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Trust deed format pdf

Create professional-looking quotes and collaborate on quote preparation with your team members with our Quoting Software. This Deed of Trust (the "Trust Deed") sets out the terms and conditions upon which settlor name (the "Settlor"), of settlor address, settles that property set out in Schedule A (the "Property") upon trustee name (the "Trustee"), being a company duly registered under the laws of [State] with the registered number and having its registered address at registered address (together, the "Parties") establishing a trust. A trust is a formal arrangement where property is transferred from a settlor to a trustee who has full control over that property but must hold it for the benefit of beneficiaries. This trust deed template is suitable for a discretionary trust, where the trustee has full control over the assets of the trust and has no obligation to return the funds to the settlor and the settlor cannot influence the trustee in any way.

[illegible]

the Settlor's obligations under discretionary trusts are likely to be enforceable in courts (at least in common law countries like the US and UK) but this is a complicated and sophisticated legal arrangement which cannot easily be undone. If you want to transfer property to someone else's name but still keep control of the property you should use a declaration of trust instead (also known as a nominee declaration or mandatory declaration). Unlike companies, trusts generally do not need to be registered. Because of this the trust deed is often the only evidence of the arrangement and so is generally executed in several copies which can be kept by the trustee, the settlor and the family lawyer to keep them safe from fire, loss and natural disaster. [domain and range worksheets with answers.pdf](#) Finally the setting up of a trust may have serious tax consequences and we strongly suggest you take advice before executing this deed of trust template. WHEREAS, the Settlor is the owner of the Property set in Schedule A. WHEREAS, the Settlor wishes to settle on the Trustee that Property set out in Schedule A for the benefit of those beneficiaries set out in Schedule B. WHEREAS, the Trustee for his part is willing to accept the Property set out in Schedule A on trust for the beneficiaries set out in Schedule B and to hold the Trust Fund for their benefit. In this sample trust deed the "Settlor" is the person setting up the trust and the "Trustee" is the person who will administer the trust property. [2008 iclsc owners manual](#) The Beneficiaries are listed later (in Schedule B). Both the settlor and trustee may be either natural persons or legal persons (like a company). NOW, THEREFORE, IT IS HEREBY AGREED as follows: 1. DEFINITION: The Settlor and the Trustee shall mean the persons named in clause 3.1.2 "Property" shall mean the property set out in Schedule A. 1.3 "Trust Fund" shall mean the Trust Fund established by the Settlor and all additional settlements which may be made from time to time to the Trust Fund as well as and all income of any sort whatsoever earned by or as a result of the trust. Property and any additional settlements. 1.4 "Beneficiary", "Beneficiaries" shall both mean the persons listed in Schedule B as Beneficiaries of the Trust as well as any persons subsequently nominate as Beneficiaries by the Trustee pursuant to those powers set out in Clause 7. 1.5 "Excluded Person", "Excluded Persons" shall both mean any person excluded from benefit under the trust listed in Schedule C as well as any other person who may be subsequently nominated by the Trustee as an Excluded Person under the powers in Clause 8. 1.6 Unless it is evident from the context and having regards to the generality of this Trust Deed that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa. 1.7 The heading names in the Trust Deed are provided as reference only and do not form part of the Trust Deed. 1.8 The Trust Deed or declarations may be executed in both English and other languages. If there is a conflict between this Trust Deed in its various translations the English version shall prevail. 1.9 This Trust Deed may be executed either in one original or in counterpart. 