**MANN FAMILY PRIVATE TRUST**

(Trust settled by Ms. Priyanka Parikhon \_\_\_\_\_\_\_\_\_\_, 2024)

**TABLE OF CONTENTS**

[1. LEGAL INTERPRETATION OF SETTLEMENT AND DEFINITIONS 3](#_Toc135912862)

[2. THE TRUST 12](#_Toc135912863)

[2.3 Trustee to the Trust 12](#_Toc135912864)

[2.4 Office of the Trust 12](#_Toc135912865)

[2.5 Settlement and Subsequent Transfer 13](#_Toc135912866)

[2.6 Term of the Trust 13](#_Toc135912867)

[2.7 Amendment of the Trust Deed 15](#_Toc135912868)

[2.8 Protector 16](#_Toc135912869)

[2.9 Powers and Functions of the Protector 18](#_Toc135912870)

[2.10 Term of the Protector 19](#_Toc135912871)

[2.11 Liability of Protector 19](#_Toc135912872)

[3. TRUSTEE OF THE TRUST 19](#_Toc135912873)

[3.1 Name of the Trustee 19](#_Toc135912874)

[3.2 Powers and Functions of the Trustee 19](#_Toc135912875)

[3.3 Change of Trustee 24](#_Toc135912876)

[3.4 Trusteeship Fees 27](#_Toc135912877)

[3.5 Liability of Trustee 27](#_Toc135912878)

[4. BENEFICIARIES OF THE TRUST 30](#_Toc135912879)

[4.1 Names of the Beneficiaries 30](#_Toc135912880)

[4.2 Distributions to the Beneficiaries 30](#_Toc135912881)

[4.3 Rights of the Beneficiaries 30](#_Toc135912882)

[5. ADMINISTRATION OF THE TRUST 31](#_Toc135912883)

[5.1 Payment of Expenses and Taxes: 31](#_Toc135912884)

[5.2 Trust Records and Accounts 33](#_Toc135912885)

[5.3 Written Instruments and Communications 34](#_Toc135912886)

[6. REPRESENTATIONS AND COVENANTS BY THE SETTLOR: 34](#_Toc135912887)

[7. ARBITRATION AND DISPUTE RESOLUTION 35](#_Toc135912888)

[SCHEDULE I: Objects of the Trust 38](#_Toc135912889)

[SCHEDULE II: List of Beneficiaries, Beneficial Interest and Distribution 39](#_Toc135912890)

**MANN** **FAMILY PRIVATE TRUST**

**THIS INDENTURE OF TRUST (the “Deed”)** is being registered on the \_\_\_\_\_\_\_\_\_\_ day of **May 20, 2024**

**BETWEEN**

**Ms. Priyanka Parikh**, having her date of birth on February 22, 1989, having PAN ACKOS9024J , having Aadhaar No. 1111 1111 1111, and having address at Flat No. 111, 11 floor, A Wing, 2222 avenue, Off S.V. Road, Mumbai - 400012 (hereinafter referred to as the “**Settlor**”).

**AND**

**Mr. Mann Joshi**, having his date of birth on April 1, 1969, having PAN ABCPS1111N , having Aadhar No. 9999 9999 9999, son of Mr. Aiyaz Shaikh and having address at Flat No. 111, 11 floor, A Wing, 2222 avenue, Off S.V. Road, Mumbai - 400012 (hereinafter referred to as “**the Initial Trustee / Trustee**” which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors and administrators or his assigns)

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

# LEGAL INTERPRETATION OF SETTLEMENT AND DEFINITIONS

In this Deed unless the context otherwise requires:

* 1. **Additional Trustee:** means any additional trustee appointed along with the Initial Trustee in terms of the provisions of this 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 collectively referred to as “**Beneficiaries**”). The term Beneficiaries shall also include: 
     + 1. Such a Lineal Descendant of Mr. Mann Joshi or a family private trust created for the benefit of Lineal Descendants of Mr. Mann Joshi may be added by the Trustee and if the role of Protector has come into force as communicated in writing to the Trustee by the Protector in adherence to the Letter of Wishes of the Settlor.

Provided however that, only a Lineal Descendant of Mr. Mann Joshi or an entity which is family private trust created for the benefit of Lineal Descendants of Mr. Mann joshi may be added as a Beneficiary to the Trust.

* + 1. 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; provided however that any such beneficiaries shall not be considered as Beneficiaries of this Trust unless they are expressly covered under the definition of Beneficiaries.
  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 the Surrogacy (Regulation) Act, 2021 and Laws of Surrogacy applicable and in force (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 and include the Settlor, Trustee, Protector, Beneficiaries and any advisors/agents appointed as per the instructions of the Settlor, advice of the Protector, Recommendations of the Beneficiaries or otherwise as per the guidelines provided by the Settlor.
  4. **Consultation** shall mean a process by which the Trustee may consult Protector on matters relating to operations or administration of the Trust as may be required from time to time. If for any reason the Trustee is not in a position to accept the advice of Protector on a specified matter, the Trustee shall record the reasons in writing.
  5. **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.
  6. **Corporate Trustee** means a corporation, a bank, a trust company or any other entity that is authorized to serve as a professional Trustee.
  7. **Encumbrance** (also spelled incumbrance) means any right or interest that exists in someone other than the owner of an estate, and which restricts or impairs the transfer of the estate or lowers its value. For the sake of clarity, it shall include but not be limited to : (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 kind 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 Applicable 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.
  8. **Excluded Person(s)** for the purposes of this Trust shall mean and include: 
     + 1. A person designated as an Excluded Person by the Settlor through her Letter of Wishes.
       2. Spouse(s) of the Lineal Descendants of the Settlor;
       3. Any Child which is not in the legal custody of the Beneficiaries of the Trust;
       4. Illegitimate children of any of the Beneficiaries.
     1. 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.
  9. **Family**: The term “Family” shall mean and include Mr. Mann Joshi, Ms. Priyanka Parikh, Mr. Stanley Britto and Lineal Descendants of Mr. Mann Joshi.
  10. **Guardian**:
      + 1. The term “Guardian” in respect of a Minor Beneficiary shall mean and include any person who is an adult and is 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.
        2. The first Guardians for the Minor Beneficiary during their minority shall mean the parents (legal/first Guardians) of the Minor Beneficiary.
        3. It shall always be the duty of parents (legal/first Guardians) of a Minor Beneficiary to give the name of second/alternate Guardian of said Minor Beneficiary in writing to the Trustee, in case of their non-existence. On failure or omission of parents (legal/first Guardians) to give the name of the second/alternate Guardian, the Trustee shall appoint the second/alternate Guardian as nominated by the Settlor in her Letter of Wishes.
        4. In the event none of the abovementioned individuals are available for a period of 30 days, the appointment may be made by the Protector, failing which the Protector shall be appointed as the Guardian of the Minor Beneficiary, failing which the Trustee may approach appropriate Court having jurisdiction for appointment of a Guardian for such Minor Beneficiary.
        5. In the event no Guardian is appointed for the Minor Beneficiary in accordance with the foregoing paragraphs, the Guardian for the Minor Beneficiary shall be appointed by the Trustee.
        6. A Guardian will exercise the rights as mentioned in the Trust Deed and ensure that the interest of the Minor Beneficiary is protected during the period of 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 shall be entitled to disclaim beneficial interest on behalf of the Minor Beneficiaries in the absence of consent of the competent court having jurisdiction.
  11. **Incapacitated** shall mean and include any person suffering from Incapacity.
  12. **Incapacity and Absence:** 
      1. Incapacity, in respect of any individual,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 who are qualified to assess such matters.

