**DEED OF TRUST**

THIS DEED OF TRUST executed at \_\_\_\_\_\_\_on this \_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_20 \_\_\_\_,

BETWEEN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Party of the first part) hereinafter called

"SETTLOR” OF THE ONE PART

AND

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/O. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_ &

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/O. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_ &

3. SMT. W/O SHRI. , of \_\_\_\_\_\_\_\_\_\_\_\_

(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 their heirs, executors and administrators of the last surviving trustee, their or his assignees) of the other part;

WHEREAS the SETTLOR is possessed of the sum of Rs. \_\_\_\_\_\_\_\_\_\_\_/- (Rs. \_\_\_\_\_\_\_\_\_\_)only and assets and properties mentioned in the Schedule hereunder as his absolute property and he is desirous of creating a Religious/ Charitable/Educational Trust for the benefit of the humanity at large.

AND WHEREAS each of the parties hereto of the "Other Part" has individually and jointly has agreed to act as Trustees of the Trust, proposed by the party of the first part.

AND WHEREAS nothing contained in this deed shall be deemed to authorize the trustees to do any act which may in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public at large, without any profit motive and in accordance with the provisions of the Income Tax Act, 1961.

AND WHEREAS the trust is hereby expressly declared to be a public charitable trust and all the provisions of this deed are to be constituted accordingly.

NOW THIS DEED OF TRUST WITNESSTH AS FOLLOWS:

**1. Settlement:**

The party of the first part, the SETTLOR, does hereby settle the sum of Rs.\_\_\_\_\_\_\_ /- (Rs. \_\_\_\_\_\_\_\_\_\_ only) in Trust, with the name and for the objects hereinafter stated, by delivering the said amount in cash which the party of the other part, the Trustees, have accepted the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers and obligations as provided hereinafter.

**2. Name:**

The name of the Trust shall be "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_".

**3. Place:**

The principal office of the Trust shall be situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Trust may also carry on its work at any other place or places, as decided by the Trustees.

**4. Objects:**

The objects of the Trust are -

(a) Educational – to run, maintain or assist any educational or other institution for coaching, guidance, counselling or vocational training or to grant individual scholarships for poor, deserving and needy students for elementary and higher education.

(b) Medical – to run, maintain or assist any medical institution, nursing home or clinics or to grant assistance to needy and indigent persons for meeting the cost of medical treatment.

(c) Relief of the poor – to give financial or other assistance in kind by way of distribution of books, notebooks, cloths, uniforms, or meals for the poor and indigent and to the persons suffer due to natural calamities.

(d) Old age and Physically challenged - Establishment, conduct, maintenance of old age homes, homes for physically challenged men, women and children and persons with similar disabilities and also for granting financial assistance to institutions performing similar activities.

(e) Other objects of general public utility –

(i) to acquire property for the sole use of the public by making it available for public purposes, for example - a library, clinic, crèche or a community hall to be available for public use as training classes, seminars, discourses and other public functions for benefit of the community in general.

(ii) to undertake any other activity incidental to the above activities but which are not inconsistent with the above objects.

The TRUSTEES do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the TRUSTEES from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out above with and subject to the provisions and conditions hereinafter contained in these presents.

**5. Beneficiaries:**

The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.

**6. Properties:**

The Trust properties shall consist of

(a) The amount Transferred by the SETTLOR as mentioned above, towards the Corpus fund of the Trust.

(b) The immovable properties and other assets transferred by SETTLOR as mentioned above.

(c) Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable

(d) All additions and accretions to the Trust properties and the income there from

(e) All donations, gifts, legacies or grants, in cash or kind accepted by the Trustees upon Trust. The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

**7. Funds:**

The Trustees may accept donations, grants, subscriptions, aids or contributions from any person, Government, Local authorities or any other charitable institutions, in cash or in kind including immovable property without any encumbrance, but the Trustees shall not accept any receipt with any condition or terms inconsistent with the objects of the Trust. While applying such receipts to the objects, the Trustees shall respect the directions, if any, by the granter. Any receipt with specific direction to treat the same as part of the corpus of the Trust or separate fund shall be funded accordingly.

**8. Investments:**

(a) All monies, which will not be immediately required for current needs shall be invested by the Trustees in eligible securities and investments, or in banks. Such investments shall be in the name of the Trust.

(b) That the trustees shall invest the trust fund, carry on any business with the trust fund and/or enter into partnership on behalf of the trust, as they may deem fit.