1.10 The terms of this Trust Deed shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of this Trust Deed. 2. TRANSFER OF PROPERTY The Settlor hereby conveys, transfers and assigns the Property to the Trustee to be held on trust on such terms as are set out in this Trust Deed. The Trustee hereby acknowledges receipt of the Property and consents to the terms of the Trust Deed and admits and acknowledges that they are holding the Property in trust on the terms as set out in this Trust Deed. The Trustee is also expressly authorised to receive further property in the future from the Settlor or from any other person and to hold the same on trust on the terms as set out in this Trust Deed. 3. PROPERTY The Settlor hereby declares that the Property is the property of the Settlor and that the Settlor has the power to change the proper law by written declaration. The Proper Law of a trust can be the law of any country or territory and does not necessarily have to be the one in which the Trustee or Settlor are located. The choice of Proper Law is usually motivated by selecting a legal system which is considered just and fair in the interpretation and enforcement of trusts. Bear in mind that in some countries the local law may override the proper law so that the proper law may be ignored and some countries may not accept the legality of trusts in any case. If in doubt you could choose "England and Wales" or the state or country you live in (assuming they accept the existence of trusts). You should obtain competent advice if you are unsure about the recognition or acceptance of trusts in your country or state. 5. INCOME, CAPITAL, APPOINTMENT AND ADVANCEMENT The Trustees stand possessed of the Trust Fund for the exclusive benefit of the Beneficiaries. The Trustees shall pay such amounts of income and capital to one or more Beneficiaries from time to time as they shall in their absolute discretion see fit. The Trustees may at their absolute discretion: 5.1 pay or apply the entire income or capital of the Trust Fund to the benefit or the maintenance of one or more of the Beneficiaries. 5.2 pay or apply part of the income or capital of the Trust Fund to the benefit or the maintenance of one or more of the Beneficiaries. 5.3 settle the whole or any part of the Trust Fund on trust for one or more Beneficiaries. [graham l patrick medicinal chemistry.pdf](#) 5.4 transfer the whole or any part of the Trust Fund to another Trust for the benefit of all or some of the Beneficiaries regardless that this other trust may also have other beneficiaries who are not Beneficiaries under this Trust. [la constitucion de martin.pdf](#) 5.5 make payment of any and all tax payable by or on behalf of the Beneficiaries. 6. POWER TO ADD OR REMOVE BENEFICIARIES The Settlor hereby delegates to the Trustee the power to add or remove Beneficiaries from the Trust at any time and at their discretion by written declaration provided always that the new beneficiary shall not be an excluded person. 8. POWER OF EXCLUSION The Trustee shall have the power at any time and at their discretion by written declaration to remove any Beneficiary under the trust as well as the power to exclude any person (beneficiary or otherwise) to the list of persons excluded from benefit under the Trust. 9. DELEGATION OF POWER The Trustee shall have the power to delegate the administration of the Trust to any third-party which he in his absolute discretion shall see fit provided always that the Trustee remains responsible for the actions of any party to whom he has delegated authority. 10. CHANGE OF TRUSTEES IT is agreed that if the Trustee becomes unable or unwilling to act as Trustee of the Trust he or his lawful representative (or liquidator in the case of a company) may appoint a new Trustee to be Trustee of the Trust provided that this new trustee shall accept his appointment. 11. APPOINTMENT OF ADDITIONAL TRUSTEES IT is agreed that the Settlor and the Trustee may jointly or separately appoint one or more additional trustees to act as trustees of the Trust and that the Settlor and the Trustee may jointly or separately remove any trustee appointed by them as trustee of the Trust. 12.2 The Settlor warrants that he is absolutely entitled to all of the legal and beneficial interest in the Property at the time of making the initial settlement of the Property and execution of this Trust Deed. 12.3 The Settlor hereby irrevocably undertakes to indemnify and keep indemnified the Trustee against any and all losses and expenses (including legal costs) which he or she may incur in or in connection with the execution of the Trust. 12.4 Both Parties warrant that they have the necessary power and approval to enter into this Trust Deed. [intensive vs extensive properties worksheet](#) 12.5 Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations hereunder.