In the event any Beneficiary is Incapacitated, the interest of such Beneficiary shall be represented by such Beneficiary’s guardian appointed in accordance with the relevant provisions of the applicable laws.

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

* + 1. **Absence in respect of a Constituent of the Trust** shall include inactivity or absence for any reason. An individual shall be deemed to be inactive or absent from office:
       1. if he/she does not revert or respond to email or written communication from the Trustee within a period of 30 days. The Trustee shall send bi-weekly reminders during that period of 30 days unless the Constituent has issued a prior communication informing about the absence from office.
       2. on his/her demise and on the Trustees receiving communication about the same from next of kin of the respective Constituent in writing.
  1. **Initial Settlement** shall mean assets settled by the Settlor in the Trust at the time of setting up the Trust including but not limited to cash, financial assets, real estate and shareholding in entities.
  2. **Initial Trustee** shall mean the Trustee appointed by the Settlor at the time of settling the Trust.
  3. **Letter of Wishes:** A letter issued by the Settlor to the Trustee at the time of settlement of the Trust/Trust Property, 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 shall be valid only if such Letter of Wishes has been acknowledged by the Trustee.
  4. **Lineal Descendants:** The term Lineal Descendants with respect to a person shall mean such person’s Child, Grandchild and so on until permitted by the rule against perpetuity, if applicable.
  5. **Minor Beneficiary:** A Child shall be considered to be a Minor Beneficiary till he/she attains the age of Majority.
  6. **Majority:** The age of attainment of Majority will be 18 years or such other age as may be specified under Applicable Laws.
  7. **Nature of the Trust:** This Trust is **IRREVOCABLE** by the Settlor and is a **DISCRETIONARY** and **INDETERMINATE** Trust in nature.
  8. **Outgoing Trustee(s):** shall mean any Trustee who resigns from his/ her/ its office by giving notice as per the terms in the Deed or who is removed in accordance with the terms of this Trust Deed.
  9. **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.
  10. **Protector** shall mean one or more person(s) or entity appointed, and/or any successor appointed in accordance with ***Clause 2.8*** of this Deed. The role of Protector shall come into force incase the Trustee is niether a member of the Settlor’s Family or an entity owned and controlled by a member of the Settlor’s Family.
  11. **Reasonable Acts:** With respect to the Trustee or Protector shall mean and include all acts undertaken in accordance with the provisions of this Trust Deed, the Letter of Wishes and the provisions of the Applicable Law.
  12. **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 or Protector as the case may be. In this regard, it is clarified that any Recommendation made by the Beneficiaries, under this Deed shall be mandatorily required to be made by all the Beneficiaries**,** and in the event consensus is not reached between the Beneficiaries the same shall be construed as individual representation of the respective Beneficiary and not Recommendation by the Beneficiaries. In case of disagreement between the Beneficiaries, then the advice of the Protector shall be considered. In case there is no Protector, 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.

Further any Recommendation made for and on behalf of an Minor Beneficiary shall be represented by the Guardian of the Minor Beneficiary appointed under this Deed.

* 1. **Schedules** means the Schedules hereto shall form an integral part of this Deed.
  2. **Successor Trustee** shall mean Trustee(s) appointed as successor(s) to Initial/ Additional/any other Trustee(s) under this Deed.
  3. **Trust** means Trust declared and made pursuant to this Trust Deed namely **Mann FAMILY PRIVATE TRUST**.
  4. **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.
  5. **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 2.5.***
  6. **Trust Deed or Deed of Trust** shall mean this Deed settling the properties mentioned in ***Clause 2.5*** for **Mann Family Private Trust**, and which may also be alternatively referred to herein as “this Deed” or “this Trust Deed” or “this Deed of Declaration of Trust” or “this Indenture” or “this Instrument”. Further the said expression shall also include any amendment and/or restatement of this Deed in as much as such amendment and/or restatement of this Deed is executed in terms of the provisions of this Deed.
  7. **Trustee:** The term Trustee shall mean collectively the Trustee(s) for the time being in office of the Trust and shall include Initial Trustee, Successor Trustee, Additional Trustee unless specifically mentioned otherwise in this Deed.
  8. **Trust Income** shall mean and include the income/gain generated from the investment of Trust Property and shall be kept segregated from the Trust Corpus.
  9. **Trust Property** shall mean the Trust Corpus and the Trust Income.
  10. **Unfit** shall mean and include the state wherein the individual:
      + 1. Is or may be motivated 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.
  11. This Deed shall be interpreted under the laws of the Republic of India and the Applicable Laws there under.
  12. Singular references to “Trustee”, “Beneficiary” and other singular expressions in this Deed include plural; masculine expres­sions include feminine and neuter, and vice versa.
  13. In any judicial proceeding involving the construction or operation of this Deed, the then living Beneficiaries shall represent all future unknown and undetermined Beneficiaries. Any order rendered in such proceeding shall be binding on all unknown and undetermined Beneficiaries.
  14. 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.
  15. For the purpose of interpretation and implementation of this Deed, subject to the expressed provisions of the Trust Deed and the Letter of Wishes, it is clearly specified that the Trustee shall act in accordance with the various powers and functions as specified in this Deed.

