**TRUST DEED FOR PROVIDING MEDICAL FACILITIES TO POOR PERSONS**

 THIS DEED OF TRUST IS MADE on this ………..day of 20 ………..between………..s/o ………..resident of hereinafter called the Settlor (which expression, where the context so admits shall mean and include his successors and assigns) of the ONE PART and

(1) Shri X son of late Shri ………..aged about ………..years resident of................... Mumbai 400020

(2) Shri Y son of Shri X aged about………..years resident of ........................ Mumbai 400020

(3) Smt. Z wife of Shri Y aged about ... years, resident of ................... , Mumbai 400020

(hereinafter called the Trustees, which expression shall include the trustees or trustee for the time being hereof) of the OTHER PART.

WHEREAS the Settlor is desirous of settling on Trust the sum of Rs 10,090 (Rupees Ten Thousand only) only to be utilized for public charitable purposes.

AND WHEREAS the Trustees hereto have given their consent to be the Trustees along with the Settlor for administering the affairs of the Trust in accordance with the terms and conditions hereinafter provided.

NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

In pursuance of the premises above, the Settlor does hereby settle upon and convey unto the Trustees the sum of Rs. 10,000 (Rupees Ten thousand only) to hold the same in Trust with the powers and subject to the provisions hereinafter contained concerning the same.

(1) Name of theTrust. The name of the Trust shall be "Kumari .................Trust "

(2) Office of the Trust. The office of the Trust shall be situate d at ............................. Mumbai 400020 and/or such other place/places as the Trustees may decide from time to time.

(3) Names of the Trustees. The names and addresses of first Trustees of the Trust shall be

 (a) Shri X ………..Mumbai 400020

 (b) Shri Y ………..Mumbai 400020

 (c) Smt. Z ………..Mumbal 400020

The aforesaid Trustees have also signed this deed in acceptance of the office assigned to them.

(4) Tenure ofTrustees. The above named first Trustees along with other co opted Trustees shall be Trustees for five years. The Trustees can co opt with mutual consent any other person/s as Trustees. The total number of Trustees at any time shall however not exceed four. On the death of any Trustee, the remaining Trustees shall appoint a person as a Trustee in place of the deceased from among the legal heirs of the deceased. The minimum number of Trustees shall be two.

(5) Retirement ofTrustees. Any trustee may retire on giving three months notice in writing thereof to others. The trustee shall automatically ceased to be and shall vacate the office of trustee on happening of the following:

(i) By death, resignation or retirement;

(ii) If he becomes of unsound mind;

(iii) If he is adjudged insolvent or if he applies to be so adjudged;

(iv) If he has been convicted of any offence for not less than six months; and

(v) If he is absent from India without permission of other trustees (which permission if granted will not be withdrawn) for a continuous period of more than six months.

(6) Filling of vacancies of Trustees. The vacancies of the trustee shall be filled up by other trustees by majority.

(7) Administration ofTrust.

(1)All the Trustees together be called as the Board of Trustees headed by the Chairman to be elected once in every two years amongst the Trustees. On the death of the Chairman, the person succeeding him shall hold office for two years. The other Trustees shall hold office for a period of five years from the date of appointment or nomination as Trustees. Any question arising in the administration of the Trust shall be decided by vote of the majority of the Trustees as are present and voting at a duly convened meeting, and the Chairman of the Meeting shall have a casting vote in case of equal votes. The Chairman may also take administrative decisions which have to be ratified in the subsequent meeting. The Trustees will be Honorary and will not be entitled to any remuneration. The trustees may also take decision by circulation of trustee matters approved by majority of trustees, after the matter to be so decided have been circulated to all the trustees.

(2)The Trustees shall elect from among themselves a Secretary, a Joint Secretary and a Treasurer and they shall hold office for a period of three years. The Trustees shall take charge of the Trust assets and hold and administer the same in accordance with the terms of this Deed.

(3)Any Trustee may, at any time resign his office of Trusteeship by giving one month's notice in writing to his co trustees and upon the expiry of the period, such Trustee shall be deemed to have vacated his office. The office of the Trustee falling vacant either by death or by resignation or expiry of 5 years period may be filled by nomination by the Chairman of the Trust.

(8) Funds and properties of the Trust The funds and properties of the Trust shall consist of

(a) the sum of Rs. 10,000 (Rupees Ten Thousand only) which has been settled by the settlor and put in the Bank A/C No............... at………..Bank of ..................Branch ..............

(b) gifts/donations either in cash or in kind which may be made by any Philanthropic Institutions/persons or members of the public who are in sympathy with the aims and objects set out herein including any donations made for any such specified purpose or object.

