**KLM FAMILY PRIVATE TRUST**

(Trust settled by **Mr. PTI** on **\_\_\_\_\_\_ October 12\_\_\_\_\_\_\_\_\_, 2022**)

|  |  |
| --- | --- |
| INDEX | |
| Clause No. | Particulars |
| 1. | LEGAL INTERPRETATION OF SETTLEMENT AND DEFINITIONS |
| 2. | THE TRUST |
| A | Trustee to the Trust |
| B. | Office of the Trust |
| C. | Settlement and Subsequent Transfer |
| D. | Term of the Trust |
| E. | Reservation of Rights of the Settlor |
| F. | Amendment of the Trust Deed |
| 3. | TRUSTEE OF THE TRUST |
|  | Name of the Trustee |
|  | Powers and Functions of the Trustee |
|  | Covenant for Corporate Trustee |
|  | Change of Trustee |
|  | Trusteeship Fees |
|  | Liability of Trustee |
| G. | Decision Making by the Trustee |
| 4. | BENEFICIARIES OF THE TRUST |
| A. | Names of the Beneficiaries |
| B. | Distributions to the Beneficiaries |
| C. | Rights of the Beneficiaries |
| 5. | ADMINISTRATION OF THE TRUST |
| A. | Payment of Expenses and Taxes |
| B. | Trust Records and Accounts |
| C. | Written Instruments and Communications |
| 6. | REPRESENTATIONS AND COVENANTS BY THE SETTLOR |
| 7. | ARBITRATION AND DISPUTE RESOLUTION |
| SCHEDULES | |
| SCHEDULE I | **OBJECTS OF THE TRUST** |
| SCHEDULE II | **LIST OF BENEFICIARIES, BENEFICIAL INTEREST AND DISTRIBUTION** |

**KLM FAMILY PRIVATE TRUST**

**THIS INDENTURE OF TRUST (the “Deed”)** is made on this **\_\_** **15th \_\_\_\_** day of **December, 2022** at **Chennai**.

**BETWEEN**

**Mr. PTI,** having his date of birth on , having PAN, having Passport No., son of Mr. MK and having his address at (hereinafter referred to as the “**Settlor**”).

**AND**

**Mr. KB,** having his date of birth on, having PAN, having Passport No., , son of **Mr.** PTI having his address at

And

**Mr. AK**, having his date of birth on, having PAN, having Passport No., having OCI No, son of Mr. MKK, having his address at (hereinafter referred to as “**the Trustees**”**)**

The Settlor and Trustee(s) shall hereinafter be jointly referred to as the “**Parties**” and severally as the “**Party**”.

# LEGAL INTERPRETATION OF SETTLEMENT & DEFINITIONS

In this Deed unless the context otherwise requires:

1. **Additional Trustee:** Any other Trustee added in terms of the provisions of the Trust Deed.
2. **Applicable Law** shall mean and include all applicable statutes, enactments, acts of State Legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, statutory authority, tribunal, board, recognized stock exchanges or any court of India.
3. **Beneficiaries** to the Trust are set out in ***Schedule (II), Part (I), Table A*** (hereinafter referred to as “Beneficiaries”). The term Beneficiaries shall also include:
   1. Such individuals or family private trusts as communicated in writing to the Trustee by the Settlor, and during the period of Incapacitation/ Absence of Settlor or upon conversion of the Trust to irrevocable Trust, by the Trustee(s) in adherence to the Letter of Wishes of the Settlor or owing to an exercise of General Power of Appointment by the holder of General Power of Appointment granted under the provisions of this Deed.
   2. Such individuals or family private trust as are named in Schedule II Part I of this Trust Deed as alternate Beneficiaries under relevant circumstances.

Provided however that, only a relative of the Settlor who belongs to **Mr. KB's Branch** may be added as a Beneficiary to the Trust by the Settlor**.** However, no Excluded Person as defined herein below can be added as a Beneficiary to this Trust.

In case of there being a trust which is a Beneficiary to this Trust, then such trust shall be represented by its Trustee which/who shall in turn represent the opinion/Recommendation/interests of Beneficiaries of said trust.

1. **Child:** The term Child shall mean biological child born in a legal wedlock, or a child/children adopted as per Applicable Laws dealing with adoption (as amended from time to time) and / or child born through Surrogacy under Laws of Surrogacy applicable to the individual under consideration (as amended from time to time).
2. **Clause ineffective or void:** If any Clause or any part of this Deed is or are declared to be ineffective, inoperative or void, the same shall not affect the validity of this Indenture of Trust or the other part of such Clause or Clauses as the case may be.
3. **Constituent of the Trust:** shall mean any party to the Trust Deed, but not be limited to the Settlor, Trustee, investment advisor or any other advisors/agents and Beneficiaries, existing or future.
4. **Corporate/Corporation:** These words used in this Trust Deed refer to a Company incorporated in India as per The Companies Act, 1956 and/or The Companies Act 2013 and rules made thereunder.
5. **Corporate Trustee** means a corporation, a bank, a trust company, or any other entity that is authorized to serve as a Trustee being part of the promoter group.
6. **Encumbrance:** shall mean: (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of collateral or otherwise, deed of trust, title retention, claims, conditions, security interest or other encumbrance of any and all kinds whatsoever securing, or conferring any right to or priority of payment in respect of, any obligation of any person, including without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Law; (ii) any proxy, power of attorney, voting trust agreement, interest or option in favour of any person; (iii) any adverse claim as to title, possession or use; and (iv) any restrictions on transfer.
7. **Excluded Person(s)** shall mean such individual or entity controlled by such person who may be excluded from receiving any or such quantum of benefits from the Trust or be involved in any decision making or administrative functions pertaining to the Trust. The following individuals shall be considered as Excluded Persons for the purposes of this Trust:
   1. A person designated as an Excluded Person by the Trustees through the letter in writing.
   2. Spouse(s) of the Lineal Descendants of **Mr. KB**;
   3. Illegitimate children of any of the Beneficiaries;
   4. Any person declared insolvent by a court of law or against whom insolvency proceedings are pending in any court of law of competent jurisdiction;
   5. Any person who has been found guilty and convicted of a serious criminal offence whether in India or abroad, which if committed in India would be punishable with death sentence or imprisonment of not less than seven years either;
   6. Any person who has (i) in the reasonable considered opinion of the Settlor/Trustee, been addicted to the consumption of narcotic and hallucinogenic substances, or towards the excessive consumption of alcoholic and / or intoxicating substances, for a continuous period of 3 (Three) years, and in the reasonably considered opinion of the Settlor/Trustee supported by a written certificate signed by 1 (One) specialist medical practitioner (qualified under and applying the law either of the individual’s domicile or of his habitual residence) confirming such addiction /excess of consumption and recommending the rehabilitation of such person and also that such person be sent to a rehabilitation center / clinic / institution; and (ii) in the reasonable considered opinion of the Settlor/Trustee, adversely affected the other Beneficiaries (whether physically, emotionally, or economically) and has led to the disrepute or discord amongst the family members;
   7. Any Beneficiary who has been found guilty of committing any offence involving moral turpitude or in the reasonable considered opinion of the Settlor/Trustee has indulged in any activity involving gross professional or serious ethical misconduct or has committed material financial dishonesty; and where such actions in the reasonable considered opinion of the Settlor/Trustee have brought the family into serious disrepute.

An individual designated as Excluded Person shall become disqualified from receiving any distribution of Trust Property and participating in any consultation or decision-making process, whether directly or indirectly through a family private trust, from the time he/she has been so designated till he/she continues to fall within the category of excluded person.

Notwithstanding anything stated in this definition an individual excluded under 1. (10) (f) above shall be entitled to reimbursement of expenses towards rehabilitation measures, further such individual shall be reinstated as a Beneficiary upon rehabilitation, which will have to be established by certification of specialist medical practitioner (qualified under and applying the law either of the individual’s domicile or of his habitual residence).

