**TRUST DEED FOR ESTABLISHING A TEMPLE**

THIS TRUST Deed made at ………..the ………..day of ..................20………..between A, son of ………..resident of……….. (hereinafter called the Donor) of the ONE PART ………..and Shri B, son of ………..resident of ………..and Shri C, son of ………..resident of………..(hereinafter called the Trustees) of the OTHER PART.

WHEREAS the donor is entitled to and otherwise seized of the plot of land more particularly described in the Schedule hereto.

AND WHEREAS the donor is desirous to establish a temple and the trustees have agreed to act as members of the Committee of Management of the said temple and to establish the temple by the money to be provided by the Donor and to maintain and manage the puja and festivals to be conducted in the said temple.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the premises, the Donor hereby conveys and grant………..transfers unto the trustees all that piece of land bearing plot No.........................Survey No . ………..situate, lying and being at village ………..Taluka ………..District ………..and………..more particularly described in the Schedule hereto and delineated by All estate red coloured boundary line on the plan annexed hereto, together with clause rights, trees, yards, buildings, out buildings, easement, privileges attached to or appurtenant to the same and all the rights, title and interest of the donor therein and the donor has also paid Rs..................to the trustees to hold the same unto and for the use of the trustees free from encumbrances upon trust, to permit the same and all the building or buildings that may be erected thereon to be used as a temple subject to rules and regulations as shall be for the time being in force for the management thereof and subject also to the following provisions:

(2) The objects of the trust are

(a) to construct a Hindu temple and install the Hindu deities of Lakshmi, Saraswati and Gaytri for worship;

(b) to permit all Hindus to worship in the said temple of the said deities;

(c) to celebrate festivals on the occasion of navratri every year;

(d) to develop, propagate and encourage the Hindu philosophy and to protect the interests of Hindus;

(e) to all other acts necessary and conducive to the attainment of the above objects.

(3) The trustees will construct a temple by the money provided by the donor on the land mentioned in Schedule hereto in accordance with the plan annexed at Annexure. The trustees will install the deities of Goddess Lakshmi, Saraswati and Gaytiri in the said temple in accordance with the ceremony prescribed by the Hindu Shastras. The trustees will allow Hindus of all castes and creeds in the temple for worship.

(4) The trustees will be authorised to engage and employ such priests as they think fit for performance of puja and celebration of annual festival in the temple on such salaries or otherwise as they think fit and to suspend and remove them and appoint others in their place to perform puja, etc. The trustees will also be authorised to engage other employees for other miscellaneous works of the temple.

(5) The expenses for maintenance of temple, performance of pooja, celebration of annual festival, payment of salaries of priests, and other servants and other necessary expenses of the temple will be defrayed out of the income of the temple. If the income of the temple is not sufficient, the trustees can defray such expenses out of the corpus of the trust fund. The Trustees may also borrow money for the necessary expenses or purposes on the security of the trust property except the temple. If some money remains surplus, the same will be invested in the securities, as the trustees deem fit.

(6) If any of the trustees becomes bankrupt, insolvent, insane orfound guilty of an offence involving moral turpitude or goes out of Indiafor a period exceeding three months or resigns from his office orotherwise incapacitated, the new trustee will be appointed by the of now remaining trustee with the consent of the donor during his life time.

(7) The management and control of the trust property shall be vested in the trustees.

(8) The matters relating to the trust will be decided by the decision of the majority of the trustees, but the trustees will not be personally liable for any loss to the trust property by their decision, unless they are found guilty of fraud.

(9) In case of failure of the trust for want of its object or trust having become impossible of performance due to any reason, the trustees will apply to the Court for applying the trust funds for similar objects.

(10) This trust is a public charitable trust and its property will not be reverted back to the donor or his descendants or any other person.

(11) In case any property belonging to the trust is acquired or requisitioned for public purposes, the compensation received shall be invested by the trustees in such securities as they deem fit.

(12) The trustees will keep proper accounts of all income and expenses of the trust property and deposit all moneys offered to the deities every week in a bank account. The box in which offerings will be made by the worshippers will be locked and sealed and shall be opened every week by the head priest of the temple in the presence of one trustee, who will sign the register of offerings kept by the trustees.

(13) The fund of the trust, including corpus and income of the trust shall not be utilised for any other purpose, than that of the trust hereby created.

(14) The approximate value of the property dedicated and comprising the trust estate is Rs . ………..

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

The Schedule above referred to

Annexure

 WITNESSES

1 Signed and delivered by the within named Donor *A*

2 Signed and delivered by the within named Trustees B

3. and C