**Public Charitable Trust**

THIS INDENTURE made at Bombay this ------- day of ----------- 1990 BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ called "the Settlor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors or administrator) of the One Part AND (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called "the Trustees" (which expression shall unless repugnant to the context or meaning thereof be deemed to include the 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 Trustee their, his or her assigns) of the second Part;

WHEREAS the 'Settlor' is desirous of settling for Public Charitable purpose a sum of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only);

AND WHEREAS the Trustees have agreed to act as the Managing Trustees for life of the said Trust;

NOW THIS INDENTURE WITNESSEH 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 hereby grant, assign transfer and hand over to the Trustees and the Trustees do hereby accept and take possession of the said sum of Rs. -------/- Rupees ---------- 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 of and concerning the same i.e.

a.     for relief of the poor

b.    education

c.     Medical relief

d.    the advancement of any other object of general public utility;

e.     to collect and receive funds and donations for the above objects,

f.     to do all acts, deeds and things as are incidental and conducive to the furtherance of the above objects.

AND IT IS HEREBY DECLARED that the charitable objects hereinabove mentioned shall not be limited or restricted to any particular caste or creed and will not involve any element of profit making.

AND IT IS HEREBY FURTHER DECLARED THAT THE Trustees shall be entitled to utilise and disburse either the net income of the Trust Estate and/or parts of the corpus thereof for maintaining and/or conducting establishments for the charitable purposes and trusts hereinabove set out;

1.     The Trustees shall have power and shall be entitled to collect, recover and receive dividends, rents and profits and other income of the Trust Estate (hereinafter referred to as `as the Trust income`) and to pay there out all taxes, rates, assessments, expenses and outgoings for 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 donations upon the trusts and subject to the terms, provisions and powers and conditions contained herein, such moneys or properties as the Donors desire from time to time to give on the aforesaid trusts and on the terms and conditions herein contained.

3.     The Trust hereby declared shall be designated as ----------------.

4.     The Registered Office of the Trust shall be at ----------------------.

5.     The Trusts hereby declared shall be irrevocable.

6.     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 on lease for any period however long or otherwise dispose of and deal with the Trust Estate including any immovable properties comprised therein or any part thereof either by publication or by

private contract and on such terms and conditions as they the Trustees think fit with liberty to the Trustees to buy in rescind or vary any contracts for sale, mortgage, transfer, assignment, lease or other disposition as aforesaid and to resell the same or enter into a fresh contract for transfer, assignment, lease or other dispositions without being answerable for any loss occasioned thereby and with power also to execute all necessary assignments, conveyances, mortgages, transfers, leases, sub-leases and their counter-parts, and other deeds and assurances for the same and to give receipts and discharges for the consideration moneys and all other moneys. All moneys arising from any such sale, mortgage, transfer or other dispositions shall be deemed to be part of the Trust Estate and shall be dealt with accordingly.

7.     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 paying, delivering or transferring the same therefrom and/or from being bound to see to the application or being answerable for the loss or mis-application thereof.

8.     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 signing any receipt for the sake of conformity and shall respectively be answerable and responsible only for their own respective acts, receipts, omissions, neglect and defaults and not for those of each other, nor for that of any banker, broker, auctioneer, 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 of any investments nor any other loss, unless the same shall happen through their own willful default respectively AND ALSO that

the Trustees or Trustee for the time being may reimburse themselves, herself or himself or pay and discharge out of the Trust estate all expenses incurred in or about the execution of the Trusts or powers under these presents.

9.     The Trustees for the time being of these presents shall have full power to compromise or compound all actions suits and other proceedings and all differences and demands 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.

10.  The Trustees shall be entitled to employ any person or persons and pay them remuneration for the effective management and implementation of the Trust, including expert and technical qualified or experienced personnel.

11.  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 refuse or become incapable to act in the Trust of these presents or otherwise, it shall be lawful for the surviving or continuing Trustees for the time being of these presents for this purpose to act in the execution of this power or for the proving executors or administrators of the last surviving Trustees to appoint a new Trustee or Trustees in place of the Trustee or Trustees so dying or leaving India or desiring to retire from the Trust or otherwise to appoint new or additional Trustees or Trustee 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 Trustee or Trustees so appointed as aforesaid may as well before or after such transfer of the Trust Estate, act or assist in the Execution of the Trusts and powers of these presents as fully and effectually as if he / they had been hereby appointed as Trustee or Trustees PROVIDED THAT the number of Trustees of these presents shall not be less than two nor more than, seven PROVIDED HOWEVER AND 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 disqualified to act as such.

12.  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.

13.  The Trustees shall have the right to make necessary resolutions by circulars instead of by meeting and any resolutions as agreed to by a majority of the Trustees shall be as valid and effectual as a resolution of the Trustees at a meeting duly convened.

14.  The Trustees shall determine all questions and matters of doubt in the execution of the Trusts, including the meaning and construction of any of the articles and provisions herein contained and do all acts and execute all the trusts, powers and authorities appertaining to these presents unanimously, and in case of disagreement, by majority, each Trustee shall have one vote only. The Trustees shall be at liberty to make rules or bye-laws which are not inconsistent with what is herein contained.

15.  For the purpose 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 writings as they may deem necessary or expedient. The Trustees shall also be entitled in incur all legitimate expenses which they consider to be beneficial to and in the interests of the Trust.

16.  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 Trusts Act, 1950 and/or the statutory amendments, modifications or reenactment 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 freehold or leasehold or any other tenure) and the Trustees shall also be entitled to purchase

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 to rebuild any building or erection as they may consider

necessary and in the interest of the Trust AND the Trustees shall have power to alter, vary or transfer the investments from time to time in such manner as the Trustees may think fit proper and in the interests of the Trust.

17.  The Trustees shall be entitled to obtain tenancy in and/or take on lease any premises and/or properties as they may consider proper, and also give them on leave and licence and receive deposits and/or advance compensation.

18.  Complete accounts of the Trust shall be properly kept in Bombay, or at such other place or places as the Trustees may from time to time decide and all the accounts, records, and documents of the trust shall be maintained at the office of the Trust. The accounts of the Trust shall be duly audited.

19.  The Trustees shall be entitled to open and maintain bank account or accounts as they may consider necessary or proper and such account or accounts may be operated on the signatures of any of two of the Trustees.

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

SIGNED AND DELIVERED by the within-

named Trustees

(1)...............

......... and

(2)..............

............ in the presence of