(c) That the trustees shall manage the trust fund and investments thereof as a prudent man would do the same. They shall recover all outstanding and meet all recurring and other expenses incurred in the upkeep or management thereof.

(d)That the trustees shall receive and hold the income of the trust on behalf of and for the benefit of the beneficiaries under the trust.

**9. Number of Trustees and their Term:**

The Trust will be managed by a Board of Trustees consisting of not less than 2 trustees and not more than 9 trustees. The parties of the Other Part will be First Trustees and they shall automatically form the Board of Trustees.

The first Managing Trustee shall be the SETTLOR and he will hold office for his life time. After the demise or relinquishment of office of the Managing Trustee or in the event of the first Managing Trustee failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as Managing Trustee.

The term of office of First Trustees shall be for their respective lives. The Board of Trustees shall have the power to increase the total number of Trustees upto the maximum number stated above and fix their term as per provisions contained herein.

Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving two months notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee shall cease to be a Trustee of these presents.

Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

The Trustees who are not First Managing Trustee or First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as

Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

The Managing Trustee shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying himself on enquiry and such action of the Managing Trustee shall be final.

The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining

Trustees shall act as “Full Board”, subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

10. Administration of Trust and Power of Board

The Board of Trustees shall have power to:

(a) To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.

(b) The income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Settlor or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.

(c) To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.

(d) To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.

(e) To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration. However any sale or alienation of immovable properties of the trust can be done only after obtaining the prior approval of the appropriate authorities.

(f) To execute Power of Attorney or Powers of Attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some objects of the Trust.

(g) To borrow money with or without security and to repay the same.

(h) To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.

(i) To settle, compromise or compound any disputes or refer the same to arbitration

or litigation.

(j) To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.

(k) To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.

(l) The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.

(m) No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.

(n) The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.

(o) The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.

(p) For the management and administration of the Trust, the Trustees shall elect one amongst themselves for each of the offices of Vice President, Secretary and Treasurer. The term of office for Vice President, Secretary and Treasurer shall be for a period of one year from their date of appointment and they may be re-elected for further terms. No Trustee including the Managing Trustee shall hold more than one of the above offices at the same time. The persons holding these offices of Vice President, Secretary and Treasurer shall be under the administrative guidance and supervision of the Managing Trustee and will report to him directly.

**11. Roles and Responsibilities:**

The Roles, Responsibilities and powers of all the officers are detailed below. In addition to these, the Managing Trustee may grant additional roles, responsibilities and powers to any of the Trustees.

(a) Managing Trustee –

The Managing Trustee shall preside over the meeting of the Board of Trustees. The Managing Trustee is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees. The Managing Trustee shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents. The Managing Trustee is authorized to sign along with the Treasurer, bank cheques, deposit release vouchers etc. The Managing Trustee is empowered to remove any Trustee from the Trust and its offices, if he finds that his/her activities are not congenial to the activities of the Trust. The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his influence to promote the activities of the Trust.

(b) Vice President –

The Vice President shall discharge the duties of the Managing Trustee, in the absence of the Managing Trustee of the Trust and shall have the power and authority delegated and assigned to him/her by the Managing Trustee.

(c) Secretary

The Secretary shall maintain the records of the trust, prepare and circulate agenda for Board of Trustees’ meeting for the approval of the Managing Trustee and also prepare the minutes of the Board meeting. The Secretary shall be also responsible for the day to day administrative activities of the Trust. The Secretary shall deal with correspondence received by the Trust, send replies in consultation with the Managing Trustee, Vice President and/or the Treasurer wherever necessary. He/she will be responsible for the safe custody of all the properties and records of the Trust. The Secretary shall represent the Trust in all legal matters, sign the papers related to legal cases, attend to courts or represent the Trust in Government offices.

(d) Treasurer

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval. The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the Managing Trustee and draw money from the bank, upto the limits defined by the Board of Trustees in their meetings. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

**12. Meeting of the Board of Trustees:**

The Board of Trustees should meet atleast once in every calendar quarter and may meet more often when required.

(a) The meeting of Board of Trustees shall be convened by the Managing Trustee and he shall preside over the meetings. In his absence, the Managing Trustee may authorize the Vice President to be the Chairman of such meetings. In the event the Managing Trustee or Vice President are not able to attend the meeting already convened, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.

(b) One half of the Board of Trustees or a minimum of two trustees, whichever is higher, shall constitute the Quorum for the Board of Trustee meetings.

(c) All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.

(d) Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.

