2. The Trustees shall hold and stand possessed of the said sum hereby settled and all other monies, shares of Joint Stock Companies, donations, contributions and all properties movable or immovable which may hereafter be paid or transferred to them and the investment for the time being representing the same and rents, incomes, profits, dividends and interest hereinafter referred to as the TRUST FUND upon the Trust with and subject to the powers and provisions herein contained and concerning the same i.e. to say:—

(a) Upon Trust, in the first instance to collect the dividends, interest, rents, profits and other income of the Trust Fund and from and out of the same in the first place to pay all costs, charges and expenses of and incidental to the collection thereof and all outgoings in respect of the Trust Fund including any Incometax, Wealth-tax, Expenditure-tax or other tax levied or assessed upon the Trust and including all the outgoings, Municipal Taxes and other rates, costs of ordinary repairs to the property or properties for the time being subject to the Trust hereof and also all costs, charges and expenses.

(b) Subject to the provisions of Sub-Clause (a) of this clause the trustees shall pay the said Income to the following beneficiaries or credit to their accounts in the following proportions:—

NAME SHARE 1. ....  
2. ....

If any of the beneficiaries shall have died before the date of distribution his/her share of income shall be apportioned equally amongst the survivors or survivor of them.

3. At any time before the date of distribution, the Trustees may by a resolution to be passed one month prior to the end of the accounting

year determine the share in the Corpus of each beneficiary to the Corpus as on the last day of the accounting year, such resolution can be changed by the Trustees from time to time by a similar resolution passed three months prior to the end of the relevant accounting years.

4. On the date of distribution, the Trustees shall hold the Trust Fund or such part thereof as shall not have been paid, transferred or applied under any Trust or power herein contained, for and on behalf of the beneficiaries entitled to the Corpus in such proportion as they may decide PROVIDED HOWEVER that if any of the beneficiaries shall die before the date of Distribution, the Trustees may allot and hold such share of such deceased beneficiary in the Corpus for such of the legal heir or heirs of the deceased beneficiary who may be alive at the date of Distribution with the exception of the Settlor as may be determined by the Trustees in their absolute discretion. In default, however, of such determination by the Trustees under power contained in this Clause on or before the date of Distribution, the Trustees shall hold the Trust Fund for benefit of the beneficiaries as under:—

NAME SHARE 1. ....  
2. ....

If any of the beneficiaries shall have died before the date of distribution his/her share of income shall be apportioned equally amongst the survivors or survivor of them.

5. These Trusts shall be and remain irrevocable for all times AND the Settlor doth hereby also release, relinquish, disclaim, surrender and determine all rights or powers, if any which may have been reserved to him either by these present or otherwise howsoever, to restore to himself or to re-claim any interest in the Trust Fund and the investments for the time being representing the same or the income thereof to the intent that the Trust Fund may be held by the Trustees upon the Trusts and with and subject to the powers, provisions, agreements, and declarations contained in these presents to the entire exclusion of the Settlor and of any benefit to the Settlor by contract or otherwise.

6. IT IS FURTHER DECLARED and directed that if any disposition made by this Deed shall fail by reason of it being void and also if any interest in the Trust Fund or income thereof be regarded in law as undisposed of, the disposition of interest, so failing or remaining undisposed of shall be held

by the Trustees upon the Trust for the beneficiaries referred to above and the intention is that there shall not be any resulting Trust for the Settlor and that the Fund or Part thereof or income or part thereof which might be otherwise regarded as reverting to the Settlor shall be paid over to and be held in Trust for the benefit of such beneficiaries as in law, are capable of receiving the same.

7. The Trust created shall always be called and referred to as \_\_\_\_\_ PRIVATE TRUST.

8. The Trustees may appoint additional Trustees or Trustee of these presents with or without a condition that he or they may act as Trustee or Trustees of these presents for a fixed period. PROVIDED HOWEVER that the total number of the Trustees on appointment of additional Trustees shall not exceed .....

9. The Trustees shall have the following powers:—

(a) To pay the ground rent, municipal tax and all other taxes, insurance premia, maintenance charges, calls on shares and all other outgoings in respect of the Trust Fund.

(b) To pay all other charges and expenses and salaries of employees that may be incurred by the Trustees for collection of rents, dividends, keeping accounts and for the management of the Trust Fund.