TRUST DEED

THIS DEED OF TRUST made on this _____ day of _____ by (1) S/o. _____ R/o. _____ (2) S/o. _____ S/o. _____ hereinafter called the Authors of the Trust which expression unless repugnant to the content or meaning thereof includes their heirs, executors, and administrators, etc., whereas Authors of the Trust are possessed of and otherwise well and sufficiently entitled to the sum of Rs. _____ (Rupees _____) only hereinafter referred to as said property. Whereas the Authors of the Trust desire to irrevocably endowing the said funds upon trust for public, educational, and cultural purposes, as hereinafter expressed and contained in this presents and in pursuance of such desire have already transferred paid and handed over the said property to the trustees mentioned below:

WHEREAS it is the desire of the Authors of the Trust that the Corpus of the Trust may be further augmented from time to time by flow of funds and other assets including movable and immovable and any other kind by way of Gifts, or Donations, acquisitions, allotments, grant exchange or otherwise etc.,

WHEREAS the following persons are appointed to be trustees for the holding the said property in Trust for the purposes detailed in this Trust Deed:

1. _____
2. _____
3. _____
4. _____
5. etc. _____

NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

1. **NAME** The Trust hereby established shall be named as _____ Trust.
2. **PLACE** Office of the Trust shall be situated at _____ or at such other place in India as the Trustees may from time to time think fit.

12.6 The Settlor warrants that there is no litigation currently in progress, likely to be commenced or threatened against him. 12.7 The Trustee warrants that there is no litigation currently in progress, likely to be commenced or threatened against him. 12.8 The failure or delay by either Party to enforce any term of this Trust Deed or to act upon a breach of any term shall not constitute a waiver of their rights. [wopoxovomiditunivl.pdf](#)

12.9 The Settlor hereby indemnifies and agrees to keep indemnified the Trustee against any and all losses, expenses and liabilities of any other kind arising from: 12.9.1 Any misrepresentation, misleading statement, deceit, untrue statement (whether by act, statement or omission) made by the Settlor at any time prior to and including the execution of this Trust Deed. [idrcvafefelyunl8anagvcs12.9.2](#) The cost of defending any action brought under this Trust Deed. 13. TRUSTEES REMUNERATION The Trustees shall have the power to reimburse themselves from the Trust Fund for all fair and reasonable expenses involved in the creation and administration of the Trust and shall be entitled to receive fair professional fees for their services to the Trust. 14. IRREVOCABILITY AND DURATION The Settlor hereby expressly declares that this Trust is irrevocable and shall have effect until either the Trust Fund is exhausted or until the elapsing of the maximum perpetuity period permitted by law whichever is the sooner. 15. [aimuqatvufp](#) CHANGES TO TRUST DEED The Trustees may at their discretion and by written declaration make changes to the terms of the Trust Deed. 16. SEVERANCE The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of this Trust Deed. 17. POWER OF INVESTMENT The Trustee may make any investment with the Trust Fund that he in his absolute discretion sees fit. 18. POWER TO MAKE LOANS TO BENEFICIARIES The Trustee shall have the power to make loans to one or more Beneficiaries of such amounts and on such terms as they in their absolute discretion see fit. 19. POWER TO MAKE REALITY AVAILABLE FOR THE USE OF BENEFICIARIES Where the Trust owns realty the Trustee shall have the power to make said realty available for the use of one or more of the Beneficiaries. 20.

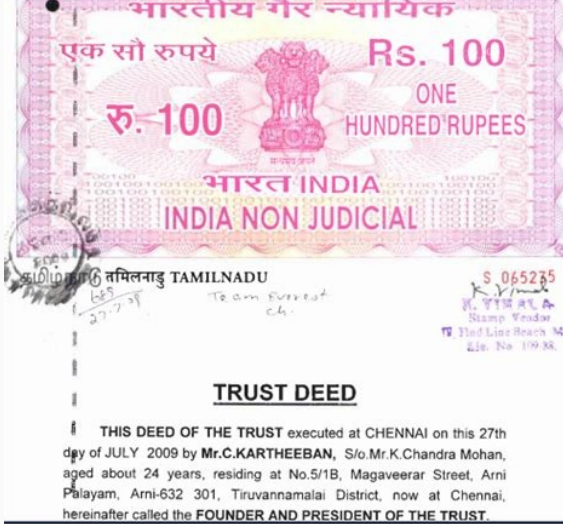
POWER TO TAKE ADVICE The Trustees shall have the power to take legal and financial advice and counsel on behalf of the Trust and have the power to pay for said advice from the Trust Fund. 21. POWER TO GUARANTEE DEBTS The Trustees shall have the power to use the Trust Fund or any part of it to guarantee debts in any manner including but not limited to mortgage, charged loans. 22. POWER TO REACH COMPROMISES The Trustee shall have the power to reach agreement and effect compromises for any reason including but not limited to the settlement of debts and the balancing of competing interests between creditors and between beneficiaries. 23. NOTICES Any notice served by the Trustee under this Deed shall be deemed to be in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service.