Further notwithstanding anything stated in this definition the opinion of the parents of the Beneficiary being excluded for reasons mentioned in Clauses 1. (10) (f) and 1. (10) (g) shall be considered by the Trustee before excluding such Beneficiary.

1. **Family Trustee:** Family Trustee means the person appointed as such under this Deed by the Settlor or appointed as such in the manner provided by the Settlor in his Letter of Wishes. Only an individual from Mr. KB’s Branch can be appointed as a Family Trustee.
2. **General Power of Appointment(GPOA):** The term General Power of Appointment shall mean and include the power granted by the Settlor under the provisions of the Trust Deed to individuals, empowering them notwithstanding the other provisions of this Trust Deed to appoint the whole or part of the Trust Property to any individual including but not limited to themselves, their creditors, their estate or the creditors of their estate.
3. **Guardian:** The term “Guardian” in respect of a Minor Beneficiary shall mean and include any person who is an adult responsible for the wellbeing of the said Minor Beneficiary and for safeguarding the interest of the Minor Beneficiary in case of any movable or immovable assets vesting through the Trust.

The first Guardian for the Minor Beneficiary during their minority shall mean Mr. KB and Mrs. LB during their lifetime.

After the demise or during the period of incapacitation of the first Guardians, following individuals shall be considered for the role of guardians:

* For Mast. SB: Mr. RB shall be considered as the Guardian.
* For Mr. ZB: Firstly, Mr. RB, during the period of his Incapacitation/demise, then Mr. SB shall be considered as the Guardian.
* For children of Mr. RB: Firstly, person nominated by Mr. RB, in absence of such nomination then Mr. SB, during the period of his Incapacitation/demise, then Mr. ZB shall be considered as the Guardian.
* For children of Mast. SB: Firstly, any individual nominated by Mr. SB, in absence of such nomination then Mr. RB, during the period of his Incapacitation/demise, then Mr. ZB shall be considered as the Guardian.
* For children of Mr. ZB: Firstly, any individual nominated by Mr. ZB, in absence of such nomination then Mr. RB, during the period of his Incapacitation/demise, then Mr. SB shall be considered as the Guardian.

In the event none of the abovementioned individuals are available for a period of 30 days, the Trustee may approach appropriate Court having jurisdiction for appointment of a Guardian for such minor Beneficiary.

The Guardian will exercise the rights as mentioned in the Trust Deed & ensure that the interest of Minor Beneficiary is protected during minority as well as undertake all actions, duties as may be required under the Trust Deed for and on behalf of the Minor Beneficiary. However, no Guardian other than the first Guardian shall be entitled to disclaim beneficial interest on behalf of the Minor Beneficiaries.

1. **Incapacitated** shall mean and include any person suffering from Incapacity.
2. **Incapacity** shall mean a condition caused by physical or mental deterioration resulting in such individual being unable to manage his/her own affairs; or understand the nature or consequences of his/her actions; as conclusively determined by certification delivered to the Trustee unanimously by two medical practitioners qualified to assess such matters provided such certification is presented to the Trustee of the Trust.

Incapacity shall also include inactivity or absence for any reason. An individual shall be deemed to be inactive or absent from office if he/she does not revert or respond to email or written communication from the Trustee within a period of 120 days. The Trustee shall send bi-weekly reminders during that period of 120 days.

An individual shall be assumed to be suffering from Incapacity if he/she is inactive or absent for a period of 120 days. However, if the family presents to the Trustee, the certificate proving Incapacity, before the said period of 120 days, then the Incapacity shall be assumed from the day of presentation of the certificate.

In the event any Beneficiary is Incapacitated, the interest of such Beneficiary shall be represented by such person as appointed by the Trustee in writing.

An individual shall be deemed to have recovered from Incapacitation, provided two medical practitioners certify to the satisfaction of the Trustee that the condition causing Incapacity has ceased to exist.

1. **Initial Settlement** shall mean and include but not limited to cash, financial assets, real estate and shareholding in entities, life insurance policies transferred by the Settlor in the Trust at the time of setting up the Trust.
2. **Initial Trustee** shall mean the trustee appointed by the Settlor at the time of settling the Trust.
3. **Mr. KB’s Branch** shall mean the part of the Settlor’s family which shall include and be limited to Mr. KB, his spouse, and his Lineal Descendants.
4. **Letter of Wishes:** A letter issued by the Settlor to the Trustee at the time of settlement of the Trust/Trust Property or at any time during the Term of the Trust, read along with all further written instructions /communications/clarifications in respect of any such letter, in writing, clarifying the intentions of the Settlor behind the settlement of the Trust/Trust Property, laying down broad policy and parameters for operation of the Trust and utilization of the Trust Property, so as to provide a direction to the Trustee. Any Letter of Wishes of the Settlor, or a written instruction thereto or clarification thereof, shall be valid only if such Letter of Wishes or corresponding instruction/clarification has been acknowledged by the Trustee.
5. **Lineal Descendants:** The term Lineal Descendants with respect to a person shall mean such person’s Child/Grandchild/Great Grandchild until the rule against perpetuity permits.
6. **Managing Trustee:** Managing Trustee means the person appointed as such under this Deed by the Settlor or appointed as such in the manner provided by the Settlor in his Letter of Wishes.
7. **Minor Beneficiary:** A Child shall be considered to be a Minor Beneficiary till he/she attains the age of Majority.
8. **Majority:** The age of attainment of Majority will be 18 years or such other age as may be specified by relevant regulations.
9. **Nature of the Trust:** This Trust is **REVOCABLE** by the Settlor and is a **DISCRETIONARY** and **INDETERMINATE** Trust in nature.
10. **Overriding exceptions**: Notwithstanding anything contained herein, no power or provision conferred upon the Trustee shall be exercised in such way so as to infringe any rule against perpetuity which may become applicable hereto.
11. **Outgoing Trustee(s):** shall mean any such Trustee appointed by the Settlor at the time of settling the Trust who resigns by giving notice as per the terms in the Deed or any other Successor Trustee appointed as per the terms of this Deed and resigns by giving the requisite notice.
12. **Property:** Property includes both movable and immovable assets and all other rights, title and interests as may be includable within the ambit of the term property under the Transfer of Property Act 1882.
13. **Reasonable Acts:** All acts done by the Trustee in accordance with the provisions of this Trust Deed and the provisions of the Applicable Law will be considered as Reasonable Acts.
14. **Recommendations by the Beneficiaries:** The expression Recommendation by the Beneficiaries wherever mentioned in this Deed shall mean representation made by all the Beneficiaries to the administrative entities under the Trust Deed like the Trustees. In this regard it is clarified that any Recommendations made by the Beneficiaries to the Trustee under this Deed shall be mandatorily required to be unanimous and made by all the Beneficiaries**,** otherwise the same shall be construed as individual representation and not the Recommendation by Beneficiaries of this Trust. In case of disagreement between the Beneficiaries then the instructions of the Settlor and during the period of Incapacitation of the Settlor or upon conversion of the Trust to irrevocable Trust, then the Beneficiaries may approach the Trustee with their Recommendation and in such a situation the decision of the Trustee shall be binding on the Beneficiaries.

Any recommendation made by a Minor Beneficiary shall be represented by the Guardian of the Minor Beneficiary appointed under this Deed. Notwithstanding anything stated herein any such Recommendation given by any Beneficiary will not be binding on the Trustee.

1. **Schedules:** The Schedules hereto shall form an integral part of this Deed.
2. **Successor Trustee** shall mean any subsequent trustee appointed under this Deed.
3. **Target Entity** shall mean **ZAB** and such other entities forming part of Trust Property wherein the Trust by virtue of its holding has the right to nominate directors on the board of such entity and in which the Trust owns any kind of interest/shares/securities in the nature of ownership in business directly or indirectly. Target Entity shall also include any company which forms a part of **ZAB** and/ or an entity that is promoted by **ZAB** and / or by this Trust.