(c) To make all repairs and additions and alterations as may be deemed necessary or expedient by the Trustees in respect of any immovable property or properties, ownership flats, sheds or blocks in industrial estates belonging to the Trust and pay all costs charges and expenses thereof.

(d) To raise or borrow moneys required for the purpose of any of the objectives of the Trusts and/or for carrying on the business authorised by these presents and/or for carrying out any repairs to any immovable property or properties, ownership flats, sheds or blocks in industrial estates for the time being and from time to time belonging to the Trust Fund upon the mortgage, hypothecation or pledge of the Trust Fund or any part thereof or without any security and at such rate of interest and on such terms and conditions as the Trustees may in their absolute discretion think fit and proper.

(e) To sell all or any portion or part of the Trust Fund either by public auction or by private contract on such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and proper and to recall the same without being answerable for any loss occasioned thereby and for that purpose to sign and execute all the necessary conveyances and other deeds and assurances and to pass valid and effectual receipts and discharge for all the moneys received by them.

(f) It shall be lawful for the Trustees and they are hereby expressly authorised to commence, establish and carry on any business or trade which shall not be of any speculative nature and which is not normally likely to result in any loss and such business or trade may be carried on by the Trustees either alone or in partnership with any other person or persons and for such business or trade to utilise the Corpus of the Trust property to such extent as the Trustees may in their absolute discretion think fit and to borrow funds for the business as the trustees may think fit PROVIDED that none of the Trustees shall be personally liable for any loss which may result in the business or trade undertaken by them by virtue of the power and authority conferred upon them under this Clause and all losses if any in such business or trade shall be borne and paid out of the Trust property and the Trustees shall be reimbursed and indemnified against such losses, if any, from and out of the Trust property.

(g) To appoint any one or more persons (other than the settlor) by a power of Attorney or powers of Attorney to act for him/her/them in the affairs of the Trust herein contained.

(h) Power to determine as they shall consider just all questions and matters of doubt existing in the administration of the Trusts of this settlement so that every such determination whether made upon a question actually raised or implied in the acts or proceedings of the Trustees shall so far as the law may permit be conclusive and that none of the Trustees and no person having formerly been one of the Trustees and no estate of any deceased Trustees shall be liable for, or for the consequences of any act done or to be done or any payments made or omitted to be made in pursuance of any such determination as aforesaid notwithstanding that such determination shall be subsequently held to have been wrongly made.

(i) The Trustees may in their absolute and unfettered discretion transfer the Trust Property and establish the office of

the Trust hereby created in any part of India as they may from time to time decide.

(j) The Trustees may formulate a scheme or schemes for the arrangement of the Trust property and may frame rules and regulations from time to time to achieve the aims and objects of the Trust hereby created.

(k) The decisions taken and acts done by the Trustees in all matters arising under these presents and taken and done either in the exercise of the discretion vested in the Trustees or otherwise, shall not be liable to be called into question or challenged in any manner whatsoever.

(l) It shall be lawful for the Trustees to settle and determine whether any money accruing due from any shares or securities or other funds which are or shall be considered for the purposes of these presents as capital or income and out of which part of the Trust Fund and whether out of capital or income any expenses, outgoings or Losses should or ought to be paid and otherwise to determine all matters of difficulty, doubt or dispute and all questions arising in the course of or incidental to the execution of the Trusts or powers of these presents and any such settlement or determination although the question involved may not have been actually raised, shall be conclusive and binding on all persons claiming under these presents.

(m) It is hereby further agreed and declared that in any of the matters wherein the Trustees have discretionary powers or wherein there shall be a difference of opinion regarding the construction of these presents for the management of the Trust Fund or any part thereof or the execution of any of the Trusts or powers of these presents, the votes of the majority of the Trustees for the time being voting in this matter shall prevail and be binding on the minority as well as those Trustees, who may not have voted and if the Trustees shall be equally divided in opinion, the matter shall be decided according to the vote of the senior most trustee in age.

(n) It shall be lawful for the Trustees to settle and determine whether any money accruing due from any such shares, securities or other funds are or shall be considered for the purposes of these presents as capital or income and out of which part of the Trust Fund and whether out of capital or income any expenses, outgoings and losses should or ought to be paid

PROVIDED THAT nothing herein contained shall be deemed to authorise the Trustees to spend the income or Corpus of the Trust Fund for any purpose not authorised by these presents. And it shall be lawful for the Trustees to determine all matters of difficulty, doubt or dispute and all questions arising in the course of or incidental to the execution of the Trust or powers of these presents and any such settlement or determination on the part of the Trustees or any act or conduct on their part implying such settlement or determination although the question involved may not have been actually raised shall be conclusive and binding.