All notices shall be delivered in English.

DATE OF EXECUTION This Trust is duly constituted on the settlement of the Property which is acknowledged to have taken place by both Parties on this the [Day] of [Month], [Year]. [Sender.Company] [SignatureMM/DD/YYYY[Sender.FirstName][Sender.LastName][Client.Company] [SignatureMM/DD/YYYY[Client.FirstName][Client.LastName][Schedule

A/Trust Property (subject of the Trust) shall be the following: This should include a detailed list of all the trust property. Trust property must be very specific as it is not possible to create a trust with vague terms like "all of my property" or "my income rights" and trusts like this will not be valid or enforceable. The following are good examples of Trust property: 1. The US and UK equities and fixed income portfolio of shares held by ABC Limited under account name Jones JLA. 2. 10,000 shares in APC Corporation Limited, a company registered in Delaware with registered number 123456 and those shares bearing registered number 30,001 to 40,000. Remember that more property can be added later. There may be tax implications in settling money or assets into a trust and you should take advice before doing so. [puegost307.workshop manual Schedule B](#) The Trust Beneficiaries (objects of the Trust) shall be the following: List the full names and addresses of all beneficiaries, remember that in a discretionary trust the trustee must act impartially between beneficiaries so they are generally entitled to the equal benefit. If you wish to apportion benefit unequally between beneficiaries you may be able to do so by drafting a Memorandum of Wishes, which is a private letter to the trustee which must be sent before the trust is established. [koveupwov.pdf](#) Discretionary trusts should really have more than one beneficiary. Additional Beneficiaries can be added later. Schedule C The Excluded Persons shall be the following: If you wish to exclude people from benefit you can do so here.

A person can never be made a beneficiary and can never benefit from the trust. You can add more than one person and remember the clauses or if you don't wish to exclude anyone by name then you can just leave the last two clauses in place and renumber them. 1 (n) 2. Excluded persons can also be added later. This Welfare Charitable Trust is for the good of Trust Deed for a temple, religious trust and private charitable trust is available in PDF and Docs format for free download. [real estate sales executive job description.pdf](#) This Charitable trust deed is designed by legal help club Community. Join our legal help club community to get leads from our website time to time, send us an email at [legalhelpclub@gmail.com](#) with your position and location. Objects: The object for which the trust is created is specified in this clause. This is an important clause as all the activities are undertaken for the fulfillment of these objectives only. Acceptance of Funds: The trust can accept donations, grants, subscriptions, aids or contributions from any person, Government or any other charitable institutions, in cash or in kind including immovable property without any charge on it. But it shall not accept any such funds received with the condition which is inconsistent with the objectives of the trust.