1. **Trust** means Trust declared and made pursuant to this Trust Deed namely **KLM FAMILY PRIVATE TRUST**.
2. **Trust Act** means the Indian Trusts Act, 1882 and includes any amendments thereof or any similar enactments for the time being in force in India.
3. **Trust Corpus** shall mean the Initial Settlement, further settlements, subsequent transfers, acquisitions, assignments of any Property, whether movable or immovable, which have been settled into the Trust in the manner provided in ***Clause 2 C.***
4. **Trustee**: The term Trustee shall mean and include Initial Trustee, Family Trustee, Managing Trustee, Successor Trustee, Additional Trustee unless specifically mentioned otherwise in this Deed.
5. **Trust Deed or Deed of Trust** shall mean this Deed creating and settling the Trust, and which may also be referred to herein alternatively as “this Deed” or “this Trust Deed” or “this Deed of Declaration of Trust” or “this Indenture” or “this Instrument”, further the expression shall also include any amendment and/or restatement of this Deed in as much as such amendment and/or restatement of this Deed has been executed in terms of the provisions of this Deed.
6. **Trust Income** shall mean and include the income/gain generated from the investment of Trust Corpus and shall be kept segregated from the Trust Corpus.
7. **Trust Property** shall mean the Trust Corpus and the Trust Income.
8. **U.S. Beneficiary** shall mean a Beneficiary who is a U.S. Person.
9. **U.S. Person** shall mean any person who could be described as a **“United States Person”** as per Section 7701(a) (30) of the U.S. Code.
10. **U.S. Code** shall mean the Internal Revenue Code of 1986, as amended or any corresponding provision hereafter in effect.
11. **Unfit** shall mean and include the state wherein the individual:
    1. may be directed by self-interest as opposed to the interest of Beneficiaries, and/or
    2. has been adjudged under Applicable Law as being guilty of any act which may either involve moral turpitude, or a criminal offence, and/or
    3. suffers any legal disability, insolvency, bankruptcy or a potential conflict of interest scenario, and/or
    4. suffers from any addiction, financial or social conditions that may create a likelihood of bias.
12. This Deed shall be interpreted under the laws of the Republic of India and the Applicable Laws there under.
13. Singular references to “Trustee”, “Beneficiary” and other singular expressions in this Deed include plural; masculine expres­sions include feminine and neuter, and vice versa.
14. In any judicial proceeding involving the construction or opera­tion of this Deed, the then living Beneficiaries shall represent all unknown and undetermined Beneficiaries. Any order rendered in such proceeding shall be binding on all unknown and undetermined Beneficiaries.
15. For administrative, regulatory, legal and operational activities of the Trust anyone may rely upon a copy of this Deed, certi­fied by a notary public or Trustee, to be a true copy of this Deed as if it were the original.
16. For the purpose of interpretation and implementation of this Deed, subject to the expressed provisions of the Trust Deed and Letter of Wishes, it is clearly specified that The Trustee shall act:
    1. as per directions of the Settlor till such time the Trust is revocable and the Settlor is not Incapacitated or Absent; and
    2. based on Recommendation of Beneficiaries in the manner permitted and / or provided in this Deed or in the Letter of Wishes by the Settlor.

Provided however that, the Trustee can act without any direction, consultation or recommendation, if such action is required to be undertaken for compliance with any statutory, regulatory, contractual or legal purpose or for the maintenance of Trust Property.

1. Further to ***Clause 48,*** it is clarified that in case it appears to the Trustee that:
   1. the representations made by the Settlor in respect of the Trust Property are false; or
   2. the Settlor and/or Beneficiaries have a mala-fide intention to utilize the machinery of the Trust to circumvent or defeat a prohibition or sanction under Applicable Law, which would otherwise entail criminal, legal or contractual liability;

the Trustee, at its sole discretion, shall have the right to refuse a settlement or terminate the Trust and either revert the Trust Property back to the Settlor or distribute the Trust Property to the Beneficiaries.

1. All the documents related to the Trust including but not limited to The Trust Deed, Letters of Wishes, Title Documents for the Trust Property, Accounting Records shall be held in safe custody of the Trustee either directly or indirectly through a service provider specializing in document custody services as appointed by the Trustee. The Trustee is empowered to disclose the Trust Deed and the affairs of the Trust provided that such disclosure is necessary for administrative, regulatory, legal and operational activities of the Trust.
2. The Trustee is empowered to appoint any service provider under its/his/her fiduciary responsibilities and reasonable cost thereof may be recovered from the Trust Property provided such appointment is made with the approval of the Settlor and in case of Incapacitation/ Absence of Settlor or upon conversion of the Trust to irrevocable Trust that of the Managing Trustee.
3. This Deed or any further Deed of Amendment to this Deed may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original but all of which together shall constitute one and the same instrument and any Party may execute this Deed by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format” (“.pdf”) shall be as effective as signing and delivering the counterpart in person. However, the original document shall be required to be signed and delivered to the Trustee by the respective Parties for the acceptance of execution of such document as a part of the Deed within reasonable time from the date of execution.
4. In the event further documents/agreements/supplemental trust deeds are to be executed or amendments have to be made to the Deed solely for the purpose of making it compliant to prevailing/future laws, rules, regulations or existing contractual documents or give effect to the provisions of this Deed or for the proper execution of this Deed, the Trustee for this purpose shall give his/her/its consent in writing to co-operate and execute all such documents/agreements/supplemental Trust Deeds or amendments to the Deed as are required, to the satisfaction of the Trustee, and in any event, not later than 60 days or such additional period as may be required or mutually agreed upon from the date of receipt of such request from the Trustee.
5. For the purpose of interpretation and implementation of this Deed reference to any law may be construed as reference to such law and its subsequent amendments and/or substitutions read together with all the regulations, notifications, circulars issued under such law.
6. For the purpose of interpretation and implementation of this Deed, it is clearly specified that any discretion of the Trustee or consultation/recommendation of any Constituents of the Trust other than the Settlor cannot be construed as overriding the expressed provisions of this Deed or the intentions of the Settlor captured in writing and acknowledged by the Trustee. In the event of any conflict with expressed provisions of this Deed or the intentions of the Settlor, the same shall prevail over any discretion of the Trustees or Consultations/Recommendations of any Constituents of the Trust.
7. All activities shall be undertaken in strict adherence to the extant provisions of Foreign Exchange Management Act, 1999 (FEMA) in order to ensure that Trust/Trustee/Beneficiary shall not derive any interest/benefit more than the entitlement under the extant provisions of FEMA.
8. All communications and instructions by the Settlor to the Trustee shall be in writing as provided in ***Clause 5 C*** herein below.

# THE TRUST

By this Deed, the Settlor creates an **REVOCABLE DISCRETIONARY INDETERMINATE TRUST.** The Settlor has named the Trust as **KLM FAMILY PRIVATE TRUST** (hereinafter referred to as the **"Trust"**). The Trustee shall hold, administer, distribute and do all acts and deeds as is required under this Deed and under the fiduciary responsibilities of the Trustee, in relation to all property transferred to, acquired by, devolved upon, vested upon the Trust pursuant to the provisions of this Deed.

The objects of the Trust primarily would be utilization of the Trust Property for the benefit and maintenance of the Beneficiaries to the Trust, ensuring effective inter-generational transfer of wealth and such other objects as are specifically detailed in **Schedule I** herein.

# TRUSTEE TO THE TRUST

The Settlor hereby appoints Mr. KB as the Family Trustee and Mr. AK as the Managing Trustee to the Trust and Mr. KB and Mr. AKhave consented to the same.

# OFFICE OF THE TRUST

The office of the Trust will be at andthe administrative office through its Administrator **360 ONE Investment Adviser and Trustee Services Limited**, (**360 ONE IATSL/ Administrator, its successors and assigns**), shall be at 360 ONE Centre, Kamala Mills, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013, Maharashtra.

