

Deed of Trust for Establishing Hospitals

This Deed of Trust is executed at [●] on this [●] day of [●].

Between

Mr. [●], S/o [●], aged about [●] years, residing at [●] (herein after referred to as the "Author of The Trust")

And

1. Mr. [●], S/o [●], aged about [●] years, residing at [●] (herein after referred to as the "First Trustee")
 2. Mr. [●], S/o [●], aged about [●] years, residing at [●] (herein after referred to as the "Second Trustee")
 3. Mr. [●], S/o [●], aged about [●] years, residing at [●] (herein after referred to as the "Third Trustee")
 4. Mr. [●], S/o [●], aged about [●] years, residing at [●] (herein after referred to as the "Fourth Trustee")
 5. Mr. [●], S/o [●], aged about [●] years, residing at [●] (herein after referred to as the "Fifth Trustee")
- (all the trustees are collectively referred to as "Trustees")

Whereas the "Author of The Trust" own certain immovable properties as item- wise described in the Schedule I and also own certain movable properties described item-wise in Schedule II hereunder.

Whereas the "Author of The Trust" is desirous to constitute a Trust with the properties referred to in the Schedule I and II hereunder for the purpose of establishing "Hospitals" or such other institution or organization for medical aid to the poor free of cost or with such minimal fees and it includes conducting camps for creating awareness among the general public and precautions to be taken.

Whereas the "Author of The Trust" offered to the "Trustees" to act as a trustees with the object as referred to and the "Trustees" in turn has agreed to act as such.

Now This Deed Witnesseth:

- (a) The "Author of The Trust" do hereby alienate the properties referred to in the Schedule I and II hereunder in favour of the "Trustees" for the discharge of obligations and fulfillment of the object referred in this Deed.
- (b) The "Trustees" agrees to take all the reasonable steps to get the Trust registered in accordance with the laws governing in the State of [●] or such other governing laws.
- (c) The "Trustees" will take all the decisions upon simple majority and with the minimum quorum of [●] "Trustees".
- (d) The "First Trustee" will act as a "Chairman of the Meeting of the Trust" and if the "First Trustee" is not available, then, the Trustee appointed with consensus among Trustees or with the simple majority will act as a Chairman to conduct the proceedings of the Trust.

- (e) Each Trustee will have equal voting right.
- (f) The membership or appointment of persons with qualifications as a "Trustees" other than the "Trustees" referred to above can be done with consensus and the maximum "Trustees" can be prescribed by the "Trustees" from time to time with consensus among the Trustees available or present at the relevant time.
- (g) The "First Trustee" will be the permanent Trustee of the Trust, however, upon his inability to act such, his legal heirs or successors etc., will not have any claim in the Trust.
- (h) The "Trustees" will get expelled from the "Trust" automatically upon committing an act while discharge of their functions in the Trust which becomes an offence or upon coming an offence of moral Turpitude.
- (i) The "Trustees" barring the "First Trustee" shall retire from the "Trusteeship" upon them becoming 70 years old.
- (j) The Vacancy of the Trust can be filled from time to time with the person having exceptional academic record or reputation as a person concerned with the public interest and he should be below 30 years old. In addition to the exceptional academic record and the concern towards public interest, the "Trustee" must be a medical professional having minimum qualification i.e., M.B.B.S or its equivalent.
- (k) The Vacancy be filled with the simple majority from among the members present or when there is only one Trustee, then, he will appoint next trustee and they both will appoint the remaining trustees.
- (l) The decision as to the office of the Trust, office staff, bank accounts, expansion of activities of the Trust inline with the main object, the internal regulations for smooth functioning of the Trust, shall be taken by the "Trustees" with the simple majority from among the "Trustees" present.
- (m) The "Trustees" will have no right to sell the properties referred to in the Schedule-I and II hereunder unless it requires reasonably for establishing or running the Hospital or Hospitals or such Centre imparting medical facilities and the decision is to be taken with consensus among all the "Trustees" and vacancy to be filled-up before taking such a decision.
- (n) The "Trustees" can delegate all the secretarial work of the "Trust" and the delegation is to be done by the simple majority in the meeting of the "Trustees".

- (o) The Object of the Trust cannot be deviated at any cost unless all the "Trustees" at the relevant time agrees to concentrate on any other charitable activity.
- (p) Any other charitable activity as decided by the "Trustees" from time to time, should not affect the main object of the "Trustee" or the existing charitable activities.
- (q) The "Trustees" can ask for the funds from the public and the institutions for the development of the "Trust".
- (r) The "Trustees" can lease-out properties of the Trust and the income accruing therefrom can be used for the purchase of any property for getting the objects fulfilled or for an expense in the course.
- (s) The "Trustees" should not do any act which resembles discrimination in the name of caste, religion, sex or location.
- (t) The "Trustees" shall not receive any salary or remuneration whatsoever towards the services rendered as such.
- (u) The "Trustees" shall maintain all the accounts needed in accordance with the law and the regulations and especially the record of revenues, expenses, assets and the liabilities to be maintained and must get audited every year.
- (v) All the "Trustees" are jointly or severally liable to face the consequences for the misdeeds in the course of functioning of the "Trust" unless proved otherwise as to the knowledge.
- (w) All other issues which are not covered under this Trust Deed will be taken by all the "Trustees" with simple majority and without deviating from the object emphasized in this Deed.
- (x) The Value of the Property conveyed and settled upon the "Trustees" IS Rs. [●] on which the stamp duty is paid.
- (y) The Name of the Trust shall be "[●]".

SCHEDULE I

Item No.	Description of Property

SCHEDULE II

Item No.	Description of Property

WITNESSES:

1. [•]

(Sd) XXXXXXXXX

Author of the trust

2. [•]

(Sd) XXXXXXXXX

(Sd) XXXXXXXXX

(Sd) XXXXXXXXX

(Sd) XXXXXXXXX

(Sd) XXXXXXXXX

Trustees