


☐

I'm not robot


reCAPTCHA

Continue

Temple trust deed format in tamil

Trust deed format in english word. Temple trust registration procedure. Temple trust deed format in tamil pdf. Temple trust rules. Temple trust registration process.

DEED OF TRUST

THIS DEED OF PUBLIC TRUST is made at New Delhi on this the September 11th day of Two Thousand and Three BETWEEN National Bank for Agriculture and Rural Development, a corporation established by National Bank for Agriculture and Rural Development Act, 1981 having Head Office at C-24, 'G' Block, Bandra Kurla Complex, P.O.No.4121, Bandra (East) Mumbai-400051 through its authorized official Shri Gopal Krishna Agrawal, Executive Director, NABARD as the "SETTLOR" (hereinafter referred to as NABARD) (which expression shall unless it is repugnant to the meaning or context thereof would mean and include its successors and assigns) of the ONE PART; AND

(1) Shri L.V. Sapharishi, S/O Late Shri L.K. Vaidhyananthan, aged 58 years, and residing at M-88, second floor, Greater Kailash, New Delhi, being the Additional Secretary of the Department of Commerce.

(2) Shri S.K. Asara, S/O Shri G.L. Asara, aged 55 years, and residing at C-II / 64, Bapa Nagar, New Delhi-110 003 being the ASIFA, of the Department of Commerce.

(3) Shri Sahir Kumar Mitra, S/O Shri Brajendra Nandan Mitra, aged 50 years, and residing at B-18-19, Krishna Vikas Sadan, Veer Savarkar Marg, Dadar (W), Mumbai-400 028, being the Executive Director of the NABARD.

(4) Shri N. Seirivasan, S/O Shri S. Narasimhan, aged 49 years, and residing at A6.22, NABARD Park, S.V. Road, Santacruz (W), Mumbai 400 054, being the Chief General Manager of the NABARD.

(5) Shri P.K. Dash S/O Shri S.Dash, aged 49 years, and residing at A31, Asiad Village Complex, New Delhi-110 049, being the Chief Executive Officer of the Price Stabilisation Fund, Department of Commerce,

(Hereinafter referred to as "The Trustees"), which expression shall unless it is repugnant to the meaning or context thereof would mean and include the Trustee or Trustees appointed from time to time or survivor or survivors of them, of the OTHER PART".

WHEREAS:

1. Department of Commerce, Government of India (hereinafter referred to as the Central Government) is deeply concerned with the problems faced by the farmers/growers of coffee, tea, rubber, tobacco due to continued poor realization of price and other problems in production and marketing of these commodities and has proposed to establish a Fund by way of public trust to sort out their problems.

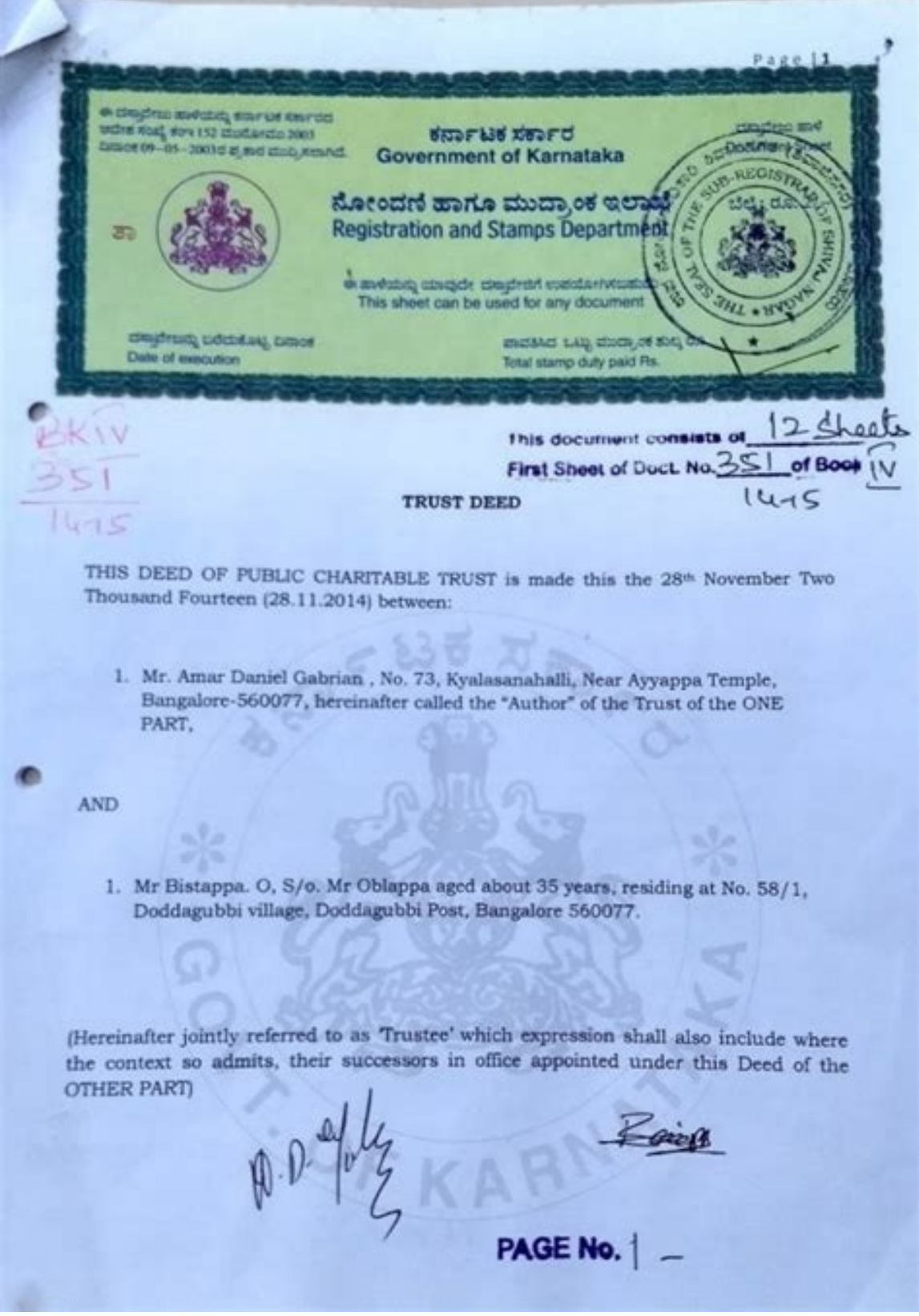
2. Accordingly, in pursuant to the decision of the Central Government, Department of Commerce has formulated a Scheme to be known as the "Price Stabilisation Fund Scheme" (hereinafter referred to as PSF Scheme).