# SETTLEMENT AND SUBSEQUENT TRANSFER

1. Following execution of this Deed, the Settlor hereby settles the Trust with an amount of Rs. 1,00,000/- (Rupees One Lakh Only) as Initial Settlement.
2. At present there is no movable or immovable property in the Trust apart from this initial settlement of 1,00,000/- (Rupees One Lakh Only).
3. The subsequent transfers/settlements to the trust may also include transfer any kind of interest/ shares/securities in the nature of ownership in business directly or indirectly of Target Entity or any other assets/securities as may be required to be held for or on behalf of the Beneficiaries by the Trustee to this Trust.
4. Transfers to the Trust may be made by way of written assignments, bills of sale, deeds or simi­lar documents evidencing the transfer of ownership to the Trust.
5. The Settlor, and other close relative (as defined under section 56(2)(x) of the Income-tax Act, 1961), may transfer or contribute by way of further settlement, or transfer in accordance with any gift, family settlement, testamentary dispositions any additional Property, whether movable or immovable.
6. In respect of the Initial Settlement and any subsequent transfers a written acknowledgement of the Trustee accepting any such properties shall be sufficient proof of such properties being a part of the Trust Property.
7. The Trust shall be the legal owner of the Trust Property held by the Trustee for and on behalf of the Beneficiaries.

# TERM OF THE TRUST

This Trust is an **REVOCABLE DISCRETIONARY INDETERMINATE TRUST.** The Trustee may revoke the Trust either completely or partially on receiving written instructions duly signed by the Settlor at any time as may be decided by the Settlor. In the event of Settlor’s Incapacitation, the Trustees on behalf of the Settlor may exercise the right of revocation and revert the Trust Property to the Settlor. The Settlor reserves the right to convert the Trust into an Irrevocable Trust at any time by executing a notarized document.

In case of Settlor giving up the right to revoke the Trust in order to make it Irrevocable or the Trust automatically converting into an Irrevocable Discretionary Indeterminate Trust owing to demise of the Settlor, it could be terminated only upon occurrence of any one of the following events, whichever occurs earlier in time and in no event in violation of the rule against perpetuity under Applicable Law for the time being in force:

1. **Demise or non-existence of all the Beneficiaries of the Trust**: Upon demise or non-existence of all the Beneficiaries mentioned in Schedule II Part (I), the Trustee shall initiate the process to terminate the Trust; or
2. **The Trust Property ceases to exist**: In an event the Trust Property ceases to exist, the Trustee shall initiate the process to terminate this Trust; or
3. **Trust Non-Conducive:** In the event of there being any changes in statutory/judicial/political/tax laws which make the existence of the Trust non-conducive/unattractive for the benefit of Beneficiaries, then the Trustee shall initiate the process to terminate this Trust; or
4. **Termination by the Trustee:** After the Trust is converted into an irrevocable Trust, only the Trustees appointed as such by the Settlor at the time of settlement of this Trust may terminate the trust subject to the termination being in accordance with the intentions of the Settlor and the act being unanimous in case of the trustee being a board of Trustees. This power shall not be exercised by any other Trustee; or

It is hereby clarified that any process of termination shall be initiated by the Trustee within 60 days of the events contemplated hereinabove whereupon the Trustee shall transfer the Trust Property as per Schedule II, net of expenses, incurred by the Trustee on behalf of the Trust, including trusteeship remuneration, taxes, levies, insurance premium, liabilities (existing and contingent), etc. chargeable to the Trust.

**Tax and dues:** Any stamp duty or other government levy (i.e. income/capital gains tax) prevalent at such time that may become payable on distribution of the Trust Property to the Beneficiaries at the time of termination of Trust, shall be reimbursed to the Trustee by the Beneficiaries and the distribution to the Beneficiaries would be net of such payments and any existing or contingent liability.

# RESERVATION OF RIGHTS OF THE SETTLOR

1. The Settlor shall have full power and control on the Trust Property and shall exercise full authority over the administration of the Trust affairs at his sole discretion till the time the Trust remains a revocable trust.
2. The Settlor at his/her discretion may delegate any or all of the rights and powers including but not limited to the right of appointment, advice, administration and distribution, reserved under this Deed, to any of the Beneficiaries, till such time the Trust is revocable. Such delegation of rights and powers shall be exercised by an instrument in writing duly executed by the Settlor and delivered to the Trustee and unless withdrawn by the Settlor shall constitute an assignment of such power to the concerned beneficiary upon demise of the Settlor.
3. The Settlor shall have a right to appoint an individual or an entity as the Trustee to the Trust.
4. As stated in ***Clause 2 F (a)***, the Settlor may, at any time, at the Settlor’s sole discretion amend this Deed by a duly notarized deed of amendment jointly signed by Settlor, the Trustee and by two witnesses.
5. The Settlor may direct in writing the retention, sale, assignment, distribution or disposition of any property or any interest in any property forming part of the Trust Property and may direct the purchase or acquisition of any property or interest by the Trust. The Trustee shall not be responsible or liable for any action taken with respect to any such directions or for any loss resulting from the acquisition, retention, disposition, exchange, lease or other alteration of any investment or from any lack of diversification of the investments of the Trust by reason of acting on any such directions.
6. The Settlor may from time to time determine the distribution of the Trust Property in such proportion to the Beneficiaries as the Settlor thinks fit.
7. The Settlor may by a written instrument instruct the Trustee to use a portion of the Trust Property for philanthropic activities. However, nothing contained herein shall be construed as making the Trust a charitable Trust.
8. If at any time during the lifetime of the Settlor, the Settlor delivers to the Trustee a signed and written notice stating that the Settlor is relinquishing any one or all of Settlor’s powers reserved by this Deed, then Settlor shall cease to have those powers from the time provided for cessation or delivery of the notice thereby converting the Trust to irrevocable Trust.
9. The Settlor reserves the right to add/remove Beneficiaries. Such addition/removal shall be recorded in an instrument in writing and provided to the Trustee.
10. Notwithstanding anything stated in this clause or elsewhere in this Deed, the Settlor may not exercise any of the rights reserved for the Settlor under this Trust Deed during any period of time for which the Settlor has become Incapacitated. During the period of Incapacitation, the rights reserved herein for the Settlor shall be exercised by the Trustee, however any such exercise must always be within the framework provided by the Settlor in his Letter of Wishes as acknowledged by the Trustee.

# AMENDMENT OF THE TRUST DEED

1. This Deed can be amended by the Settlor vide a notarized Deed of Amendment executed between the Settlor and the Trustee till such time the Settlor is not Incapacitated/Absent or Trust is revocable.
2. During the period of Incapacitation/ Absence of the Settlor or upon conversion of the Trust to irrevocable Trust, the Trustees at their discretion or on the recommendation of Beneficiaries can initiate the amendment of the Trust Deed, provided however that the amendment initiated on Recommendation of Beneficiaries shall be limited to the extent of administrative provisions. Any amendment mentioned hereinabove could be effected vide a duly notarised Deed of Amendment executed by and amongst the Trustees.
3. All amendments to the Trust Deed maybe made without any Court approval provided such modification does not affect the substantive rights or beneficial interests of the Beneficiaries. The Trustee at its discretion may give effect to the amendments based on the Letter of Wishes of the Settlor and objects of the Trust. Further such modification should not defeat the object and purpose of the Trust or be in contravention with the Letter of Wishes.
4. Notwithstanding anything stated in the Trust Deed, it is hereby clarified that upon conversion of the Trust to irrevocable Trust, no amendment shall be made, if such amendment is impractical, illegal or manifestly injurious to the Beneficiaries or prejudicial to the objects of the Trust or it results in any of the following:
5. Trust becoming revocable, or,
6. The Settlor becoming a Beneficiary of the Trust or benefiting directly or indirectly from the Trust Property,
7. The Settlor acquiring the right or power under the amended Deed to directly or indirectly regain, restore or reclaim the Settlor’s title to, or ability to dispose in whole or in part the Trust Property.

# TRUSTEE OF THE TRUST

The Trustee hereby declares that it shall hold the Trust Property UPON TRUST for the Beneficiaries of the Trust.

