ADOPTION WITH A SETTLEMENT OF PROPERTY OF ADOPTING PARTY

THIS AGREEMENT made at (Bombay………) this day of ............ 20...........between A…………. S/o..................... resident of......................... (hereinafter referred to as the Party No.1) of One Part and B…………. S/o.........................resident of......................... (hereinafter referred to as the Party No. 2) of the Other Part.

WHEREAS

1. The Party No. 2 has no son, son's son or son's son's son living and is desirous of adopting a boy as his son.

2. The Party No. 2 has approached the Party No. 1, who has three sons and two daughters to give one of his sons in adoption to him and he has agreed to give his son C (hereinafter referred to as the adopted child), in adoption upon the terms hereinafter contained.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Party No. 2 will adopt C…………, as his son and he will be responsible for the maintenance and education of the adopted child and he will not lay any claim against the Party No. 1 for expenses incurred by him for the maintenance and education of the adopted son.

2. The Party No. 2 hereby agrees to settle his property hereinafter mentioned in the Schedule hereto (hereinafter referred to as the said property), and until such settlement, he shall hold the said property as trustee.

3. The said property shall be settled upon the following trusts:

1. Upon trust to pay the income thereof to the Party No. 2 and his survivor or survivors, during the minority of the adopted child.
2. If the parents of the adopted child or either of them or any other person or persons claiming under them, interfere in the reasonable discretion of the Party No. 2 or his survivor or survivors relating to the maintenance and education of the adopted child or removes the adopted child from the custody of the Party No. 2 or his survivor or survivors, then and in such case upon trust to pay and transfer the said property to the Party No. 2 or his legal heirs or legal representatives absolutely.
3. If the adopted child remains in the custody of the Party No. 2 and the parents of the adopted child or either of them or other person or persons claiming under them do not interfere in the reasonable discretion of the Party No. 2 or his survivor or survivors, then and in such case upon the adopted child attaining majority, the said property shall be held upon the trust to pay the income thereof to the adopted child during his life.
4. After the death of the adopted child, the property shall be held upon trusts for the children of the adopted child and if the adopted child dies without leaving any issue, for such purposes as the adopted child, Party No. 1and Party No. 2 by deed jointly decide

4.The Party No. 1 and his wife shall have access to the adopted child at all times.

IN WITNESS THEREOF the parties hereto have signed this agreement on the date and year first above written.

WITNESSES

1. Signed and delivered by the within named A, etc.

2. Signed and delivered by the within named B, etc.