(e) The meeting of the Board shall be conveyed after giving at least a week’s notice unless all the Trustees agree to accept a shorter notice.

(f) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled to vote in the meetings of the Board.

**13. Bank Account:**

All income, subscription and pecuniary donations for the general purposes of the Trust and the income, investments and all other money from time to time forming part of the general revenue of the Trust shall on the same being received be paid into a bank account with any scheduled bank for the purpose of the Trust. The bank accounts shall be operated by the Managing Trustee along with any one of the remaining Trustees. One or more Bank Accounts may be opened in any Bank and/or Banks in the name of the Trust.

**14. Accounts And Audit:**

The financial year of the Trust shall be from 1st April to 31st March of the following year, unless otherwise decided by the Board of Trustees. The Trustee shall maintain proper books of account of all the assets, liabilities and income and expenditure of the Trust and shall prepare an Income and Expenditure Account and Balance Sheet for every year as on the last day of March. The accounts of the Trust shall be annually audited by a Chartered Accountant or a firm of Chartered Accountants who shall be appointed for that purpose by the Trustees and the audited accounts shall be placed at a meeting of the Trustees, which shall be held before the end of the succeeding year.

**15. Irrevocable:**

This Trust is declared irrevocable.

**16. Amendments:**

While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust. The First Managing Trustee and First Trustees may do so, at a duly convened meeting of the Board with at least two weeks’ notice, and by a resolution passed by atleast three-fourth majority of the Board of Trustees present and voting. The amendments to the Trust deed can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation. If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the Commissioner of Income Tax and these shall be read together with the main Trust deed.

**17. Amalgamation:**

The trustees may amalgamate the Trust with another Charitable Trust or Institution having similar objects with prior permission of the Charity Commissioner/Court/any other law as may be applicable for the time being.

**18. Settlor and their Relatives:**

Notwithstanding the powers vested with the Trustees, no part of the income of the Trust shall benefit directly or indirectly the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

(a) SETTLOR, Managing Trustee, Trustees or any person who makes a substantial contribution to the Trust or of any relative of the SETTLOR, Managing Trustee, Trustees or the person who makes a substantial contribution.

(b) Any “related concern” in which any of the above persons has substantial interest.

(c) For the purpose of this clause, the word “relative” and the phrases “related concern”, “substantial interest” and “substantial contribution” shall have the meanings assigned to them in the Income Tax Act, 1961.

**19. Applicability Of Trust Act:**

The provisions of the Indian Trust Act, 1882 (or any other applicable state specific trust Act) shall apply to all matters not specifically mentioned in these presents.

**20. Dissolution:**

In the event of dissolution or winding up of the Trust the assets remaining as on the date of dissolution shall under no circumstances be distributed amongst the Trustees but the same shall be transferred to some other similar Trust/Organisation whose objects are similar to those of this Trust with the permission of the Charity Commissioner / Court / any other law as may be applicable for the time being. The Trustees shall be indemnified against all losses and liabilities incurred by them in the execution of the Trust and shall have a lien over the funds and properties of the Trust for such indemnity.

**SCHEDULE**

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund and the immovable properties, donated by the SETTLOR, as described in the Schedule below:

1. Cash contribution to the Corpus Fund of the Trust of Rupees --------------- (Rupees -------------------------------------------------------------------------- only)

2. Properties of --------------------------------------------------------------------------

3. Assets of -----------------------------------------------------------------------------

IN WITNESS WHEREOF, The Parties hereunto have signed and delivered the presents on the day and year first hereinabove written.

SETTLOR

WITNESS: 1. TRUSTEE \_\_\_\_\_\_\_\_\_\_\_\_

1. 2. TRUSTEE \_\_\_\_\_\_\_\_\_\_\_\_

2. 3. TRUSTEE \_\_\_\_\_\_\_\_\_\_\_\_

A bond is a formal contract to repay borrowed money with interest at fixed intervals. According to Sec.2(5) of the Indian Stamp Act, 1899, “Bond” includes –

* Any instrument whereby a person obliges himself to pay money to another, on condition that the obligation shall be void if a specified act is performed, or is not performed, as the case may be;
* Any instrument attested by a witness and not payable to order or bearer, whereby a person obliges himself to pay money to another; and
* Any instrument so attested, whereby a person obliges himself to deliver grain or other agricultural produce to another.

Registration of bond is not compulsory but if a bond by itself creates an interest in immovable property of the value of Rupees One Hundred and more, then its registration will be compulsory. Attestation of the bond should appear on the face of the instrument.