3. As per the said Scheme, a corpus of Rs.500 crore will be kept in public account of Government of India and the interest thereon will be released to the Trust Fund being established by NABARD for operationalizing the scheme.

4. In pursuance of the decision of the Central Government, NABARD is desirous of establishing as SETTLOR, a Trust to be known as the "Price Stabilisation Fund Trust" by way of public trust with the Fund agreed to be released to it from time to time by the Central Government under the said Scheme to administer

Rules and regulations of temple trust.

You're Reading a Free Preview Pages 4 to 5 are not shown in this preview. TRUST DEED FOR ESTABLISHMENT OF A TEMPLE THIS TRUST DEED is made between Sh. _____ s/o Sh. _____ r/o _____ hereinafter referred to as "the Donor" of the one partAND Sh. _____, Sh. _____, and Sh. _____ (hereinafter referred to as "the trustees," which expression shall include the trustee or trustees for the time being) of the other part.WHEREAS the founder is desirous of establishing a Hindu temple for worship and for promoting and encouraging Hindu culture and philosophy and for the said purpose proposes to provide a plot of land located at _____ more specifically stated in the schedule enclosed hereto and also to settle a sum of Rs. _____ on trust to the trustees for building of temple at the said plot of land.NOW THIS DEED WITNESSETH AS FOLLOWS:1. Per his desire, the Donor hereby transfers, assigns and convey, ALL that land stated in schedule I enclosed hereto and sum of Rs. _____ for establishing a Hindu temple for worship and for promoting and encouraging of Hindu culture and philosophy. 2. The trustees shall use the money as laid by the donor for building a temple on the said plot of land as per the plan given in schedule II enclosed hereto and on completion of the said temple the deities of _____ shall be installed thereon according to Hindu rites/ceremonies. 3. The trustees shall be empowered in appointing/removing such no. of priests for doing Puja and for celebrating festivals and other employees for the maintenance and upkeep of the temple as deemed fit.4. The expenditure temple and expenditure on celebrating festivals shall be met out of the income of the temple i.e. donation/money offered to the deities. It is deficient, the expenditure can satisfied out of corpus of trust fund. If found surplus, the Trustees shall be empowered in investing such surplus funds in securities/bonds as deemed fit. 5. The trustees be empowered in borrowing money for the expenditure of temple against security of the trust property excepting temple.6. The trustees shall keep a proper accounts books for donation/money offered to deities and for on expenditure spent on different accounts, daily. The trustees shall get the accounts audited by a Chartered Accountant as per enactments of Income Tax Act.7. Only majority decision of trustees will adjudge matters of trust.8. If vacancy falls among the trustees owing to death or resignation or incapability of any trustee or otherwise the donor shall select other trustee for fill up the vacancy and the donor is dead, the remaining trustees shall make the selection.9. The trust shall be a public charitable trust and the trust fund shall in no case revert to the donor of the trust or any of his descendants or to any other person.10. The trust fund shall not be used for any other object excepting those for which the trust has been made.IN WITNESS WHERE OF, the parties hereunto have signed this Date Create professional-looking quotes and collaborate on quote preparation with your team members with our Quoting Software. This Deed of Trust (the "Trust Deed") sets out the terms and conditions upon which settlor name (the "Settlor"), of settlor address, settles that property set out in Schedule A (the "Property") upon trustee name (the "Trustee"), being a company duly registered under the laws of [State] with the registered number and having its registered address at registered address (together, the "Parties") establishing a trust. A trust is a formal arrangement where property is transferred from a settlor to a trustee who has full control over that property but must hold it for the benefit of beneficiaries. This trust deed template is suitable for a discretionary trust, where the trustee has full control over the assets of the trust and has no obligation to return the funds to the settlor and the settlor cannot influence the trustee in any way. The trustee's obligations under discretionary trusts are likely to be enforceable in courts (at least in common law countries like the US and UK) but this is a complicated and sophisticated legal arrangement which cannot easily be undone. If you want to transfer property to someone else's name but still keep control of the property you should use a declaration of trust instead (also known as a nominee declaration or mandatory declaration). Unlike companies, trusts generally do not need to be registered.