* 1. Further to ***Clause 1.42***  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, Beneficiaries and/or contributor 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; or
       3. 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 and/or contributor or distribute the Trust Property to the Beneficiaries.
  2. All the documents related to the Trust including but not limited to The Trust Deed, Letter 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.
  3. 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.
  4. The Trustee is empowered to appoint any additional 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 Protector.
  5. This Deed or any further Deed of Amendment to this Deed and/or any restatement of 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 such concerned 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.
  6. 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 the Trust compliant with the intentions of the Settlor, 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 Protector or any other person appointed by Protector for this purpose shall give his/her/its advice 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.
  7. 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.
  8. 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 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.
  9. 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.
  10. All communications by the Settlor, Protector or the Beneficiaries to the Trustee shall be in the manner, as provided in ***Clause 5.3*** herein below.

# THE TRUST

* 1. By this Deed, the Settlor creates the Trust referred to as **Mann FAMILY PRIVATE TRUST** (hereinafter referred to as the “**Trust**”). The Trustee shall hold, administer, distribute and do all acts and deeds as are 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.
  2. 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 and transmission of wealth and such other objects as are specifically detailed in ***Schedule I*** herein.

## Trustee to the Trust

* + 1. The Settlor hereby appoints Mr. Mann Joshi as the Trustee to the Trust and Mr. Mann Joshi hereby has consented to the same.

## Office of the Trust

* + 1. The office of the Trust through its Trustee will be at Mumbai.

## 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. 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.
    3. The Settlor and/or other close relatives of the Settlor may transfer or contribute by way of further settlement, or transfer in accordance with any gift, will or any family settlement, any additional property, whether movable or immovable. Further, testamentary dispositions may be made by any individual in favour of the Trust for the benefit of the Beneficiaries. Such dispositions can be refused by the Trustee in the event they are manifestly injurious to the interest of the Beneficiaries.
    4. 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.
    5. The Trustee shall be the legal owner of the Trust Property held by the Trustee for and on behalf of the Beneficiaries and the Settlor by this Deed undertakes that she shall never directly or indirectly derive any benefits from the Trust. On settlement of the Initial Settlement, as hereinabove stated, the Settlor and any subsequent contributor, if any, hereby irrevocably release, relinquish, disclaim, surrender and determine all rights, title, interest and control in the Trust Property in favour of the Trustee. The Settlor further relinquishes any right or power, reserved in favour of the Settlor, to regain, restore or reclaim the Settlor’s title to, or ability to dispose of, the Trust Property.

## Term of the Trust

* + 1. This Trust is an **IRREVOCABLE DISCRETIONARY INDETERMINATE TRUST** in nature.
    2. The Trust shall stand 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 as defined herein, the Trustee will initiate the process to terminate the Trust; or
       2. **The Trust Property ceases to exist**: In an event the Trust Property ceases to exist or gets fully distributed out to the Beneficiaries, 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 and political environment/judicial/tax laws which make the existence of the Trust non-conducive/unattractive for the benefit of Beneficiaries, then the Trustee based on the advice of the Protector or in the absence of the Protector with the Recommendations of the Beneficiaries shall initiate the process to terminate this Trust; or
       4. **Consultation with the First Protector**: The First Protector at his own instance or based on Recommendation of the Beneficiaries, may engage in Consultation with the Trustee advising them to terminate the Trust whereupon the Trustee shall initiate the process to terminate the Trust; or
       5. **Termination by the Initial Trustee**: The Initial Trustee may at his sole discretion terminate the Trust; or
       6. **Recommendation of the successor Protector:** The successor Protector at may engage in Consultation with the Trustee and recommend them to terminate the Trust whereupon the Trustee shall initiate the process to terminate the Trust, provided that Mr. Stanley Britto has attained the age of 45 years; or
       7. **Recommendation of the Beneficiaries**: In the event the office of the Protector is vacant, the Trustee may initiate the process to terminate the Trust based on the Recommendations of the Beneficiaries, subject to the condition that Mr. Stanley Britto must have attained the age of 45 years. It is hereby clarified that such termination shall be subject to the guidelines of the Settlor in her Letter of Wishes or any guidelines of the Initial Trustee.
    3. Notwithstanding anything contemplated in ***Clause 2.6.2 (g)*** and ***2.6.2 (h)*** hereinabove the Trustee shall not initiate process to terminate the Trust contrary to the instructions provided by the Settlor, in this Deed or elsewhere.
    4. 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.
    5. **Taxes and Dues:** Any stamp duty or other government levy (i.e. income/capital gains Tax) prevalent at such time or any other dues that may become payable/due on distribution of the Trust Property to the Beneficiaries or remain outstanding at the time of termination of Trust shall be paid out of the Trust Property. The Trustee shall retain reasonable amounts from and out of the Trust Property to cater to any outstanding or imminent charges or dues towards taxes, duties or any other levies and the distribution to the Beneficiaries would be net of such payments and any existing or contingent liability failing which the same shall be reimbursed to the Trustee by the Beneficiaries.

## Amendment of the Trust Deed

* + 1. This Deed can be amended by the Trustee vide a notarized declaratory Deed of Amendment or once the role of Protector has come into force by a notarized Deed of Amendment executed between the Trustee and the Protector or a representative of Beneficiaries as the case may be.
    2. The process of amendment of this Trust Deed could be initiated by the Trustees at their own instance or once the role of Protector has come into force by the Protector at their own instance or based on recommendation of Beneficiaries. Further, in case of the role of Protector has come into force and the office of the Protector is vacant for any reason then the Beneficiaries could initiate amendment of this Trust Deed by making a Recommendation to the Trustee.
    3. Notwithstanding anything mentioned in this Clause or anywhere in this Deed, only administrative amendments can be made to this Deed unless such an amendment has been initiated by Mr. Mann Joshi or by Mr. Stanley Britto after he has attained the age of 45 years.
    4. It is hereby clarified that 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.
    5. Notwithstanding anything stated in the Trust Deed, it is hereby provided that no amendment shall be made, if such amendment is impractical, illegal or manifestly injurious to the beneficial interest of the Beneficiaries or prejudicial to the objects of the Trust or results in any of the following:
       1. Trust becoming revocable, or,
       2. The Settlor becoming a Beneficiary of the Trust or benefiting directly or indirectly from the Trust Property,
       3. 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.