(c) property movable/immovable which may be acquired by the Trust by purchase, exchange, lease, gift or otherwise.

(d) income and profits from the properties of the Trust.

(e)any fees, charges, etc. as may be collected in the course of any public or private performance by Artist, etc.

(9) Objects of the Trust The objects of the Trust will be as under:

(a) To render assistance to poor patients by providing finance for surgical operations, providing medicines, etc. provision of health care, preventive medical services (including dental services);

(b) Assistance to hospitals in setting up the various facilities such as Blood Bank, Operation Theatre, Eye Bank, Burn Centres' for the poor patients;

(c) Provision of outdoor dispensary or assistance thereof and also to run Mobile medical services;

(d) To set up hospitals/nursing homes for children/women;

(e) Torender assistance to the handicapped;

(f) To contribute to other social welfare organizations providing medical assistance viz. Red Cross, Cry, etc.;

(g) To provide monetary assistance aid for medical treatment to the poor and needy persons.

(10) Impossibility of objects of the Trust. If the objects of the Trust become impossible of fulfillment, it shall be open to the Sole Trustee to alter the terms of the Trust and thereupon a new Trust embodying the altered objects shall come into being and such new Trust shall be subject to all the conditions of this Deed. The Trust property shall become the property of such new Trust.

(11) Powers of the Trustees. (1)The Trustees shall be competent and are hereby empowered to:

(a) Receive any more and further assets in any shape or form as and when given by the Settlor of the Trust, any of the Trustees or any other persons or institutions.

(b) Collect funds by donations, subscriptions, grants, presents or contributions.

(c) Invest the funds to the extent necessary in accordance with the provisions of section 13(l) read with section 13(5) of the Income tax Act, 1961 or such other sections of the Income tax Act as amended from time to time so that the income of the Trust will be exempt from Income tax.

(d) acquire on lease, or otherwise, sell, mortgage, lease out or transfer in any other manner properties (movable or immovable), construct buildings and effect other improvements for the purpose of the Trust.

(e) Help and render relief to the poor In all possible way.

(f) Make donations or contributions for attaining and in furtherance of the objects of the Trust.

(g) Borrow for the purpose of the Trust on personal credit of the Trustees with or without charges or responsibility upon the assets of the Trust.

(h) Meet necessary expenses to be incurred in connection with the execution and administration of the Trust.

(i) Establish centers in different parts of the country for carrying out the objects of the Trust.

Do all or any of the aforesaid things, transactions or matters and do all such other things as are incidental or conducive to the attainment of the aims and objects of the Trust.

(2) None of the powers enumerated above will be deemed to authorize the carrying on of any activity for profit by the Trustees and these powers shall be exercised by the Trustees in such manner that the income of the Trust will be totally exempt from tax under sections 11, 12 and 13 of the Income tax Act, 1961 or such other sections or clauses as amended from time to time.

(3) All or any of the powers vested in or exercisable by the Trustees as per this Deed of Trust shall be capable of being performed or exercised by a majority of the Trustees present at the meeting of the Trustees and any action or decision of such majority shall be valid and effective as it would have been if done by all the Trustees.

(4) The Trustees, if they so choose and for the benefit of the Trust may delegate by means of a resolution in writing any or all of their powers to any one or more of them or any other person for such time and purpose as they deem fit.

(12) Reimbursement of expenses and remuneration. The Trustees shall be entitled to receive and be paid out of the Tsust Fund, all out of pocket including traveling and other expenses reasonably and legitimately incurred by them in connection with Trust matters and incurred for attending any meetings of the Trustees or any committee thereof. Save as aforesaid the Trustees including the Managing Trustee shall not be entitled to any remuneration for serving as such; provided that the Trustees may employ any of the Trustees being engaged in any profession or business, or in a firm of which he shall be a member, to do any act or transact any business (whether or not an act or business which only a person engaged in that profession or business can do) and may pay such charges for the act or business done by him or his firm as aforesaid as he or they might make or recover if the Trustee or whose firm may be so employed was not a Trustee.

(13) Meetings of the Trustees. (11) The meeting of the Trustees shall be presided over by the Chairman of the Trust and in his absence, the Trustees present in the meeting shall elect one of them to preside over that meeting.

(2) The Trustees shall meet from time to time as and when necessary to transact business and for considering the betterment of the Trust and its assets. The President of the Trust or the President of the meeting, as the case may be, shall have a casting vote in case of equality of votes. Fifteen days notice of all meetings of the Trustees shall be given to all Trustees either by Registered Post or in any other manner as decided by the Trustees. The quorum for the meeting shall be one third of the total number of Trustees. In case there is no quorum at the time fixed for the meeting, the meeting shall stand adjourned. The postponed meeting is entitled to transact its business without waiting for the quorum, but it shall not undertake any matter for consideration which is not announced in the agenda of regular meeting.