(o) The Trustees may deposit any document of title or any other papers or documents or certificates held by them relating to the Trust under these presents with any Bank or Bankers or any other persons, firm or company whatsoever and may pay any sum or charges payable in respect of such deposits. The Trustees are empowered to invest the Trust Fund in the name of any two of the Trustees.

(p) To appoint proxy or proxies for voting at any meeting of creditors, contributors, shareholders and others.

(q) The Trustees shall have the power to do all such other things as may be incidental to or conducive to the attainment of the above mentioned objects.

(r) To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments or securities.

(s) To open Banking Account or Accounts of the Trust in the name of the Trust or Trustees in any Scheduled Bank or Banks that may be decided upon by them from time to time and to close such account or accounts and to open new ones in a Bank or Banks and to permit any two of the Trustees to operate on any Banking Account and without any liability on the other Trustees to examine the said account or to be in any way responsible for the acts, deeds or defaults of such Trustees in connection with such accounts.

10. The Trustees shall invest the Trust Fund and the net amount realised on the sale of the Trust Fund or any portion or portions of the Trust Fund with all convenient despatch in any one or more of the following forms of investment at any place or places in the Union of India with liberty at

their absolute discretion to sell, vary, transpose and convert the same from time to time:—

(a) To invest the Trust Fund or any part thereof and the income of the Trust Fund in any firm, company or corporation or Schedule Bank on such terms and conditions as they may in their absolute discretion think fit and proper.

(b) To invest the Trust Fund or any part thereof on the mortgage, whether legal or equitable of immovable property or properties whether freehold or of leasehold nature, on such terms and conditions as the Trustees may in their absolute discretion think fit and proper.

(c) To invest the Trust Fund or any part thereof in to any contributory mortgage along with other parties.

(d) To invest the Trust Fund or part thereof in purchase and/or lease and/or sublease of any immovable property or properties or any part thereof whether of freehold or leasehold tenures including the purchase of the individual share, right, title and interest and/or purchase of ownership flats and or sheds or blocks in industrial estates on such terms and conditions as the Trustees may in their absolute discretion think fit and proper and to become members of any co-operative housing society limited.

(e) To invest the Trust Fund or any part thereof in the Purchase of equity shares, debentures or preference shares of any limited company or corporation whether public or private.

(f) To invest Trust Fund or part thereof to carry on proprietary business or in a partnership firm carrying on any business whether or not any one or more of the Trustees are partners in such firm or business provided that in case of a partnership, the Trustees shall be at liberty to permit or allow any one of them to represent this Trust as a partner in the partnership.

11. The Trustees may instead of acting personally, employ and pay any agency other than the Settlor, whether a Solicitor, Banker, Stock-Broker, or other person to transact any business or do any act required to be transacted or done in the execution of the Trusts hereof including the receipt and payment of money and shall be entitled to be allowed and paid all charges and expenses so incurred and shall not be responsible for the default of any such agent, employed in good faith.

12. Where the Trust Fund includes any immovable property or proceeds of any immovable property (such immovable property being in this Clause referred to as 'the land').

(a) The Trustees may lease the land or any part thereof for any purpose whatsoever for any term whatsoever and either wholly or partly construction, erection, improvement, or repairs or an agreement to construct, erect, improve or repair buildings on the land and may accept with or without consideration a surrender of any lease of the land or any part thereof.

(b) The Trustees may in executing any Trust or power sell the land or any part thereof wholly or party in consideration of an annual sum payable either in perpetuity or for any term (whether definite or in- definite) and being either reserved out of the land sold or secured in such other manner as the Trustees shall think fit.