## Protector

* + 1. The role of the Protector shall come into force if the Trustee is neither a member of the Settlor’s Family or an entity owned or controlled by a member of the Settlor’s Family.
    2. The Settlor hereby wishes to nominate the following individuals named in the order mentioned herein below to be appointed as the “Protector”.
       1. **Mr. Mann Joshi**, having his date of birth on April 1, 1969, having PAN ABCPS1111N , having Aadhar No. 9999 9999 9999, son of Mr. Aiyaz Shaikh and having address at Flat No. 111, 11 floor, A Wing, 2222 avenue, Off S.V. Road, Mumbai - 400012 shall act as the First Protector (herein after referred to as “**First Protector**”). The designated email ID of the First Protector shall be \_\_\_\_\_\_ mann.joshi@example.com\_\_\_\_\_\_\_ and contact no. \_\_\_\_ **+91 98765 43210**.\_\_\_\_\_\_\_\_\_.
       2. During the period of Incapacitation/ Absence or upon resignation or demise of Mr. Mann Joshi, any individual nominated by him shall act as the successor Protector.
       3. During the period of Incapacitation/ Absence or upon resignation or demise of the individualnominated by Mr. Mann Joshi or in case such nominated individual is unavailable Mr. Stanley Britto, having his date of birth on April 2, 1990, having PAN ABCPS2222M , having Aadhar No. 9999 3333 9999, son of Mr. Stanley Britto and having address at Flat No. 111, 11 floor, A Wing, 2222 avenue, Off S.V. Road, Mumbai - 400012 shall act as the successor Protector. The designated email ID of the successor Protector shall be \_\_\_ **stanley.britto@example.com** \_\_\_\_\_\_\_ and contact no. \_\_\_\_\_+ 91 87654 32109\_\_\_\_\_\_\_\_.
       4. During the period of Incapacitation/ Absence or upon resignation or demise of Mr. Stanley Britto, any individual nominated by him shall act as the successor Protector.
       5. During the period of Incapacitation/ Absence or upon resignation or demise or unavailability of the person nominated by Mr. Stanley Britto or he fails to nominate any person as successor Protector, then the eldest Child of Mr. Stanley Britto shall act as the successor Protector. However, in case the eldest Child of Mr. Stanley Britto has not attained the age of 25 years, Mr. Nishant Rao shall act as the successor Protector. It is hereby clarified that Mr. Nishant Rao shall resign as the Protector once, the eldest Child of Mr. Stanley Britto attains the age of 25 years.
    3. The following persons shall have a right to nominate/seek removal of the Protector of the Trust:
       1. The Settlor may provide further nominations of individuals to be appointed as Protector in her Letter of Wishes. In case none of the individuals nominated by the Settlor, are in a position to become Protector, the Settlor may also provide the guidelines for appointment and disqualification criteria for the Protector in her Letter of Wishes to the Trustee; or
       2. The Protector as nominated by the Settlor in this Deed may make nominations of his/her successor in office in case none among the individuals nominated by the Settlor in her Letter of Wishes are available to become Protector and may make an appointment basis the guidelines provided by the Settlor in her Letter of Wishes.
       3. In the event the office of the Protector is vacant, the Trustee acting on the basis of the Recommendation by the Beneficiaries may appoint a Protector. Further the Beneficiaries may make Recommendation for removal of (other than the Protector nominated by the Settlor in this Deed) Protector to the Trustee in case the Protector is disqualified or is acting against the interest of the Beneficiaries. Such appointment/removal of Protector on Recommendation by the Beneficiaries must be based on the guidelines provided in the Letter of Wishes of the Settlor, if any.
    4. Any appointment of Protector under this Deed shall be made by way of a written instrument signed by the Protector and the Trustee in presence of two witnesses and whereas the removal of the Protector shall be made by way of a written intimation issued by the Trustee to the Protector. The copy of such written instrument/intimation shall also be provided to the Protector.
    5. The Trustee will consider the written advice provided by the Protector only so long as such advice is not impractical, illegal or manifestly injurious to the Beneficiaries or prejudicial to the objects of the Trust. Any Consultation with the Protector and his/her advice must be within the framework defined by the Settlor.
    6. Notwithstanding anything stated in this clause, neither an Excluded Person nor an individual not a member of the Family can be a Protector to this Trust.

## Powers and Functions of the Protector

* + 1. The Protector shall exercise the following powers at its own instance or based on Recommendation of the Beneficiaries:
       1. Advise/give Consultations to the Trustee on all matters of the Trust.
       2. Advise/give Consultations on the appointment of auditors, tax consultants, solicitors, portfolio managers, real estate advisors and other professionals as may be hired from time to time by the Trustee.
       3. Oversee the activities of such above mentioned professionals on an annual basis by holding meetings with them.
       4. To seek timely annual reports and information with respect to functioning of the Trust.
       5. Advise/give Consultations in respect of appointment of directors on the board or any representative with regard to shareholding of any unlisted/listed company forming part of Trust Property.
       6. Advise / give Consultations to the Trustee in respect of removal of any of such professionals.
       7. Identify instances and advise the Trustee on the matters concerning distribution of income and gains to the Beneficiaries limited to the then governing distribution guidelines provided by the Settlor in writing in her Letter of Wishes delivered to the Trustee and which have been duly acknowledged by the Trustee.

## Term of the Protector

* + 1. A person appointed as a Protector shall cease to be a ‘Protector’ on the occurrence of any of the following events:
       1. on his/her Incapacitation/ Absence or demise, if Protector is an individual; or
       2. Its non-existence, if Protector is an entity; or
       3. If he/ she/it is Unfit to acts or has been designated as an Excluded Person
       4. If removed in accordance with this Deed; or
       5. On his/her/its resignation. Such resignation shall be effected by giving a 60 (sixty) day written notice of his/her/its intention to resign to the Trustee. The resignation shall take effect as of the date decided by the Trustee.

## Liability of Protector

* + 1. The Protector shall not be liable for any Reasonable Acts undertaken for bona fide purposes by the Protector in accordance with the Trust Deed with due care, caution and conducted with due diligence expected from the Protector. The Protector shall not be liable for any loss to the Trust Property unless such loss shall result from his/her/its actual fraud/illegal or willful misconduct.