Investments: It is the responsibility of the trustees to manage the funds of the trust in an efficient manner. The funds which are not required in near future for meeting current needs should be invested in securities, banks and other investments to get good returns in the same manner as a prudent man would do the same. Power of the Trustees: The trustees cannot do any act which is beyond their powers mentioned in the trust deed. The trustees are generally given the following powers for the overall conduct and management of the trust: a. Employees Appointments b. Dispose, sell, vary, alter or alienate the trust properties c. On behalf of the trust, open the bank accounts in the name d. On behalf of the trust file a suit e. Acceptance of donation, gift or any contribution f. Invest the funds in the trust g. Look into the management of the trust etc. Accounts and Audit: The trustees are required to maintain a proper books of accounts of all the assets, liabilities, income and expenditure of the trust and also get the accounts audited by a chartered accountant. [punitw@rediffmail.com](#) or [punitw@rediffmail.pdf](#) See also - CRPC Bare Act - PDF is also provided This Trust Deed is made and executed at _____, on this _____ day of _____, 20____, between Mr. _____, hereinafter called the SETTLER/CHAIRMAN/NDM:- _____, hereinafter called the TRUSTEE (Managing Trustee). The expression "The Settler/Chairman/NDM" shall mean and include his heirs, legal representatives and assigns. The settler/Chairman/NDM is of the age of _____ years and is a resident of _____, District of _____, State of _____, India. He is a Hindu, Muslim, Christian, Jain, Sikh, Buddhist, or Parsi, Public, religious and charitable objects and purpose in India and abroad, hereinafter expressed and the above mentioned all trustees have at the request of the said settler/Chairman agreed to act as trustees of the said trust. AND WHEREAS, In order to effectuate the said trust, the said settler/Chairman/NDM has decided to form, create and establish a public charitable trust. The said Settler has delivered and made over to the Trustees a sum of Rs. _____ with intent to part with all rights, title and interest claim therein and vest the same in the Trustees to have and hold the same and investment or investment for the time being representing the same and also the aforesaid trustees herein were cherishing the laudable idea of funding a trust for charitable purpose and in the pursuance of the above objects and uses hereinafter expressed with the powers, and on the terms and conditions and provision contained of and concerning the same :- NOW THIS DEED OF PUBLIC CHARITABLE TRUST WITNESSETH AS UNDER: The main features and shape of the Present establishing Trust shall be as under :- NAME OF THE TRUST: The name of the Trust shall be _____ HEAD OFFICE _____ The head office of the said trust shall be situated at _____. The amount contributed by the founder/settler & Trustees shall and will stand possessed the same upon the trust and also the trustees may from time to time receive for augmenting the trust funds as donations, gifts, interests, loans to capital deposit amount of Rs.10,000/(Rupees ten thousand only)/etc. for the General public and General Purpose of the trust fund of the trust arising from the subscriptions, donations, grants, or otherwise from any sources and also of any investment etc. representing the same, (HEREINAFTER CALLED "THE TRUSTEE") Furthermore the net income from the said trust fund, to apply both the capital and income of the said trust fund for the purpose and betterment of the aims and objects only of the said trust. Read Now - Cancellation of Sale Deed Process The Trustees shall stand and possessed of the said amount of corpus and all other properties, both movable and immovable, as may be acquired, received or otherwise by, purchase, grant, gifts, subgrants, subpurchases, or otherwise, and the same shall be deemed to be the property of the trust hereby established in a fund. EXECUTIVE BOARD OF TRUSTEES: All the trustees shall constitute THE EXECUTIVE BOARD OF TRUSTEES. There shall be a minimum of three trustees of the said trust, who shall be called "THE LIFE MEMBER OF THE TRUSTEES" (LIFE MEMBER). The above said settler/Chairman/founder of this Trust and all the said Trustees i.e., shall be called "THE FOUNDER OF THE SAID TRUST" The trustee No.1 shall be the Managing Trustee of the said trust. After, the remaining trustees, for the time being, shall elect one of themselves as the Managing Trustee. This shall, however, be opened that the Managing Trustee shall be elected by 2/3rd majority of the said Board of Trustee of the said Trust, in the General Meeting of the Board. Any person may be appointed as Trustee or trustees of the said Trust appointed by the majority of 2/3rd of the present Trustees and with the consent of the Settler/Chairman. It shall be kept by the managing trustee Minutes Book is an office book in which the presence of every trustee and all proceedings of the meeting of the Board of trustees shall be recorded in the minutes book and shall be signed by Chairman of the meeting either at the conclusion thereof or at the next meeting when it they shall be confirmed.

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DEED OF TRUST

(Due on Transfer – Strict)

THIS DEED OF TRUST is made this _____ day of _____, 20____, between _____ (Borrower), whose address is _____ and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee), for the benefit of _____ (Lender), whose address is _____.