(3) A Minutes Book shall be maintained at the office by the Board of Trustees. Minutes, of all meetings, appointment and entry into the office of every new Trustees and all other proceedings of the Board of Trustees shall be entered and recorded in such Minutes Book and shallbe signed by the Chairman of the meetings either at the conclusion thereof or at a subsequent meeting when they are duly confirmed.

(14) Removal of Thistee. The Board of Trustees may remove from office any Trustee if in their opinion such Trustee has ceased to represent the interest which he purports to represent on the Board; provided that reasonable opportunity is given to such Trustee to make any representation against the proposed action.

(15) Delegation of power by the Chairynan. The Chairman shall at all times during his continuance in the office, have the right to delegate his powers to any of the remaining Trustees or to other attorneys or agents, with the prior consent of the Board of Trustees.

(16) Alteration of rules for governance of the Trust. The Trustees, by a majority, are empowered to alter the rules governing the administration of the Trust in a manner or inconsistent with the objects of the Trust; provided that such amended rules are in no way repugnant to the provisions of Clause 11 of the deed.

(17) Trustee's Powers. The Trustees shall have all powers as may be required for the proper conduct of the affairs of the Trust.

(18) Bank accounts of the Trust The Trustees may open an account or accounts with any Bank/Banks in the name of the Trust to be operated upon by any the Treasurer jointly with the Secretary of the Trust.

(19) Investment of Funds of Trust. The surplus funds of the Trust which have not been spent in any year shall be invested in the modes prescribed under the provisions of the Indian Trusts Act, 1882.

(20) Acquisition and sale of the Trust Properties. The Trustees shall at their discretion, acquire, purchase or sell immovable properties or moveable properties in the course of managing the Trust. However, any sale of immovable property shall require prior consent of at least :Y4 the majority of the Trustees.

(21) Dissolution of the Trust 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 among the Trustees/members of the Board, but same shall be transferred to another charitable trust, society, whose objects are similar to those of this Trust and which enjoys recognition under relevant section of the Income tax Act, 1961.

(22) Income of Trust not to be applied for the personal *benefit of* trustee. No income of the Trust shall be applied for the personal benefit either of the Trustees or of the Settlor.

(23) Amendment of terms of the Deed of Trust. No amendment in the terms of this Deed shall be made without obtaining the prior written permission of the Charity Commissioner under the Bombay Public Trusts Act, 1950 and the Commissioner of Income Tax.

(24) Achievement of objects of Trust. The objects of the Trust shall be achieved without involving any activity for profit.

(25) No benefit to the trustees and the members of their families*:* The Trustees and the members of their families shall not be entitled for the benefit of the Trust.

(26) Trust irrevocable. The Trust formed is irrevocable.

(27) Funds/income of Trust to be utilized for objects of the Trust The funds/income of the Trust shall be solely utilized for achieving the objects of the Trust and no portion of it shall be utilized for the benefit of the Trustees by way of interest, bonus, dividend, profit, etc.

(28) Benefits of trust open to all Indians. The benefit of the Trust shall be open to all Indians irrespective of caste, creed or religion.

(29) Maintenance of Accounts. The Trustees shall maintain proper and regular accounts and such books of account shall be kept at the office premises. Each Trustee shall have right to inspect such books of account during office hours. The annual accounts shall be audited by a Chartered Accountant or a firm of Chartered Accountants who shall be appointed by the Trustees. The financial year shall comprise of twelve months from ………..of one year to and including………..the of the next following year: PROVIDED the first financial year of the Trust shall commence from the date of these presents and………..end of……….. 20

(30) Indemnity of Trustees. The Trustees shall be kept indemnified out of the assets against all legal or other actions, costs of litigation, claims and liabilities arising out of the need to defend the Trust and its properties and assets or out of any deed done by the Trustees in the due discharge of their duties as Trustees.

(31) Holding over of Monies for Trust The Trustees may accept grants, gifts, donations, contributions, aids, bequests, legacies or any remittance in cash or in kind and they shall hold the same for the Trust. When cash or cheques are received they shall become part and parcel of the Trust Fund.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

Signed and delivered

In the presence of

By the said settlor

Shri ...........

1.

2.

Signed and delivered

By the within named.

Trustees

1.

2.

3.

In the presence of

1.

2