# TRUSTEE OF THE TRUST

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

## Name of the Trustee

* + 1. The Initial Trustee of the Trust shall be Mr. Mann Joshi***.***

## Powers and Functions of the Trustee

* + 1. The Trustee shall have the following powers:
       1. Unless otherwise agreed between the Parties and subject to limitation of liability of the Trustee as contained in the Trust Deed, the Trustee shall have sole custody of all the documents related to the Trust including but not limited to the Trust Deed, Letter of Wishes, Title Documents for the Trust Property, accounting records etc. Further the Trustee may hold these documents in its own custody or outsource the custodial function to a specialized service provider.
       2. The Trustee shall discharge statutory liabilities and ensure statutory compliances as applicable to the Trust under the Applicable Laws and intimated by the legal attorneys or professionals appointed by the Settlor or Protector from time to time. It is clarified in this regard that on failure of the Settlor or Protector to inform the compliances to be undertaken by the Trustee, the Trustee shall be entitled to seek services of such legal attorney or professionals as the Trustee may deem fit.
       3. The Trustee shall be entitled in good faith to pay all or any part of duties, fees, taxes, penalties imposed by statutory and/or Government Authorities, costs associated with Trust Property, probate, estate etc. payable in India in respect of the Trust Property. It is abundantly clarified in this regard that the Trustee shall make the aforementioned payments out of the Trust Property. Notwithstanding anything stated in this Trust Deed, 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 power.
       4. 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 such Beneficiary.
       5. The Trustee shall maintain the records and the books of accounts in accordance with the provisions of this Deed and Applicable Laws.
       6. In relation to the Trust Property, the Trustee shall maintain statements which clearly segregate the Trust Corpus from the Trust Income and gains of each year further Trustee shall also ensure segregated distribution of the Trust Property viz., Trust Corpus and Trust Income and gains.
       7. The Trustee in Consultation with the Protector shall have the following powers:
          1. To formalize the appointment of and coordinate with, remove, replace, one or more advisors in the nature of auditors, accountants, portfolio managers, investment advisors, stock brokers, depository participants, bankers, custodians, managers to manage the equity, debt and other marketable securities, manager to manage any other assets forming part of the Trust Property or any other service providers as may be required in the course of set up and operations of the Trust.
          2. To open, maintain and close bank accounts, depository accounts, broking accounts etc. and all such accounts as may be required to hold Trust Property and operate the Trust and to do all such acts, deeds and things and execute all such documents as may be necessary to facilitate smooth operations of the Trust.
          3. Ensuring preparation and maintenance of books of accounts of the Trust, computation of tax liability, and ensure Audit of the accounts of the Trust by a qualified accountant, i.e. Chartered Accountant, and assisting such accountant with the certification of the Trust accounts, further providing mutually agreed periodical updates on the Trust Property, and tax calculations in a manner agreed with the Constituents of the Trust;
          4. To procure PAN and TAN (if applicable), and ensure filing of income tax returns for and on behalf of the Trust based on the tax calculations as per the Trust Structure, further to report the details of the Trust or transaction(s) under the Trust to any regulator or government authority, as may be required under the Applicable Law;
          5. 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 given Beneficiary may derive certain benefit more than the other Beneficiaries;
          6. To take possession of any asset 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 and adherence to the constituent documents of the Trust.
          7. To invest in any immovable property, subject to present or future laws or rules governing investments by a family private trust in such property and completion of due diligence and appraisal of requisite compliances thereof by the legal attorneys or professionals appointed by the Protector from time to time. It is clarified in this regard that on failure of the Protector to conduct the due diligence and inform the compliances to be undertaken by the Trustee, the Trustee shall be entitled to seek services of such legal attorney or professionals as the Trustee may deem fit at a cost which may be recovered from the Trust.
          8. To diversify or to have concentrated portfolio and/or to retain or to otherwise 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. Further to hold Trust Property in form of Liquid Funds pending investment.
          9. To auction, sell, convey, mortgage, encumber, lease, exchange, pledge, partition, subdivide, improve, repair, surrender, abandon or otherwise deal with or dispose of any property owned by the Trust of any character and wherever located.
          10. To provide the Trust Property as security for any loan taken by the Trust or by Beneficiaries of Trust or by entities that are owned by Trust or the Beneficiaries of the Trust.
          11. To borrow money on terms determined beneficial to the Trust by the Trustee from any person or corporation, including any banking corporation or non-banking finance corporation, to pledge or mortgage any Trust Property as security for this indebtedness; and to renew any indebtedness incurred by the Trust.
          12. To give loan to any Beneficiary 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 any distribution or vesting in the Beneficiary at the time of termination of the Trust.
          13. To 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, and to join in any reorganization and to pay amounts called for in connection with shares or securities held by the Trustee.
          14. To nominate individuals to participate in decision making process in any capacity for an on behalf of the Trust in entities which form part of the Trust Property. The individuals nominated by the Trustee shall be absolutely liable for all their acts or omissions as such nominees for and on behalf of the Trust.
          15. To adjust, arbitrate, compromise, litigate, defend, abandon or otherwise deal with and settle any claims in favor of or against the Trust.
          16. To take out, keep valid and surrender any policy of insurance on the life of the 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.
          17. At the instance of the Settlor instructing through Letter of Wishes or otherwise, or of the Protector, as the case may be, to get insurable assets of the Trust insured with a suitable insurance company and to pay all such insurance premiums from the Trust Property.
          18. To deal with any insurance policy so that all monies 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.
          19. 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.
          20. To be a sleeping partner in an unlimited partnership firm or a limited liability partnership firm. The Trustee should not be an active partner under any circumstances in a partnership firm.
       8. The Trustee shall take all decisions regarding the Administration of the Trust. Administration of Trust shall mean and include all the activities as specified in ***Clause 5*** and other such related activities***.***
       9. The Trustee shall keep and shall ensure that its directors, officers, employees and agents keep all transactions, details relating to the Trust and the state of affairs of the Trust confidential except as otherwise compelled to disclose by operation of law. In the event of any breach owing to illegal/unauthorized disclosure(s) under this Clause by the Trustee, Trustee’s directors, officers and employees, the Trustee undertakes to indemnify the 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:
          1. Disclosures mandated through the order of a statutory, regulatory or judicial authority.
          2. Information available to the Trustee, its directors, officers, employees and agents through authorized parties with no obligation of confidentiality.
          3. Information available in public domain.

## Change of Trustee

* + 1. Resignation by the Trustee: The Trustee may resign from the office of the Trustee at any time by giving not less than 60 days’ notice to the Protector.
    2. Notwithstanding anything mentioned in ***Clause 3.3.1,*** 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 Protector and in the Absence thereof to the Beneficiaries.