* 1. **NAME OF THE TRUSTEE**
     1. The Initial Trustees of the Trust shall be **Mr. KB** and **Mr. AK.**
     2. During the period of Incapacitation/ Absence upon resignation or demise of Mr. KB, the following persons shall be appointed as the successor Family Trustee in the order stated hereinbelow:
        + 1. Mrs. LB, wife of Mr. KB;
          2. Post the demise or incapacitation of Mrs. LB, **Mr. RB,** s/o. Mr. KB upon attaining the age of 25 years;
          3. Post the demise or incapacitation of Mr. RB**, Mr. SB** s/o. Mr. KB upon attaining the age of 25 years;
          4. Post the demise or incapacitation of Mr. RB**,** Post the demise or incapacitation of Mrs. LB, **Mr. ZB,** s/o. Mr. KB upon attaining the age of 25 years.
     3. The Family Trustee cannot be removed from office during his / her respective lifetime unless he/ she resigns or is incapacitated.
  2. **POWERS AND FUNCTIONS OF TRUSTEE**

# 

# a) The Trustees acting either by themselves or through the Administrator, shall have the following administrative powers:

1. The Trustee may appoint or engage the services of an Administrator for the Trust to facilitate ease of administration of the Trust.
2. The power of making amendments to the Trust Deed vide a notarized Deed of Amendment as stated in ***Clause 2 F.***
3. Subject to Schedule II Part II, Trustee shall have the power of taking decisions relating to the distribution and also to make distributions.
4. The Trustee shall be responsible for the management of the Trust Property or any other matter related to Trust.
5. The Trustee shall have sole custody of all original documents of title to all of the Trust Property. Further the Trustee may hold the title documents in its own custody or outsource the custodial function to a specialized service provider.
6. The Trustee shall discharge statutory liabilities and ensure statutory compliances as applicable to the Trust under the Applicable Laws.
7. If any Beneficiary is Incapacitated or has a medical exigency, the Trustee may apply the Trust Property disproportionately and without any limit for the best support, care available anywhere in the world for the benefit of the Incapacitated Beneficiary.
8. The Trustee shall maintain the records and the books of accounts in accordance with the provisions of this Deed and Applicable Laws.
9. The Trustee shall provide quarterly statements of the accounts of the Trust to the Beneficiaries (whenever appointed).
10. The Trustee shall ensure segregated distribution of the Trust Property viz., Trust Corpus and Trust Income as per the guidelines of the Trust Deed and shall maintain statements showing clear segregation.

1. It shall always be the duty of the Trustee to get information (from parents of Minor Beneficiary failing which from the second/ alternate Guardian appointed or such other Guardian as nominated by the Settlor) as to who is the Guardian of a Minor Beneficiary at a given point of time.

The Trustees, shall have the following powers in terms of the management of Trust Property either by themselves or through the Administrator:

* 1. To appoint / replace / remove one or more portfolio managers/ investment advisors/ stock brokers/ depository participants / banker / custodians / any other service provider to manage the equity, debt and other marketable securities, any other assets forming part of the Trust Property. The Trustee shall formalize the appointments and facilitate the opening, operation and closure of bank accounts, depository accounts, broking accounts, etc. and do all such deeds and acts as may be necessary to facilitate smooth operations of the Trust. The Trustee shall however not be liable for any breach committed by any of the Constituents appointed as above.
  2. To apply the Trust Property towards achievement of the objects of the Trust as set out in ***Schedule I*** of this Deed, notwithstanding that any one Beneficiary may derive certain benefit more than the other.
  3. To take possession of any property forming a part of the Trust Property; to receive additions to the Trust Corpus by gift, Will or otherwise; to hold, administer and distribute the Trust Property pursuant to the provisions of this Deed.
  4. To invest in any real estate or immovable property which will then form part of the Trust Property, subject to any present or future laws or rules regarding investments by fiduciaries.
  5. To diversify or not to diversify investments and/or to retain them.
  6. To make the Trust Property liquid, in whole or in part, and to hold cash or readily marketable securities of little or no yield for any period.
  7. To borrow money on terms determined beneficial to the Trust by the Trustee from any person or corporation, including any banking corporation, under extreme circumstances of liquidity crises and to pledge or mortgage any property as security for such indebtedness; and to renew any indebted­ness incurred by the Trust.
  8. To give loan to any Beneficiary on an arms lengths basis which shall be paid back by the Beneficiary as per the terms agreed with the Beneficiary at the time of giving such loan or may be deducted from the share of the Beneficiary in the Trust.
  9. To receive and give general or special proxies or powers of attorney for voting or acting with respect to shares or securities, which may be discretionary and with power of substitution; to join in any reorganization and to pay assessments or subscriptions called for in connection with shares or securities held by the Trustee.
  10. To adjust, arbitrate, compromise, litigate, defend, abandon or otherwise deal with and settle any claims in favour of or against the Trust.
  11. To take out, keep valid or surrender any policy of insurance on the life of any Beneficiary whether or not coupled with any other event and to apply any part or parts of the Trust Property in or towards the payment of any premium for effecting or maintaining of any such policy.
  12. To get insurable assets of the Trust insured with a suitable insurance company and to pay all such insurance premium from the Trust Property.
  13. To deal with any insurance policy so that all moneys and benefits under any such policy shall constitute part of the Trust Property provided that, as to any such policy which the Settlor transfers to the Trust, the Trustee shall have no responsibility to review or consider the suitability of such policy.
  14. To enter into any transaction, by itself or any related party, whether by way of sale or purchase or loan or otherwise howsoever with any entity including but not limited to any company, partnership, LLP, whose shares or ownership interests are comprised directly or indirectly within the Trust Property.
  15. To pay all or any part of duties, fees, taxes (after getting the accounts of the Trust audited by a certified Chartered Accountant), penalties imposed by Statutory and/or Government Authorities, costs associated with Trust Property, probate, estate etc. payable in India or in any part of the world in respect of the Trust Property. The Trustee shall pay the aforementioned payment out of the Trust Property or shall recover the above stated payment from the Beneficiaries or the Settlor. Notwithstanding anything stated herein, no person interested in this Trust shall be entitled to make any claim whatsoever against the Trustee by reason of any payment or recovery made or any other action taken by the Trustee under the foregoing.
  16. To be a partner in an unlimited partnerships or limited liability partnerships (LLPs), however not as a managing partner or designated partner or only as a sleeping partner in case of an unlimited partnership.

1. The Trustee shall take all decisions regarding the Administration of the Trust as referred to in ***Clause 5.*** Administration of Trust shall mean and include all the activities as specified in ***Clause 5*** and other such related activities.
2. The Trustees shall have the right to vote with respect to shares of Target Entities which are part of the Trust Property.
3. The Trustee shall keep and in case of appointment of a corporate as a trustee shall ensure that its directors, officers, employees and agents, if any keep confidential, all transactions, details relating to the Trust and the state of affairs of the Trust except as otherwise compelled to disclose by operation of law. In the event of any breach owing to illegal/unauthorized disclosure(s) under this section by the Trustee, Trustee’s directors, officers and employees, the Trustee undertakes to indemnify the Settlor and Beneficiaries for any losses occurring due to such disclosure(s) of confidential information in case such loss has been established by a Court of competent jurisdiction subject to the provisions of this Deed. However, the following will not be treated as confidential information for the purpose of this Clause:
4. Disclosures mandated through the order of a statutory, regulatory or judicial authority.
5. Information available to the Trustee, its directors, officers, employees and agents through authorized parties with no obligation of confidentiality.
6. Information available in public domain.
   1. **CHANGE OF TRUSTEE**

1. A Family Trustee cannot be removed under any circumstances.
2. Resignation by the Trustee: The Trustee may resign from office as Trustee at any time by giving not less than 60 days’ notice to the Beneficiaries.
3. Notwithstanding anything mentioned in ***Clause 3 C (b),*** Trustee has the right to resign with immediate effect, in case Trustee in its sole discretion has reason to believe that;
   1. there has been mis-representation on the part of the Settlor to the Trustee, more particularly mentioned in ***Clause 6*** of this Deed;
   2. the Trust has been settled to protect the Trust Property from any potential liability;
   3. any adverse media report or public announcement with respect to any fraud, misfeasance or wrongful conduct on part of the Settlor or Beneficiaries.

