**MAKING OF A TRUST BY A DEBTOR FOR THE ADVANTAGES OF HIS CREDITORS**

THIS TRUST DEED is made on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_

between Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 s/o Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter (referred to as "the debtor") of the first part;

AND

Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 and Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (here in after referred to as "the trustees," which expression shall include the trustee or trustees for the said time) of the second part.

AND

The individuals, firms, and companies detailed in the Schedule I enclosed hereto (hereinafter called "the Creditors") of the third part.

WHEREAS

1. The Debtor is doing the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and has taken on credit several kinds of raw materials etc. from different parties ("the Creditors") as referred to in the Schedule I.

2. The Debtor has not been able to pay to the Creditors fully their debts and can not pay them due to financial distress

3. The Debtor has proposed to the Creditors, which as accepted by him as Creditors shall assign his property for their advantage on terms/conditions hereinafter appearing.

NOW THIS DEED WITNESSETH AS UNDER:

1. The Debtor hereby assigns, transfers and conveys the said property to the trustees upon trust for benefit of his creditors.

2. The Trustees shall be empowered in selling the said property on and getting money thereto and after spending money, as considered necessary, by them shall give the same proportionately amongst the creditors per such rules as are applicable to the administration of estates in insolvency proceedings and shall stand possessed of the balance thereof (if any) upon trust for the Debtor.

3. The Trustees are free to defer the sale of all or any of the property as deemed fit by them lease, mortgage or otherwise deal with the said property and raise money thereon so as to discharge the liabilities of the Debtor and for expenses incidental to the management of the property.

4. The Trustees shall be empowered to do and manage business of Debtor and to employ the Debtor or any other person per management and may pay to him such salary as they consider fit.

5. The Trustees shall be empowered, in collecting debts owing to the Debtor, to file and suit or other proceedings in court or may refer any controversies with any person in concerning to any such debt to arbitration or may compromise or arrange concerning to any such debt.

6. The Creditors do hereby and each of them does hereby release and discharge the Debtor from all said debts and from all actions, claims, demands or any other proceeding, whatever, by Creditors or each of them, against the Debtor in relation thereof.

7. The Trustees shall, in administering the trust hereby made act per their unanimous judgment and in case of disagreements of opinion, according to opinion of the majority of them.

IN WITNESS WHERE OF, the parties hereunto have signed this deed this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.

(Schedule hereinabove referred to)

Witness: