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;

1. WHEREAS the Settlor is seized and absolutely possessed, inter alia, of an amount of Rs. /- (Rupees only) in cash;
2. 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.

* 1. The Trust shall be known as "..................." but it may hold assets or carry on business in any suitable name.
  2. 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.
  3. The Trustees shall hold and stand possessed of the Trust property upon the following trusts that is to say:-
     1. to manage the trust premises or Trust Fund and collect and receive the interest, dividend and other income thereof;
     2. 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;
     3. 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:-
        1. %
        2. %

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.
   1. The income of the Trust shall be credited to the respective accounts of the beneficiaries.
   2. Any amount withdrawn by the beneficiaries or on their behalf shall be debited to the respective accounts of the beneficiaries.
   3. 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.
   4. 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 :-
   1. 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.
   2. 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.
   3. To draw, make, accept, endorse, discount, execute or issue promissory notes, bills of exchange and other negotiable instruments.
   4. 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.
   5. 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.
   6. 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.
   7. 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.
   8. 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.
   9. 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.
   10. 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.
   11. 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.
   12. 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.
   13. 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.
   14. 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.
   15. 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.
3. 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.
4. 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.
5. 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.
6. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 )