(c) The Trustees may in executing any Trust or power of sale or lease:

(i) Sell or lease any part of the land;

(ii) Sell or lease or reserve any easement or right, or privilege over land or any part thereof;

(iii) Sell or lease or accept or reserve any timber or mines or minerals in or under the land or any part thereof together with any easement, right, or privileges for getting or working as the case may be and carrying away the same respectively or otherwise incidental to or connected with the forestry or mining as the case may be; (iv) Impose and make binding for the benefit of any part of the land sold or leased any restrictions, stipulations as to user or otherwise affecting any part of the land retained;

(v) Accept in exchange for the land or any part thereof to be sold or leased either with or without any money paid or received for equity or any lease thereof;

(vi) Enter into contract or grant any option for the sale or lease of the land or any part thereof or otherwise for the exercise by the Trustees of any of the foregoing powers mentioned in this paragraph;

(vii) All moneys received as consideration for any sale or for leasing, in execution of any trust or power shall be deemed to be and be held as capital moneys;

(viii) The Trustees shall not be bound to see or be liable or accountable for omitting or neglecting to see to the repair or insurance of any buildings or to the payment of any outgoings and insure any such buildings in such manner and to such an extent as they shall think fit;

(ix) The Trustees may from time to time expend money comprised in the Trust Fund in erecting, demolishing and re-building and making alterations and improvements to any buildings on the land or any part thereof (including the provisions and installation of fixtures or otherwise) whether by way of replacement of the worn out fixtures to such extent and in such manner as they shall think fit and any certificate in writing of any architect or surveyor employed by the Trustees to the effect that any work specified in such certificate is an alteration or an improvement to any such building shall be conclusive as between the Trustees and all persons interested hereunder and that any money expended on such work was properly expended in exercise of this power.

13. The Trustees may accept any donation or contribution in cash, shares and any moveable or immovable property or properties for the objects of the Trust herein contained upon such terms and conditions as they may in their absolute discretion think fit and proper.

14. The Trustees shall maintain books of accounts in which shall be kept all proper accounts of all moneys received and paid respectively, by or on behalf of the Trustees for the purpose of the Trust. The year of account shall end on 31st March every year.

15. The receipt of any Trustee for the time being of these presents for any cash, interest, dividends or income or Corpus of the Trust Fund and for the purchase of any share, securities or any moveable or immovable property or properties of the Trust Fund hereby authorised to be sold or for any stocks, funds, shares and securities or for any deeds, papers, writings, documents or other moneys and effects payable or deliverable and/or paid, received, delivered and transferred to the Trustees by virtue of these presents and/or in the execution of the Trust and powers herein contained shall be sufficient and effectual discharge for the same so long as the receipt shall be expressed or acknowledged to be or to have been received and the person or persons to whom or in whose favour the same shall be given, his heirs, executors, or administrators shall not

afterwards be in any way obliged or concerned to see to the application of the moneys, property and effects therein mentioned and acknowledged to be received or be answerable for the loss, misapplication or non-application thereof.

16. If and so often as the Trustees or any future Trustees or Trustee of these presents shall die or desire to retire or refuse or become incapable to act in the Trusts hereof or go out of India for a period of six months at a time then in every such case it shall be lawful for the surviving or continuing Trustees for the time being of these presents (and for this purpose every retiring or refusing Trustee shall if willing to act in exercise of this power be deemed to be a continuing Trustee) and if there be no surviving or continuing Trustee then for the executors or executor or administrators or administrator of the last survivor or continuing Trustees as the case may be, to appoint a new Trustee in place of the Trustee so dying or going abroad, or desiring to retire or refusing or becoming incapable to act as aforesaid

PROVIDED HOWEVER that upon every such appointment of a new trustee or new trustees the Trust fund shall be so transferred as to become vested in the new Trustees or Trustee either jointly with the surviving or continuing Trustees or Trustees or solely as the case may require and every such newly appointed Trustee as well as before as after such vesting of the Trust Fund shall act or assist in the Execution for the Trusts and powers of these presents as fully and effectually as if he had been originally appointed

PROVIDED HOWEVER that upon the appointment of such Trustees or Trustee as aforesaid the number of Trustees may be augmented or reduced but so that the total number of Trustees for the time being of these presents shall not be reduced below two or increased above five.

17. The Trustees or Trustee for the time being of these presents shall be respectively chargeable only for such moneys, stocks, funds and securities as they shall respectively, actually receive notwithstanding their respectively signing any receipt for the same or confirming it and shall be answerable only for their own acts, receipts, neglects and defaults and not for those of each other, nor for any bankers, broker or other person with whom or into whose hands any Trust moneys and securities may come to be deposited or given, nor for the insufficiency or deficiency of

any stocks, shares, funds or securities, nor for any other loss unless the same shall happen through their or his or her willful defaults or neglect respectively.