* + 1. In the event Mr. Mann Joshi ceases to be the Trustee for any reason whatsoever, the following persons shall be considered for appointment as Trustee of the Trust in the order given below:
       1. Person(s) nominated by Mr. Mann Joshi. It is hereby clarified that after the tenure of Mr. Mann Joshi as the Initial Trustee, the nominations made by him cannot be changed;
       2. Mr. Stanley Britto;
       3. Person(s) nominated by Mr. Stanley Britto;
       4. In case Mr. Stanley Britto fails to appoint the Successor Trustee, then the eldest Child of Mr. Stanley Britto shall act as the Trustee if he/she has attained the age of 25 years old. However, in case the eldest Child of Mr. Stanley Britto has not attained the age of 25 years, Mr. Nishant Rao shall act as the Trustee. It is hereby clarified that Mr. Nishant Rao shall resign as the Trustee once, the eldest Child of Mr. Stanley Britto attains the age of 25 years.
    2. A Trustee (not being the Initial Trustee and Mr. Stanley Britto in his capacity as the Trustee) may be removed, and/or a Successor Trustee or Additional Trustee may be appointed in place of the Outgoing Trustee by:
       1. The Initial Trustee at his discretion may appoint or remove a Trustee. The Initial Trustee i.e., Mr. Mann Joshi shall have the right to remove any Successor or Additional Trustee appointed by the Settlor or himself. It is hereby clarified that after the tenure of Mr. Mann Joshi as the Initial Trustee, the nominations made by him cannot be changed; or
       2. In the event the aforesaid nominations fail, then the Successor Trustee shall be appointed by the Recommendation of the Beneficiaries. Such appointment of Trustee by the Beneficiaries shall be based on the Letter of Wishes of the Settlor delivered to the Trustee and which has been duly acknowledged by the Trustee.
       3. The Beneficiaries by giving a written notice of not less than 60 working days may remove the Successor/Additional Trustee incase such Trustee is disqualified to act as Trustee on account of being Unfit or being deemed an Excluded Person. Such removal of Trustee by the Beneficiaries shall be based on the Letter of Wishes of the Settlor delivered to the Trustee and which has been duly acknowledged by the Trustee.
    3. Notwithstanding what is stated hereinabove no Excluded Person shall be appointed as the Trustee to this Trust.
    4. The Additional/Successor Trustee(s) to the Trust may be individuals or a Corporate Trustee.
    5. The Outgoing Trustee and the Successor Trustee shall execute a Deed of Handover in the presence of two witnesses in order to record transfer of all the Trust documents along with all the rights and functions of the Outgoing Trustee, and 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.
    6. The appointment of Additional Trustee/Successor Trustee does not in any way reduce, diminish or render void any of the powers, functions of the existing Trustee and fiduciary discharge of the Outgoing Trustee as the case may be, unless specifically altered by the Protector/ Beneficiaries, as the case may be.
    7. A Successor Trustee will provide his/her/its written acceptance to serve as Trustee of the Trust. Failing a timely appointment within 60 days in either situations viz. ***Clause 3.3.1*** or ***Clause 3.3.4*** above, the Outgoing Trustee may itself appoint a Successor Trustee.
    8. The Trustee and its/their directors and officers shall continue to have the benefit of the exculpation and indemnity provisions granted under this Trust Deed and under Section 30 of the Indian Trusts Act, 1882 notwithstanding its termination or its/their vacating office.
    9. References to the Trustee include Successor Trustee/ Additional Trustee unless the context requires otherwise. The Successor Trustee may be Corporate 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/Outgoing Trustee. The Additional Trustee shall jointly acquire with the Initial Trustee all of the title, powers, discretion and obligations of the Initial Trustee unless otherwise provided in the document appointing the Additional Trustee.
    10. Each Trustee shall be responsible only for its/his/her acts or omissions in breach of the Trust. A Successor Trustee shall not be liable for the acts or defaults of Initial/existing/Outgoing Trustee.
    11. A Successor Trustee shall neither be 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 functions without protest or exception shall not be considered an acceptance, ratification or approval of the Initial/existing/Outgoing Trustee’s actions.
    12. 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 till the effective date as mentioned in the Deed of Handover in ***Clause 3.3.7***. Similarly, the Outgoing Trustee shall cease to be responsible upon making all the properties forming a part of the Trust Property available to the Successor Trustee and in any case the effective date mentioned in the said Deed of Handover in ***Clause 3.3.7***.
    13. 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 its/his/her possession.

## Trusteeship Fees

* + 1. The annual trusteeship fee shall be charged by the Trustee as mutually agreed between the Settlor and the Trustee at the time of settlement of the Trust and thereafter, the fees shall be revised as mutually agreed upon between the Protector and the Trustee or any other person who is appointing the Additional/Successor Trustee and the Trustee being appointed as the case may be. Such fees shall be payable quarterly and would be recovered from the Trust Property.

## Liability of Trustee

* + 1. The Trustee shall not be liable for any Reasonable Acts undertaken for bona fide purposes in accordance with the Trust Deed, conducted with due care, caution and diligence.
    2. The Trustee shall not be held liable for any acts and deeds of the Settlor prior to formation of the Trust. The Trustee is solely acting on the information furnished to them at the time of execution of this Deed and therefore 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 its/ their fiduciary responsibility.
    3. The Trustee shall have authority over the Trust Property as received by the Trustee. The Trustee shall not be liable or responsible for acts or omissions of a person appointed on directions/Consultations/Recommendations of the Settlor/Protector/ Beneficiary. Further, the Trustee shall not be liable for deficiency or insufficiency in the value of any Trust Property deposited or placed with or acted upon basis the advice received from such other person or otherwise for any loss.
    4. The Trustee shall be accountable only in a fiduciary capacity to the extent the properties transferred/devolved are free of charges and Encumbrances of any nature. Any consequent reduction in the Trust Property on account of any charges/lien/Encumbrances shall not be held against the Trustee and shall be borne by the Trust Property or Beneficiaries.
    5. The Trustee and its/their directors and officers shall be absolutely protected from liability in acting or relying upon written directions or upon legal or other expert advice or in respect of any loss to the Trust Property that results directly or indirectly from any investment, purchase, sale or transfer effected by the auditor/portfolio manager/ investment advisors/ stock brokers/ depository participants and Protector/Beneficiaries (as the case may be). The Settlor hereby personally covenants to indemnify and keep indemnified the Trustee and its/their directors and officers against all and any such costs, expenses or damages resulting from acting upon written directions/advise or the acts or omissions of the auditor/portfolio manager / investment advisors/ stock brokers/ depository participants / other service providers.
    6. The Trustee and its/their directors and officers shall not be liable for any loss to the Trust Property unless such loss shall result from its/their actual fraud or willful misconduct.
    7. The Trustee shall be further indemnified out of the Trust Property against all and any losses, liabilities, claims, proceedings and expenses suffered or incurred in connection with this Trust unless resulting from its / their actual fraud or willful misconduct on the part of the Trustee.
    8. The Trustee shall further be indemnified for all actions undertaken on the basis of communication by the Settlor or the Protector or Beneficiaries using their respective designated E-Mail IDs as per ***Clause 5.3.***
    9. The Trustee shall not incur any liability arising out of any bond or other security that it may have furnished as Trustee to the Trust.
    10. The Trustee shall not be liable for any loss caused either to the Settlor and/or to the Beneficiaries resulting from the termination of the Trust in case there is any statutory or governmental clarification or order making the existence or execution of the Trust illegal or unlawful.

