

## Deed of Family Trust

This Deed of Trust made at..... this..... day of..... between (1).....  
(2)..... (3)..... (4)..... (5)..... (6)..... (7).....  
all of..... hereinafter referred to as the SETTLORS of the One Part and (1)..... (2).....  
(3)..... hereinafter referred to as the Trustees of the other part.

### WHEREAS

1. The settlors are the erstwhile members of a Joint family consisting of..... &..... as brothers and the remaining..... to..... as their respective sons and grandsons, all being majors and they are the only members of the family apart from their respective wives.
2. The said Joint Family owns an ancestral House together with the land apartment in the village/town of..... in Dist..... in the State of.....
3. .... &..... and their respective sons and grandsons are living separate at different Towns/Cities and earning in their own way independently and have their respective properties
4. The said Family House is the only common property belonging to the said family
5. The said house cannot be physically divided and partitioned and the parties also do not propose to do so nor do the settlors desire to sell the same but desire to keep and preserve it as a common unit and as a memorial of the ancestors and also to avoid any dispute regarding the same among the members of the said family.
6. The said family has a family Deity of Goddess..... and the family has installed the same in one of the rooms of the said house.
7. The Settlers have therefore proposed to dedicate the said house and premises to the said Deity and to continue to worship the same and with these objects they have decided to create a private Trust of the said property.
8. The Settlers have also collected a Fund of Rs..... as the initial fund or Corpus to meet the expenses of maintaining the said house and to worship the said idol.
9. It is proposed that....., will act as the first Trustees of the Trust and the settlors have proposed to transfer the said property to..... &..... as Trustees to hold the property for the benefit of the said family in the manner aforesaid.

NOW this Deed witnesseth that pursuant to the said desire of the settlors and in the premises aforesaid the settlors do and each of them doth hereby grant and transfer the said house with the land appurtenant thereto situate at..... and more particularly described in the Schedule hereunder written and all the rights liberties, privileges and easements appurtenant to the said house and the land and all the estate right, title and interest of the settlors in or to the said property hereby granted unto the Trustees and also transfer the Fund of Rs..... Collected by the settlors TO HOLD the same to the use of and on the terms

Herein below mentioned and with all the powers and provisions herein contained subject however to the payment of all taxes and other public dues payable to the Government or any local authority in respect of the family house and the land.

1. This Trust will be known as..... Family Trust.
2. The Trustees will protect, preserve and worship the idol of Goddess..... installed in the said house and for that purpose make all arrangements for the same and appoint a PUJARI if available.
3. The Trustees shall invest the said Fund or Corpus hereinafter referred to as the Trust Fund (which will include also all the contributions made by the members of the family from time to time and all other moneys received by the Trustees by way of gifts, donations or otherwise) in authorized securities and spend the income realized there from in the maintenance of the said property and in the worship of the said Deity.
4. The Trustees will arrange and carry out the daily worship of the said deity as far as possible and shall hold the necessary religious Festivals or functions according to the custom of the family thereto followed.
5. The Trustees will be entitled to collect or receive from the members of the family for the time being or any of them such periodical payments or occasional donations so as to increase the Corpus of the Trust Fund and will also be entitled to receive donations or gifts from others without creating or agreeing to create in them any right or privilege in respect of the trust property or Trust Fund or in the management of the Trust.
6. The Trustees will be entitled to carry out necessary repairs or renovations to the said property so as to preserve the same in good condition and also to provide all necessary amenities for reasonably comfortable living in the said house to the extent the income of the Trust Fund permits.

7. Any member of the Family will be entitled to occasionally stay in the said family house or any part thereof free of any charges, such stay not extending beyond a month continuously except in any exceptional circumstances as the Trustees may think proper. In the event of more than one member and his family desiring to occupy the said house at the same time the Trustees shall decide as to who should be given preference and what should be done for convenience of both and their decision shall be final. However the expenses for living will be borne by the member occupying the same and not by trust, The object of this provision is that the house should be available for temporary use and occupation by any member of the family and which use and occasion will also help in the upkeep and preservation of the house.

8. The Trustees shall not make any substantial changes in the house or additions thereto except with the consent of all the major members of the different branches of the said family for the time being.

9. The Trustees shall not be entitled to sell the said house property or any part thereof nor to mortgage the same or to let out any portion thereof.

10. The Trustees will be entitled to engage a permanent or occasional watchman to safeguard the property from encroachments or any damage to the property and pay his salary out of the income of the Trust Fund.

11. The number of trustees of this Trust will be minimum three and maximum five and the Trustee for the time being will be entitled to appoint any additional trustee so that the total number does not exceed five. The Trustees of the trust to be appointed in future will always be from among the members of the said family fit to be appointed and not any outsider.

12. If any of the trustees for the time being dies or is disqualified to be a trustee for any reason prescribed by law, the remaining trustees will be entitled to appoint a new Trustee in his place and the Trust Property and Trust Fund will be transferred to his name along with the other Trustees as and in the manner required by law.

13. The Trustee shall open one or more accounts in one or more banks in their names and such account will be operated by any two of the Trustees. All moneys received will be credited to such accounts and such amount as may not be required for immediate expenses can be invested in temporary deposits with any of the Banks.

14. The Trustees shall have all other powers as are conferred on a Trustee by law.

15. The Trustees shall keep accounts of the Trust Funds and the same shall be made available for inspection by any member of the family as and when required.

16. The senior most Trustee in age will act as a managing Trustee and will be in charge of the day to day management of the trust. However all policy decisions and any item of work involving an expenditure of more than Rs...../- will have to be approved by all the trustees or a majority of them in any meeting called for that purpose or by circulating resolution. The Trustees will keep written minutes of the meetings held and decisions taken. Any one Trustee can call a meeting of the Trustees as and when occasion arises.

17. If for any reason or under any circumstances the trustees unanimously think that it is impossible to carry on with the Trust, they will be entitled to revoke the same and shall be entitled to deal with and dispose the Trust property and the Trust Fund as the majority of the members of the said family for the time being will agree to, failing which the Trustees will be entitled to apply to the competent Court of law for necessary directions.

IN WITNESS WHEREOF THE SETTLORS AND THE TRUSTEES HAVE PUT THEIR HANDS THE DAY AND YEAR FIRST HEREUNDER WRITTEN

THE SCHEDULE ABOVE REFERRED TO

Signed by the within named

Settlors.....

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in the presence of.....

Signed by the within named

Trustees.....

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..... &

in the presence of.....