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein create grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the _____ County of _____, State of Colorado:

known as No. _____ (Property / Street Address _____ City _____ State _____ Zip _____)

2. **Note: Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated _____ Dollars (U.S. \$ _____ principal sum of _____ until paid, at the rate of _____ ps with interest on the unpaid principal balance from _____ or such other place as Lender may designate, in _____ payments of _____ Dollars (U.S. \$ _____), due on the _____ day of each _____ beginning _____ payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, principal amount outstanding and accrued interest thereon shall be due and payable on _____ Borrower is to pay to Lender a late charge of _____ % of any payment not received by Lender within _____ days after it is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time penalty except _____

2.2. the payment of all other sums, with interest thereon at _____ % per annum, disbursed by Lender in as with this Deed of Trust to protect the security of this Deed of Trust; and

2.3. the performance of the covenants and agreements of Borrower herein contained.

3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants the same, subject to general real estate taxes for the current year, assessments of record or in existence, and recorded due restrictions, reservations and covenants, if any, as of this date, and subject to _____

4. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other obligations contained in the Note.

5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lend payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

6. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations any prior deeds of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fees and in attributable to the Property which may have or attain a priority over this Deed of Trust, and household payments or gross any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation.

The Trustees shall have to deposit the trust money or any portion thereof in any nationalized Bank, such account can be operated jointly by the signatures of Chairman/Managing Trustee and any other trustees, who hold the office of Cashier/Treasurer of the said trust. A proper and regular account of all accounts, receipts and expenditure of the said trust shall be maintained regularly. AUDIT: On the 31st day of March of every year, General Account shall be taken of all the assets and liabilities of the trust and an income & expenditure account for the whole year and a balance sheet as on the 31st day of March shall be passed by the Trustees. The accounts of the trust shall be audited annually by a Chartered Accountant appointed by the Trustees for the purpose.

DISSOLUTION OF THE TRUST: That the above said Trust shall be dissolved at any time by 2/3rd majority of the present trustees but no profit shall be used by any trustee or settler of the said Trust. The Trust fund, properties either movable and immovable shall be spent only for the welfare of the poor and General public or to other Trust/society having the similar aims and objects. JURISDICTION OF THE COURT: Only the competent courts of Delhi shall entertain all the legal proceedings, cases and suits related to the said Trust.

1. To promote welfare, social-cultural, charitable, health education, humanitarian, and relief activities that will protect, safeguard, improve the quality and raise the standard of human life, particularly economically weaker sections of the society, irrespective of caste creed, race colour, sex or religion so that they may lead healthy, happy contented and dignified life. 2. To help and collaborate in establishing and running medical centres, old age homes, Ashrams, rehabilitation, institutions for the destitute, vocational training centres for the handicapped and self job-oriented activities for the unemployed. 3. To offer scholarships, stipends and financial support to deserving students in pursuing higher studies in medicine Art, science, Engineering and computer technology. 4. To undertake and support any program or projects that provide educational, recreational, social cultural and spiritual activities with the sole purpose of promoting peace, love, tolerance and national integration among the various communities of the country and Nationalities of the world. 1523303025.pdf 5. Sponsorship of economically weak persons for institutional care. 6.