* + 1. In the event of termination as contemplated in the foregoing sub-clause, any stamp duty or other government levy (i.e. income/capital gains Tax) prevalent at such time that may become payable on such distribution of the Trust Property to the Beneficiaries, shall be reimbursed to the Trustee by the Beneficiaries or the distribution to them would be net of such payments.
    2. The Trustee shall be responsible for all procedural, legal and statutory compliances as contemplated in this Deed read together with any other document defining the scope of services of the Trustee.
    3. The Trustee shall not be accountable or liable to any person interested in the Trust for the manner in which it exercises its tax payment responsibilities and discretions in good faith. The judgment of the Trustee with respect to these matters shall be binding and conclusive upon all persons interested in the Trust.
    4. The liability of the Trustee, if any shall be limited to the extent of fees charged by them as Trustee, provided that in the event of any loss arising from actions of actual fraud or willful misconduct on the part of Trustee, their liability would be limited to the extent as may be determined by the Court of Law or the arbitrator as the case may be.
    5. In the event Trustee engages professionals to appear before the Government or any regulatory body representing the interest of the Trust, the Trustee shall not be held liable for any misconduct on part of professionals who represent the interest of the Trust before any Government or regulatory body.
    6. The Trustee shall not be liable for the activities relating to selling/purchasing/transferring/management/administration/maintenance of any immovable property forming part of Trust Property provided such activity is undertaken as per the instructions of the Settlor or the advice of the Protector or by any other Constituent of the Trust or agents appointed by such Constituents as provided by this Trust Deed.

* + 1. The Trustee shall not be liable for any decision made or any omission or commission undertaken by a Constituent of the Trust or by an authorised personnel appointed in consultation with such Constituent relating to any corporate or business entity forming part of Trust Property.
    2. Without prejudice to and notwithstanding the provisions of ***Clause 3.5.15, 3.5.16 and 3.5.17*** in the matters relating to acquisition, disposal and Encumbrance of Trust Property other than the portfolio assets, the Trustee shall be entitled but not be bound to seek a deed of indemnification from the Settlor or Protector or any other Constituents advising the Trustee as per the provisions of this Deed, indemnifying the Trustee in respect of the propriety of such acquisition, disposal or Encumbrance of the Trust Property from any claims or any liabilities arising from the claims of the Beneficiaries of this Trust or any other third party.
    3. Trustee shall not be liable for any consequences arising out of any breach of trust or any act or omission on the part of/attributable to the Protector or Beneficiaries or any third- party service provider.
    4. The Outgoing Trustee shall have the power to retain portion of the Trust Property towards any possible Encumbrances, liabilities or dues contemplated herein above or of any kind whatsoever.

# BENEFICIARIES OF THE TRUST

## Names of the Beneficiaries

* + 1. The Beneficiaries to the Trust are set out in***Schedule II, Part I, Table A*** herein. The term Beneficiaries shall also include such persons as referred to in ***Clause 1.3*** and shall specifically exclude Excluded Persons.

## Distributions to the Beneficiaries

* + 1. All distributions to the Beneficiaries shall be made by the Trustee at their discretion and in accordance with the provisions of this Deed, the Letter of Wishes provided by the Settlor to the Trustee in writing and as per further Consultation with the Protector.
    2. The recipient of any beneficial interest or power of appointment may disclaim such beneficial interest in whole or in part or for a particular period/year, as deemed fit by such recipient. In addition to any other method of disclaimer recognized by law, the recipient may disclaim beneficial interest by delivering to the Trustee a notarized document declaring the recipient's intention to so disclaim or release.

* + 1. If any distribution made under this Deed fails due to Incapacity of a Beneficiary in terms of provisions the Trust Deed, such distribution that would have vested in such a Beneficiary may be held by the Trustee under a special arrangement.
    2. Notwithstanding Section 20 of the Indian Trusts Act, 1882, the monies for a Financial Year which were not distributed, or disclaimed under ***Clause 4.2.2*** or distribution of monies which failed due to regulatory limitation on capacity of the Beneficiary to receive a distribution, disqualifying such a Beneficiary from receiving a distribution entirely or partially would be held as Trust Property.
    3. It is hereby clarified that the Trustee shall ensure segregated maintenance and distribution of the Trust Property viz., Trust Corpus and Trust Income.

## Rights of the Beneficiaries

* + 1. In addition to the right mentioned under ***Clause 4.2.2*** above, the Beneficiaries shall have the right to make Recommendations under this Deed in matters stated below at all times.:
       1. **Modify the Trust Deed:** The Beneficiaries may provide written Recommendation to the Trustee to modify this Deed in consonance with ***Clause 2.7***
       2. **Terminate the Trust:** The Beneficiaries may make Recommendations for termination of the Trust in consonance with ***Clause 2.6.***
       3. **Appointment/removal/addition of the Trustee:** The Beneficiaries may give written Recommendation to include/remove/add Trustee as specified in ***Clause 3.3.4 (b)*** and ***Clause 3.3.4 (c)***.
       4. **Appointment/ Removal of the Protector:**  The Beneficiaries may appoint or remove the Protector as per provisions contained in ***Clause 2.8.3 .***
       5. **Decision making pertaining to Trust Operations:** In the event the office of the Protector is vacant,the Beneficiaries may give written Recommendation to the Trustees in respect of matters pertaining to operations of the Trust in general.
    2. Notwithstanding anything stated hereinabove the Trustee or the Protector, as the case may be, may 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

* + 1. 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:
          1. 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;
          2. 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.
          3. costs incurred towards ensuring compliances and management and custody of documents in respect of the Trust and Trust Property;
          4. costs incurred towards execution and operation of arrangements concerning portfolio management, investment management or management of the Trust Property.
          5. 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.
          6. costs incurred towards disposal or creation of an Encumbrance of any kind and liaisoning with respect to the Trust Property.
          7. costs incurred towards coordination and other activities at the time of lodging a claim or defending or representing the interest of the Trust.
          8. 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.
       2. Reimbursement of any payment made in respect of bona fide liability or obligation of the Trust;
       3. 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;
       4. 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;
       5. 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;
       6. 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;
       7. All and any cost associated with sale, purchase, transfer, management, administration and maintenance of the Trust Property;
       8. All and any cost associated with holding of Trust Property vested in beneficiary under a special arrangement;
       9. 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;
       10. 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;
    2. 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. The Trustee shall retain such records for a minimum period of eight (8) years or such further period, as may be statutorily required and/or 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, the Protector 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 a duly 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.
       3. The Financial Year of the Trust shall end on 31st March each year or on such other date as may be prescribed by the appropriate Authority.