Such resignation shall be effected by issuing a notice to the Settlor and in case of incapacitation/ Absence of Settlor or upon conversion of the Trust to irrevocable Trust to the Beneficiaries.

1. The following persons may remove the Outgoing Trustee by giving a written notice of not less than 60 days to the said effect, and/or appoint a Successor Trustee or advise appointment of Additional Trustee:
2. The Family Trustee at its discretion.
3. The Beneficiaries acting unanimously, by giving a written notice of not less than 60 working days to the said effect to the Trustee in the event the Trustee is Unfit.
4. Notwithstanding what is stated hereinabove no Excluded Person shall be appointed as the Trustee to this Trust.
5. Notwithstanding any provision to the contrary, no U.S. Person may be appointed as a Managing Trustee. Furthermore, any Managing Trustee appointed by the Beneficiaries may not be a person who is related or be denoted as Subordinate or Related to any U.S. Person within the meaning of Section 672(c) of the U.S. Code.
6. The Additional/Successor Trustee(s) to the Trust may be individuals or a Corporate Trustee.
7. The Outgoing Trustee and the Successor Trustee shall execute a Deed of Handover in order to record transfer of all the Trust Documents along with all the rights and duties of the Outgoing Trustee, the trusteeship shall stand transferred to the Successor Trustee on the effective date mentioned in the Deed of Handover. If required the Successor Trustee may simultaneously with the execution of Deed of Handover issue a power of attorney to the Outgoing Trustee to act on behalf of the Successor Trustee as the agent of Successor Trustee from the effective date as agreed under the Deed of Handover solely for the purpose of completing the transfer formalities.
8. The appointment of Additional Trustee/Successor Trustee does not in any way reduce, diminish or render void any of the powers, duties of the existing Trustee and fiduciary discharge of the Outgoing Trustee.
9. The Successor Trustee will provide his/her/its acceptance to serve as Trustee of the Trust in written form signed by the Trustee himself/herself or by the authorized person in case of a corporate trustee. Failing a timely appointment within 60 days in either situations viz. ***Clause 3 C (b)*** or ***Clause 3 C (d)*** above, the Outgoing Trustee may itself appoint a Successor Trustee.
10. The Trustee and its/their directors and officers shall continue to have the benefit of the exculpation and indemnity provisions granted under this Deed and under Section 30 of the Indian Trusts Act, 1882 notwithstanding her/ its termination or her / its/their vacating the office.
11. References to the Trustee include Successor Trustee/Additional Trustee, unless the context requires otherwise. The Successor Trustee may be Corporations or independent individuals. Unless this Deed specifically provides otherwise, a Succes­sor Trustee shall succeed to all of the title, powers, discretion and obligations of the Initial Trustee.
12. A Successor Trustee is neither obligated to accept, ratify or approve any acts, omissions or defaults of the Outgoing Trustee nor is a Successor Trustee required to audit or verify the records of the Outgoing Trustee. The fact that a Successor Trustee assumes and carries out its/his/her duties without protest or exception shall not be considered an acceptance, ratification or approval of the initial/existing/Outgoing Trustee’s actions. Each Trustee shall be responsible for its acts or omissions in breach of the Trust occurring during its tenure as defined by the effective date under the Deed of Handover as discussed in ***Clause 3 C (h)*** hereinabove.

1. A Successor Trustee shall not be responsible or liable to any person for any Property of the Trust, until it/he/she obtains possession of the same and also till the effective date as mentioned in the Deed of Handover mentioned in ***Clause 3 C (h)*** and at the same time an Outgoing Trustee shall cease to be responsible for the from the effective date mentioned in the said Deed of Handover as discussed in ***Clause 3 C (h)***.

1. The Outgoing Trustee shall extend full cooperation to the Successor Trustee in terms of handing over all assets of the Trust and all related documents in her/its possession.
   1. **TRUSTEESHIP FEES**

The annual trusteeship fee may be charged by the Trustee as mutually agreed between the Settlor and the Trustee at the time of settling the Trust and during the term of the Trust as may be mutually agreed upon amongst the Beneficiaries and the Trustee.

* 1. **LIABILITY OF TRUSTEE**

1. The Trustee shall not be liable for any Reasonable Acts undertaken by its/her/him in accordance with the Deed on account of anything done in good-faith, due care and caution, bona fide and with due diligence expected of a Trustee. All acts done by the Trustee in accordance with the provisions of this Trust Deed and the provisions of the Applicable Law will be considered as “Reasonable Acts”.
2. The Trustee shall not be held liable for all acts and deeds of the Settlor prior to formation of the Trust. The Trustee is solely acting on the information furnished to her /him/them at the time of execution of this Deed and shall not be liable for any information that is not true and complete. Any consequence(s) arising therefrom shall not be held against the Trustee in discharge of her /its/ their fiduciary responsibility.

# BENEFICIARIES OF THE TRUST

1. **NAMES OF THE BENEFICIARIES**

# The Beneficiaries to the Trust are set out in *Schedule (II)* herein (hereinafter referred to as “Beneficiaries”). The term Beneficiaries shall also include such persons as referred to in *Clause 1 (3) and shall specifically exclude Excluded Persons.*

1. **DISTRIBUTIONS TO THE BENEFICIARIES**

# All distributions to the Beneficiaries shall be made by the Trustee as per her/its discretion in accordance with the provisions of this Deed and any other documents provided by the Settlor to the Trustee in writing.

# The recipient of any beneficial interest or power of appointment, as deemed fit by such recipient may disclaim or release that power or interest in whole or in part. In addition to any other method of disclaimer or release recognized by law, the recipient may disclaim or release it by delivering to the Trustee a document signed and notarized by the recipient declaring the recipient's intention to disclaim or release. This right to release or disclaim any beneficial interest cannot be exercised by any Guardian, other than the first Guardian, on behalf of the Minor Beneficiaries.

# Further to the provisions of *Clause 4 B (b)* above, in case a Beneficiary releases or disclaims the power or interest in whole or in part of the beneficial interest as mentioned aforesaid, the amount so disclaimed or released shall continue to be a part of the Trust Property.

# If any distribution made under this Deed fails by reason of the Beneficiary being disqualified due to any regulatory limitations then, such distribution shall be held by the Trustee as part of the Trust Property.

# Notwithstanding Section 20 of the Indian Trusts Act, 1882, the Trust Property consisting of money, for a financial year which is not distributed, disclaimed under *Clause 4 B (b)* or distribution failed due to regulatory limitation on capacity of the Beneficiary to receive a distribution would be held as Trust Property.

# It is hereby clarified that the Trustee shall ensure segregated maintenance and distribution of the Trust Property viz., Trust Corpus and Trust Income.

# General Power of Appointment: General Power of Appointment is hereby granted by Settlor first to Mrs. MBPM, post demise of Mrs. MBPM the General Power of Appointment shall devolve upon Mr. AK. The exercise and the effect of the power hereby granted shall be as mentioned herein below:

# The General Power of Appointment hereby granted shall come into force only upon conversion of the Trust to irrevocable whether by reason of demise of the Settlor or relinquishment of rights reserved to the Settlor under the provisions of this Deed.

# The General Power of Appointment hereby granted must be exercised by issuance of a communication specifically referring to this provision under *Clause 4. B. (g)* and mentioning the Appointees and the manner in which the appointment shall take effect.

# In the event of demise of a holder without exercising the GPOA under this Trust the Trust Property shall be deemed as having been appointed for the benefit of the then Beneficiaries of the Trust subject to the then terms and conditions of the Trust Deed, then the Trustee shall be obliged to exercise its discretion on the Trust Property subject to the then provisions of the Trust Deed.