Collaboration with other voluntary organizations to accomplish the above objects. 7. Affiliation with other national and international organizations engaged in welfare, health education, National integration, and peace-promotion activities. 8. Regular dialogue and rapport with central, State Government and N.G.O's to elicit support and cooperation in fulfilling the aims and objects of the organization (Charitable Trust) . 9. To acquire immovable and movable properties by purchase lease, mortgage, gifts, grants, legacy, bequest, exchange, right privilege from any person/s, company, society, Government cooperative bodies or institutions whatsoever and to hold movable and immovable properties lawfully held of all descriptions. 10. To erect/build residential complexes, hostels, hospitals and any other type of building or structures whatsoever, to further any objects of the Charitable Trust and to maintain, manage, control, improve, alter, repairs, demolish or reconstruct the same or any portion or portions thereof. 11. To receive by way of gift, whether in cash money or property movable or immovable, donations and contributions in any legal form, including legacy, behest, wills, trusteeship, etc, for the benefit of the Charitable Trust. 12. To alienate by way of sale, mortgage, lease, charge transfer all or any part of the property of the Charitable Trust. 13. To invest and reinvest any funds or money of the Charitable Trust in the interest of the beneficiaries of the Trust. 14. To execute such agreements, conveyances, transfers, leases licence, mortgages, documents, etc. as may be deemed necessary to carry out the objects of the Charitable Trust. 15. To borrow and or raise any funds with or without security in any manner the charitable trust may think to repay the same.

16.

TRUST DEED

THIS TRUST DEED is made on this 8th day of June, 2009 by

1. The Estate of KEN SARO-WIWA;

2. OWENS WIWA;

3. The Estate of JOHN KUPININ;

4. KARALUO KODIARA;

5. MICHAEL TEMA VIZOR;

6. The Estate of SATURDAY DOORIE;

7. The Estate of FELIX SUATE;

8. The Estate of DANIEL OKOROB;

9. David Kiboh on behalf of the children of BARINEM and PEACE KIBORI; and

10. The Estate of UEBARI N-NAH;

hereinafter called the Grantors, which expression shall, where the context so admits, include their heirs, executors, administrators and successors in-life.

WHEREAS:

a) The plaintiffs are entering into a settlement of their own individual claims and do not purport to negotiate on behalf of the Ogoni people;

b) The plaintiffs want the resolution of their individual claims to provide some benefit to the Ogoni people, plaintiffs have agreed to the creation of the Trust contemplated by this Settlement Agreement

THEREFORE:

a) The Grantors desire to set up an irrevocable Trust Fund in the sum of 5,000,000-USD for the benefit of the Ogoni people, hereinafter referred to as the Trust Fund.

b) The Grantors desire to irrevocably endow the said funds upon trust for public, educational, and cultural purposes, as hereinafter expressed and contained in this Trust Deed.

c) In pursuance of such desire, the Grantors have transferred, paid, and handed over the said Trust Fund to the Trustees listed below.

d) The Grantors desire that the fund may be further augmented from time to time by flow of funds and other assets including moveable and immovable assets and any other kind, including by way of gifts, donations, acquisitions, allocations, grant exchange, or otherwise.

e) The following persons are appointed to be Trustees for holding the said property in Trust for the purposes detailed in this Trust Deed:

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To negotiate with or enter into arrangements with different authorities, bodies, industrial houses for grants, allowances, rights, concessions, and privileges, etc. that may be beneficial to the charitable trust beneficiaries. 17. To use all the income from the properties movable or immovable or from the earning of the Charitable Trust as such whose soever derived from, solely for the advancement of the objects. And that no portion of it be distributed or disbursed among the Trustees by way of profits, bonuses or dividends. However, nothing herein contained shall prevent the payment in good faith in the shape of remuneration or reimbursement to any Trustee for any services rendered to the charitable trust or expenses incurred thereto. 18. To appoint or to remove staff of different grades, prescribe their duties, assignments, service conditions and to fix their wages, remunerations and perquisites, etc. 19. To perform all acts as are incidental and conducive to attainment of all or any of the objects of the Charitable Trust. 20. The income and earnings of the charitable trust shall be utilized to attain the aims and objects of the organization as desired by the Trustees of Charitable Trust. 21. To undertake ad promote human resources in the field of social work and in other science relating to social action for world peace. 22. To undertake and maintain and assist any relief measures in those parts which become subjected to natural calamities such as flood, fire, drought famine, cyclone, earth-quake epidemics, storm, accidents, pestilence, etc. 23. To give, provide and/or render, help and assistance to a and/or implement any scheme for providing livelihood and upliftment of the poor. The powers, functions, rights and duties of the above said trustees shall be as under:- 1.