18. It shall be lawful for the Trustees or Trustee for the time being of these presents to reimburse themselves or himself or herself or/and discharge out of the Trust Fund all costs, charges and expenses incurred by them in or about the execution of the Trusts and powers of these presents.

19. Any Trustee for the time being an Advocate or Solicitor or any other person engaged in any profession or business shall be entitled to charge and receive all usual professional and other charges for business done by him or his firm in relation to the Trust.

20. Any of the powers and authorities by this settlement given to or vested in the Trustees may at any time when there is more than one Trustee be exercised by a majority of the Trustees without the concurrence, or with merely the formal concurrence of any Trustee who by reason of illness, infirmity or otherwise may be unable, or unable without inconvenience to take an active part therein and such Trustee may in order to facilitate business by power of attorney or otherwise, empower any of the other Trustees to use his or her name for execution or signature of documents for any of the purposes of this Trust without being responsible for loss and all the acts and proceedings of the majority of the Trustees shall in such case be valid and effectual as if they had all concurred therein.

21. Any Trustee hereof who shall dissent from any exercise of any of the powers or authorities aforesaid shall nevertheless concur in executing or any documents of any of such powers or authorities by the majority of the Trustees without being responsible for the loss to the trust that may be caused. All the acts, proceedings and exercise of discretion of the majority of the Trustees shall be absolutely binding on the remainder of the Trustees.

22. Any Trustee shall have full power to file and defend suit, appeals, applications etc. to declare, sign and verify all complaints, written statements, memos of appeals, cross objections, applications, affidavits, etc. and to accept, writ summons, notices etc. and to appear in any place or places in

the Union of India before any Court, Income-tax Officer, Commissioner of Income-tax, Income-tax Appellate Tribunal, Sales-tax Officer, Assistant Collector of Sales-tax, Collector of Sales-tax, Sales-tax Tribunal, Revenue Officers, Revenue Tribunal, Customs Officers, Assistant Collector of Customs, and any other Officer or Officers, and before all officers and Tribunal and before any Registrar or Sub-Registrar of Assurances, at any places in the Union of India and to present and lodge any documents for Registration and to admit execution thereof and to compound all actions, suits and other proceedings and all differences, disputes and demand and to refer any such difference, dispute or demands to arbitration and adjust, approve and settle all accounts relating to the Trust Fund and to execute all releases and discharges and to do all other things relating thereto.

23. The Trustees shall have power:—

(a) to keep in the joint names of the Trustees title deeds of all immovable property or properties forming part or parts of the Trust Funds in a safe deposit vault at any place or places in the Union of India;

(b) to deposit in the Joint names of the Trustees all securities and investments for safe-custody in a nationalised or scheduled bank or banks and to execute a power of Attorney in favour of such bank or banks for realisation of interest or dividends thereon with directions to carry the interest and dividends and income of the Trust FUND to the credit of the Trust account. The Trustees shall be entitled to transfer such securities and investments to the name of the Bank or Banks. Any sum payable in respect of such deposit and/or transfer aforesaid shall be paid out of the Trust Fund.

24. For the purpose of giving effect to the provisions of this Trust, the Trustees may appropriate any part or parts of the Trust FUND in or towards satisfaction of any share whether vested or contingent to which any person or persons may be entitled in the Trust Fund, and, for that purpose may make or cause to be made a valuation or valuations of the Trust Fund or any part or parts thereof including any property which may have been appropriated under any power contained in this Deed or any parts thereof or any interest therein as the Trustees may deem necessary either themselves or by such person or persons whether duly qualified or not as they may appoint and in such manner and at such respective times as the Trustees shall consider just and proper and every such valuation shall be conclusive and binding on all parties claiming under this deed.

25. Where the Trustees are authorised or required to apply any income moneys to or for the benefit of any person who is an infant and unmarried the Trustees may pay the same to any parent guardian of such person without seeing to the application thereof or apply the same in such manner as may be directed in the trust.

26. The decisions taken and acts done by the Trustees in all matters arising under these presents and taken and done either in the exercise of the discretion vested in the Trustees or otherwise shall not be liable to be called into question or challenged in any manner whatsoever.

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:

- 1.....
- 2.....

SIGNED AND DELIVERED by the within named  
TRUSTEES.....

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

And in the presence of:

- 1.....
- 2.....