1. **RIGHTS OF THE BENEFICIARIES**

In addition to the right mentioned under ***Clause 4 B (b)*** above, the Beneficiaries shall have the right to make Recommendations under this Deed to the Trustee to modify any administrative provisions of this Deed in consonance with **Clause 2 (F)**.

Notwithstanding anything stated hereinabove the Trustee shall accept the Recommendation of the Beneficiaries only if the Recommendation is not impracticable, illegal or manifestly injurious to the interests of the all the Beneficiaries and/or is not prejudicial to the provisions of this Trust Deed.

# ADMINISTRATION OF THE TRUST

# PAYMENT OF EXPENSES AND TAXES

# In general, the Trust Property shall be used for payment of all expenses related to operation of the Trust and taxes imposed by law. The Trustee shall also be entitled to be reimbursed from the Trust Property for the following purposes:

1. All expenses which are incurred towards administrative, regulatory, legal and operational activities of the Trust including but not limited to all Direct or indirect cost paid towards following:
2. costs incurred in procuring of PAN and TAN (if applicable) and ensuring filing income tax returns of the Trust or ensuring preparation of the tax calculations, audit of books of accounts as per the Trust Structure;
3. costs incurred towards documentation of the transactions in course of the operations of the Trust including but not limited to direct or indirect expenses towards communication amongst Constituents of the Trust, postage, courier, stamp duty, notarisation and registration etc.
4. costs incurred towards ensuring compliances and management and custody of documents in respect of the Trust and Trust Property;
5. costs incurred towards execution and operation of arrangements concerning portfolio management, investment management or management of the Trust Property.
6. costs incurred towards due-diligence of the Trust Property including but not limited to investigation of the entities and promoters of entities and constituents of Trust etc.
7. costs incurred towards disposal or creation of an Encumbrance of any kind and liaisoning with respect to the Trust Property.
8. costs incurred towards coordination and other activities at the time of lodging a claim or defending or representing the interest of the Trust.
9. Charges towards certification in respect of books of accounts, valuation of immovable properties, entities and Constituents of the Trust by third party consultants such as valuers, accountants, lawyers, auditors or medical practitioners.
10. Reimbursement of any payment made in respect of bonafide liability or obligation of the Trust;
11. All expenses or costs (including expenses incidental to execution of any agreement) incurred by the Trustee for acquisition and/or movement of the Trust Property by the Trustee, from Settlor to the Trustee, amongst Trustees, from one Trustee Account to another or from Trustee to Beneficiaries;
12. All payments towards all or any part of duties, cess, fees, taxes, surcharge, penalties imposed by Statutory and/or Government Authorities, costs associated with Trust Property, probate, estate etc.;
13. All expenses in connection with any legal proceedings by or against the Trust or concerning the affairs of the Trust, including, professional fees of any legal advisor;
14. All and any such costs, expenses or damages arising out of acts or omissions based on written directions/advise of the Constituents or the acts or omissions of the auditor/portfolio manager / investment advisors/ stock brokers/ depository participants / other service providers or the Constituents of Trust;
15. All and any cost associated with sale, purchase, transfer, management, administration and maintenance of the Trust Property;
16. All and any cost associated with holding of Trust Property vested in beneficiary under a special arrangement;
17. All legal and statutory expenses incurred in the operation or execution of the Trust including all taxes, duties and other charges payable in connection with Trust Property;
18. All fees and related expenses for consulting or undertaking services including but not limited to certification for legal, statutory, regulatory and operational implications of the Trust, filing of regulatory forms or Trust related compliances with respect to the Trust and Trust property under relevant jurisdictions from an expert/specialist as advised by the relevant Constituent;

The Trustee / its affiliates, employees or authorized representatives can recover costs, charges, expenses, losses or damages incurred in accordance with covenants of the Trust Deed.

# TRUST RECORDS AND ACCOUNTS

1. The Trustee shall have the entire care and custody of all of the Trust Property and shall maintain full and accurate books of accounts, records of receipts, disbursements, and other financial transactions of the Trust, as advised by a certified Chartered Accountant, and shall retain such records for a minimum period of eight (8) years or such further period, as may be statutorily required and as advised by a certified Chartered Accountant.
2. The Trustee shall not have to render any account of the Trust to anyone other than to the Beneficiaries and the Indian Courts or any governmental authority, if required by Applicable Law.
3. The Trustee shall maintain separate accounts for the Trust assets, which are clearly identifiable as belonging to the Trust.
4. Annually, the Trustee shall cause such financial statements to be audited and certified by properly qualified auditor. The report of the auditor shall provide certification of the accounts of the Trust in accordance with the established accounting standards and based on their examination of the books of accounts, and other records maintained by the Trustee and will include:
   * + 1. The financial statements which have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) in India;
       2. The financial statements which give a true and fair view of the state of the Trust’s affairs on the date of their examination.
5. The Financial Year of the Trust shall end on 31st March each year or on such other date as may be prescribed by the government.

# WRITTEN INSTRUMENTS AND COMMUNICATIONS:

1. All communications from the Settlor or Recommendation of Beneficiaries under this Deed, shall be communicated only in writing or through Email from a designated Email ID of the Settlor or the Beneficiary as the case may be which has been registered with the Trustee in writing. The written communication shall always be addressed to the Trustee and shall not be considered as having been effected until actual receipt of such written communication or Email by the Trustee. Further, any communication received via an email shall require a validation vide a recorded telephonic conversation with the sender.
2. Communication by the Trustee to the Settlor/ Beneficiary shall be sent to such address or designated Email ID of the Settlor or Beneficiary as may be recorded by way of written communication addressed to the Trustee for this purpose and shall be deemed to be delivered on receipt of Email confirmation/written acknowledgment of the same from the Settlor or the Beneficiary. The Settlor or the Beneficiaries shall notify the Trustee in writing for any change in their communication address and/or respective Email ID.

# REPRESENTATIONS AND COVENANTS BY THE SETTLOR:

The Settlor hereby represents, warrants, confirms and undertakes that:

# His Will shall be suitably amended so as not to conflict or defeat the provisions and intent of this Deed.

# As on the date of execution hereof, the Settlor has full authority to dispose of all assets forming part of the Trust Property and no notice in connection therewith has been served in relation to the Settlor.

# None of the following events has occurred or is subsisting:

# An application to a court for an order, or the making of any order, that he can be declared insolvent or any of his assets have been placed in bankruptcy.

# Any action to seize, attach, take possession of or appointment of a custodian, receiver, liquidator or manager in respect of any of the Trust Property.

# Any other event or condition, which could have an adverse impact on the Trust Properties or settlement of this Trust.

# He has read and understood the provisions contained in this Deed and agrees and undertakes to abide by the same unconditionally.

# He is not a party to or otherwise bound by any agreement which would in any way affect the performance of his obligations under this Deed and there are no existing or threatened actions or proceedings against him which, if decided against him, would have adverse effect on the Trust Properties or on his ability to perform any obligations under this Deed.

# Any amount settled and forming part of the Trust Property under this Deed is and will be through legitimate sources only and does not and will not involve and is not and will not be designated for the purpose of any contravention or evasion of the provisions of the Income Tax Act, 1961, Prevention of Money Laundering Act, 2002, Prevention of Corruption Act, 1988 and/or any other Applicable Law in force from time to time or any rules, regulations, notifications or directions issued thereunder.

# ARBITRATION AND DISPUTE RESOLUTION

1. The Parties to this Deed hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Deed by mutually settling the same amongst themselves, failing which, by arbitration.
2. The Parties agree that the discussions shall be held in the spirit of amicable resolution of the issues that have arisen between them at the earliest. If any Party is not satisfied with the outcome of the discussions within sixty (60) days from the receipt of the response, it shall resort to arbitration.
3. The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this, to Arbitration by a Sole Arbitrator to be appointed by mutual consent of the Parties. The Parties agree that until the Arbitration Proceedings are complete, they shall not take their disputes to a Court of Law. The Arbitration shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act, 1996 (as amended from time to time).
4. The Arbitrator shall be person of professional repute who is not directly or indirectly connected with any of the Parties to this Deed. He should have prior experience as an arbitrator. The Award passed by the Sole Arbitrator shall be final and binding on the Parties.
5. The place of Arbitration shall be **Chennai**. The language to be used in the Arbitration Proceedings shall be English.