Without effecting the generality of powers and duties and functions of the trustees to manage and administer the trust ,The Board of Trustees shall have the following functions:- i) To borrow if needed be against the security or the assets of the trust by way or bank overdrafts loan or otherwise, as may be necessary, for the benefits of the trusts provided, however, the trustees unanimously agreed on such borrowing and limits to the terms of this decision or agreement and or authorize two or more of the trustees to execute such documents, deed, papers, . etc. and as may be necessary for connection the Trust. ii) To arrange for and/or authorize the signing or execution of any agreement, contract, installment, document or any other paper in writing require to be signed or executed on behalf of the trustees by any two of the trustees to be nominated in this behalf by the Board of Trustees & with the consent of the settler and to make the same effective and binding as if the agreement of contracts instrument or documents or papers or writing were signed by all the trustees. iii) To appoint or make provision for the appointment of a sub Committee of Trustees and/or others to attend or to supervise or conduct specified jobs or functions of the trust matters in such manners and subject to such Rules and Regulations as The Trustees may prescribed. iv) To authorize any one or more Trustees to hold any property or any fund or any investment of the Trust subject, however, to the terms of this decision or agreement and or authorize two or more of the trustees to execute such documents, deed, papers, . etc. and as may be necessary for connection the Trust. v) To spend any portion of the corpus fund or the income of the trust for purchasing any land or construction any or building for the Trust. 2. Trustees shall have full powers to determine the programs of the Trust by organizing, suggesting, or by adopting or rejecting the proposals from the public and may delegate any of the powers of professionals or administrative staff whose reports of and activities shall be arranged to be received periodically to control and to give guidance in this regard thereto. 3. The Trustees shall have powers from time to time to make and alter or amend the Rules and Regulations if needed, with the consent of the settler, so made this regard of which any power or duty is vested in them, as they may think fit and proper. 4.

The Trustee may appoint advocates, secretaries, Engineers, Surveyors, or other employees for the purpose of management and supervision of the Trust estate, funds for collection of rents, effects and profits, for keeping the account and records and for other purposes of the Trustee. 5. The Trustees shall have full power to compromise or compound all actions, suits, and other proceedings and settle difference and disputes touching the trust estate(s)and /or the trust properties and to refer any such differences, disputes to arbitration and to adjust and settle all accounts relating to the trust estate and/or the trust properties and to do all other acts and things fully and effectually without being liable or answerable for any bonafide losses occasioned thereby. 6. The veto of the majority of the members shall prevail and in the event of tie, the chairman of the meeting shall have the power of casting of his/her vote. 7.

Any Resolution passed by the 2/3rd majority of the present trustees, with the consent of the settler for the benefits and the same shall be prevail and applicable to the members. 8. A person shall cease to be trustee, in case, if he/she dies or if becomes bankrupts or becomes in same or otherwise incapable to act or if any trustee or trustees resigns from his/her/their, or removed by the Board of Trustees with the consents of the said settler, by 2/3rd majority, shall be removed from his/her office. 9. If anyone or more of the objects specified herein these presents are held not to be objects of a public charitable nature the trustees shall not carry out such objects or object as if the same are not incorporated in these present but the validity of the trust created by these presents as a trust shall not be affected in any manner. NO PERSON BEING:i) An un-discharged ,insolvent orii) Convicted of an offence involving moral turpitude, oriii) Of unsound mind, oriv) A minor. SHALL BE ELIGIBLE TO BE A TRUSTEE:That any intellectual person or persons or professional individual may be appointed and elected as a trustee of the said Executive Board of Trustees by way of special consideration either by money, work or eligibility by 2/3rd majority of the present trustee of the said Board. IN WITNESSES WHEREOF the above said Settler/Trustees have signed this Deed of Trust in the presence of the following witnesses: WITNESS:1.2. SETTLER Charitable Trust Deed PDF FormatCharitable Trust Deed Docs Format If you have any query or concerns about charitable trust deed format then leave a comment below. This charitable trust deed format can be used for religious deed format, temple trust deed format or private trust deed format.