## Written Instruments and Communications

* + 1. All communications from the Settlor, advice of the Protector or Recommendation of Beneficiaries under this Deed, shall be communicated only in writing or through Email from a designated Email ID of the Settlor, Protector or the Beneficiary as the case may be, which has been registered with the Trustee in writing. The written signed communication shall always be addressed to the Trustee and shall not be considered as having been effected until actual receipt of such written signed communication or Email by the Trustee. Further, any communication received via any other authenticated mode, approved by Trustees, shall require a validation in writing from a registered email ID or a written communication by the Settlor/Protector/Beneficiaries.
    2. Communication by the Trustee to the Settlor/ Beneficiary / Protector shall be sent to such address or designated Email ID of the Settlor or respective Protector/Beneficiary as may be recorded by way of written signed communication addressed to the Trustee for this purpose and shall be deemed to be delivered on receipt of Email confirmation/written signed acknowledgment of the same from the Settlor or the said Protector/Beneficiary. The Settlor or the respective Protector/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:

* 1. The Settlor hereby represents, warrants, confirms and undertakes that:
     + 1. Her Will shall be suitably amended so as not to conflict or defeat the provisions and intent of this Deed.
       2. 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.
       3. None of the following events has occurred or is subsisting:
          1. An application to a Court for an order, or the making of any order, that she can be declared insolvent or any of her assets have been placed in bankruptcy.
          2. 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.
          3. Any other event or condition, which could have an adverse impact on the Trust Properties or settlement of this Trust.
       4. She has read and understood the provisions contained in this Deed and agrees and undertakes to abide by the same unconditionally.
       5. She is not a party to or otherwise bound by any agreement which would in any way affect the performance of her obligations under this Deed and there are no existing or threatened actions or proceedings against her which, if decided against her, would have adverse effect on the Trust Properties or on her ability to perform any obligations under this Deed.
       6. 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 amended 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, (if permissible under Applicable Law) as per ***Clause 7.3***.
  3. If permitted under Applicable Law, 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, which are subject matter of Arbitration, 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.
  5. This Agreement shall be governed by and construed in accordance with Indian law. The place of Arbitration shall be at Mumbai. The language to be used in the Arbitration Proceedings shall be English. Subject to the above, the Parties shall submit to the jurisdiction of the courts at Mumbai to the exclusion of all other courts.
  6. The award passed by the sole arbitrator shall be final and binding on both the Parties.
  7. If the arbitration is not permitted by Applicable Law, then the courts at Mumbai, India, shall have exclusive jurisdiction to deal with the disputes, controversies and differences arising between the Parties and/or with any of the constituents like the Beneficiaries of the Trust in relation to this Trust Deed or interpretation thereof.

**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 | ) |  |  |
| **Ms. Priyanka Parikh**    **And**    By within named Trustee  **Mr. Mann Joshi** | )        )  ) |  |  |
|  |  |  |  |
| **In the presence of** | ) |  |  |
| **WITNESS 1** | ) |  |  |
| **Name:** Mr. Ramesh Gupta  **Address:** 124 Karol Bagh, New Delhi 110005 | )  )  ) |  |  |
| **WITNESS 2** | ) |  |  |
| **Name:** Mr. \_ Suresh Mehra\_\_\_\_\_\_\_\_\_\_\_\_  **Address:**  \_ 56 Defence Colony, New Delhi 110024\_\_\_\_\_\_\_\_\_\_\_\_ | )  )  ) |  |  |
|  |  |  |  |

# SCHEDULE I: Objects of the Trust

1. To give effect to the intention of the Settlor to arrange the Family affairs and consolidation of Family wealth as well as to ensure peace and security of the Family, avoiding litigation and saving Family’s honor and settle conflicting interests within the Family.
2. To ensure effective succession planning and intergenerational transfer of Trust Property for the benefit of the Beneficiaries.
3. To provide for medical, educational, travel, and other financial and non- financial needs of Beneficiaries.
4. To provide for consolidation and protection of assets settled or received by the Trust for the benefit of the Beneficiaries.
5. 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

1. The term Beneficiaries shall mean and include the following person:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **TABLE A – PRIMARY BENEFICIARIES** | | | | | |
| **Sr. No** | **Name of the Primary Beneficiary** | **Date of Birth** | **Aadhaar No.** | **PAN** | **Relationship with Settlor** |
|  | Mr. Mann Joshi | April 1, 1969 | 9999 9999 9999 | ABCPS1111N | Spouse |
|  | Mr. Stanley Britto | April 2, 1990 | 9999 3333 9999 | ABCPS2222M | Son |
|  | Future Lineal Descendants of Mr. Stanley Britto | n/a | n/a | n/a | Future heirs |

## PART II: Distribution during the Term of Trust

1. Distributions may be made to Beneficiaries under ***Schedule II, Part I, Table A***, hereinabove, in proportion as per Trustee’s discretion basis Consultation with the Protector, as per the guidelines provided by the Settlor in her Letter of Wishes to the Trustee.
2. Further distributions may be made to meet travel, medical, educational, marriage, welfare, maintenance and other expenses and objectives as mentioned in ***Schedule I*** of this Deed and as per the laws prevalent and also as per Trustee’s discretion basis Consultation with the Protector which shall be as per the guidelines provided by the Settlor in her Letter of Wishes to the Trustee. These expenses may be paid either directly to the Beneficiaries or 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, liabilities (existing and contingent), however at all times the distribution shall first be made out of Trust Income and thereafter out of the Trust Corpus etc.

## PART III: Distribution at the Time of Termination of Trust

1. Upon termination of the Trust, the Trustee basis the advice of the Protector which shall be as per the guidelines provided by the Settlor in her Letter of Wishes to 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 including Beneficiaries named in of ***Schedule II, Part I, Table A*** which are existing at the time of termination.
2. In the event of there being a Beneficiary who is an Incapacitated / 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 or recovery from such Incapacitation by such Incapacitated Beneficiary.

## PART IV: Distribution in the Event None of the Beneficiaries are in Existence

In case of absence or nonexistence of all of the Beneficiaries named in ***Schedule II, Part I, Table A***, then the Trustee shall make distributions from the Trust Property as specified by the Settlor in her Letter of Wishes.