**IN WITNESS WHEREOF** the parties hereto have caused this Deed to be executed on the day and year hereinabove written

|  |  |  |  |
| --- | --- | --- | --- |
| **SIGNED AND DELIVERED** | ) |  | |
| By the within named Settlor | ) |  |
| Thumb impression and signature of | ) |  |
| **Mr. PTI** | ) |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **In the presence of** | ) |  |
| **WITNESS 1** | ) |  |
| **Name:** **Ramesh Kumar**  **Address: 124 T.Nagar, Chennai - 600017** | )  )  ) |  |
| **WITNESS 2** |  |  |
| **Name:** **Sundar Raj**  **Address:** **85 Gopal Street, Mylapore, Chennai - 600004** |  |  |
|  |  |  |
|  |  |  |
| **SIGNED AND DELIVERED** |  |  | |
| By the within named Trustees  Thumb impression and signature of | ) |  | |
| **Mr. KB** | ) |  | |
|  |  |  | |
|  | ) |  | |
|  |  |  | |
| **Mr. AK** |  |  | |
|  |  |  | |
|  |  |  | |
|  |  |  | |
| **WITNESS 1**  **Name:** **Mr. Vishwanathan Iyer**  **Address:** **47 Alwarpet, Chennai - 600018** |  |  | |
| **WITNESS 2** |  |  | |
| **Name:** **R. Sreenivasan**  **Address: 30 Teynampet, Chennai - 600086**  **Top of Form**  **Bottom of Form** | )  )  ) |  | |

# SCHEDULE I

# OBJECTS OF THE TRUST

# To enable control and management of family over securities of Target Entity transferred to Trust where the family is a part of the promoter group and to ensure distribution of economic benefits of same to the Beneficiaries of the Trust.

# To ensure effective succession planning and intergenerational transfer of Trust Property for the benefit of the Beneficiaries.

# To provide for medical, educational, travel, and other financial and non- financial needs of Beneficiaries.

# To provide for consolidation and preservation of assets settled or received by the Trust for the benefit of the Beneficiaries.

# To undertake investment activities in movable and immovable assets for the benefit of the Beneficiaries.

**SCHEDULE II**

**LIST OF BENEFICIARIES, BENEFICIAL INTEREST AND DISTRIBUTION**

**PART I - The Beneficiaries**

The term Beneficiaries shall mean and include as stated under ***Table A*** below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **TABLE A – PRIMARY BENEFICIARIES** | | | | | |
| **Sr. No** | **Name of the Primary Beneficiary** | **Date of Birth/Incorporation** | **Aadhaar No./ PAN** | **Passport No.** | **Relationship with Settlor** |
|  | Mr. PTI | May 12, 1970 | ABCPT1234Q | Z9845667 | Self |
|  | Mrs. MBPM | February 20, 1975 | ABCME5678R | Z9845668 | Wife |
|  | RB Family Private Trust\* | n/a | N/A | n/a | Family Benefit |
|  | SB Family Private Trust\*\* | n/a | n/a | **n/a** | Family Benefit |
|  | ZB Family Private Trust\*\*\* | n/a | n/a | n/a | Family Benefit |

\*In case of nonexistence of RB Family Private Trust, the following Beneficiaries may be considered as alternate Beneficiaries to the RB Family Private Trust:

* Mr. RB
* Future Lineal Descendants of Mr. RB

\*\*In case of nonexistence of SB Family Private Trust, the following Beneficiaries may be considered as alternate Beneficiaries to the SB Family Private Trust:

* Mr. SB
* Future Lineal Descendants of Mr. SB

\*\*\*In case of nonexistence of ZB Family Private Trust, the following Beneficiaries may be considered as alternate Beneficiaries to the ZB Family Private Trust:

* Mr. ZB
* Future Lineal Descendants of Mr. ZB

**PART III: DISTRIBUTION DURING THE TERM OF TRUST**

1. Distributions may be made from the Trust to meet travel, medical, educational, marriage, welfare, maintenance and other expenses and objectives as mentioned in Schedule I may be made to Beneficiaries of ***Schedule (II) Part (I) Table A*** and in absence thereof to the corresponding Alternate Beneficiaries mentioned under ***Schedule (II) Part (II)*** in proportion.
   1. as instructed by the Settlor during his lifetime and until the Trust is revocable.
   2. as decided by Trustee in adherence to the Letter of Wishes of the Settlor, in the event the Trust is converted to an irrevocable Trust or upon demise/Incapacitation of the Settlor, as the case may be.
2. Further, these expenses may be paid either directly to the Beneficiaries or on their behalf to their service providers, if required.
3. The Trustee shall make distributions, net of expenses, incurred by the Trustee on behalf of the Trust, including trusteeship remuneration, taxes, levies, insurance premium, enforceable liabilities (existing and contingent) first from the Trust Income and then from the Trust Corpus.
4. After the lifetime of the Settlor or conversion of the Trust to irrevocable if the holder of the General Power of Appointment exercises the said power, instructing the Trustee to hold the Trust Property for the benefit of Appointees other than Beneficiaries of the Trust, the Trustee shall hold the Trust Property as per the written instructions of the said holder of the General Power of Appointment and make distributions of Trust Property for the benefit of such Appointees. Upon the death of holder of the General Power of Appointment if the holder of the General Power of Appointment has not effectively exercised in respect of the Trust Property, the Trustee shall hold the unappointed Trust Property, for the Beneficiaries named in ***Schedule (II) Part (I) Table A*** and in absence thereof to the corresponding alternate Beneficiaries named in ***Schedule (II) Part (I),*** as if the Trust Property has been appointed to such Beneficiaries.

**PART IV: DISTRIBUTION AT THE TIME OF TERMINATION OF TRUST**

1. Upon revocation /termination of the Trust during lifetime of the Settlor and in the event the Trust is revocable, the Trustee shall distribute the Trust Property, net of expenses, incurred by the Trustee on behalf of the Trust, including trusteeship remuneration, taxes, levies, insurance premium, amounts retained towards enforceable and statutory liabilities (existing and contingent), etc. chargeable to the Trust Property, to the Beneficiaries named in ***Schedule (II) Part (I) Table A*** and in the absence thereof the corresponding alternate beneficiaries as mentioned in ***Schedule II Part II***  hereinabove in a manner specified by the Settlor.
2. After the lifetime of the Settlor or conversion of the Trust to irrevocable if the holder of the General Power of Appointment exercises the General Power of Appointment instructing the Trustee distribute the Trust Property to Appointees mentioned in the communication, the Trustee shall distribute the entire Trust Property as per the written instructions of the said holder of the General Power of Appointment net of expenses, incurred by the Trustee on behalf of the Trust, including trusteeship remuneration, taxes, levies, insurance premium, enforceable liabilities (existing and contingent), etc. chargeable to the Trust Property.
3. In case of absence or nonexistence of all of the Beneficiaries named in ***Schedule II Part I Table A*** and corresponding alternate beneficiaries, the Trustee shall distribute the Trust Property, net of expenses, incurred by the Trustee on behalf of the Trust, including trusteeship remuneration, taxes, levies, insurance premium, enforceable liabilities (existing and contingent), etc. chargeable to the Trust Property, to persons/entities/organizations as maybe recommended by the Settlor in his Letter of Wishes. In case such persons/entities/organizations cease to exist, then the Trust Property shall be distributed to a suitable organization that the Trustee deems fit.
4. In the event of there being a Beneficiary who is a Minor Beneficiary at the time of distribution, the share of such Beneficiary shall be held in the custody of his/her Guardian till the time of attainment of Majority by such Minor Beneficiary.