Because of this the trust deed is often the only evidence of the arrangement and so is generally executed in several copies which can be kept by the trustee, the settlor and the family lawyer to keep them safe from fire, loss and natural disaster. Finally the setting up of a trust may have serious tax consequences and we strongly suggest you take advice before executing this deed of trust template. WHEREAS, the Settlor is the owner of the Property set in Schedule A. WHEREAS, the Settlor wishes to settle on the Trustee that Property set out in Schedule A for the benefit of those beneficiaries set out in Schedule B. WHEREAS, the Trustee for his part is willing to accept the Property set out in Schedule A on trust for the beneficiaries set out in Schedule B and to hold the Trust Fund for their benefit. In this sample trust deed the "Settlor" is the person setting up the trust and the "Trustee" is the person who will administer the trust property. The Beneficiaries are listed later (in Schedule B). Both the settlor and trustee may be either natural persons or legal persons (like a company). NOW, THEREFORE, IT IS HEREBY AGREED as follows: 1. DEFINITIONS In this Trust Deed the following terms shall be defined: 1.1 "Trust" shall mean the trust created by this Trust Deed and named in clause 3.1.2 "Property" shall mean that property set out in Schedule A. 1.3 "Trust Fund" shall mean that Property set out in Schedule A as well as any and all additional settlements which may be made from time to time as well as any and all income of any sort whatsoever earned by or as a result of the trust Property and any additional settlements. 1.4 "Beneficiary", "Beneficiaries" shall both mean those persons listed in Schedule B as Beneficiaries of the Trust as well as any persons subsequently nominate as Beneficiaries by the Trustee pursuant to those powers set out in Clause 7. 1.5 "Excluded Person", "Excluded Persons" shall both mean any person excluded from benefit under the trust listed in Schedule C as well as any other person who may be subsequently nominated by the Trustee as an Excluded Persons under the powers in Clause 8. 1.6 Unless it is evident from the context and having regards to the generality of this Trust Deed that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa, words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa. 1.7 The heading names in the Trust Deed are provided as reference only and do not form part of the Trust Deed. 1.8 The Trust Deed or declarations may be executed in both English and other languages. If there is a conflict between this Trust Deed in its various translations the English version shall prevail. 1.9 This Trust Deed may be executed either in one original or in counterpart. 1.10 The terms of this Trust Deed shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of this Trust Deed.2. TRANSFER OF PROPERTY The Settlor hereby conveys, transfers and assigns the Property to the Trustee to be held on trust on such terms as are set out in this Trust Deed. The Trustee hereby acknowledges receipt of the Property and consents to the terms of the Trust Deed and admits and acknowledges that they are holding the Property in trust on the terms as set out in this Trust Deed. The Trustee is also expressly authorised to receive further property in the future from the Settlor or from any other person and to add this new property to the Trust Fund. 3. TRUST NAME This Trust shall be known as [Trust.Name]. Trusts usually have names such as "The ABC Trust" or "The ABC Settlement" or "The Jones Family Trust." 4. PROPER LAW This Trust is established under the laws of [Law] and the Trustee shall have the power to change the proper law by written declaration. The Proper Law of a trust can be the law of any country or territory and does not necessarily have to be the one in which the Trustee or Settlor are located. The choice of Proper Law is usually motivated by selecting a legal system which is considered just and fair in the interpretation and enforcement of trusts. You should obtain competent advice if you are unsure about the recognition or acceptance of trusts in your country or state. 5. INCOME, CAPITAL, APPOINTMENT AND ADVANCEMENT The Trustees stand possessed of the Trust Fund for the exclusive benefit of the Beneficiaries. The Trustees shall pay such amounts of income and capital to one or more Beneficiaries from time to time as they shall in their absolute discretion see fit. The Trustees may at their absolute discretion: 5.1 pay or apply the entire income or capital of the Trust Fund to the benefit or the maintenance of one or more of the Beneficiaries. 5.2 pay or apply part of the income or capital of the Trust Fund to the benefit or the maintenance of one or more of the Beneficiaries. 5.3 settle the whole or any part of the Trust Fund on trust for one or more Beneficiaries. 5.4 transfer the whole or any part of the Trust Fund to another Trust for the benefit of all or some of the Beneficiaries regardless that this other trust may also have other beneficiaries who are not Beneficiaries under this Trust. 5.5 make payment of any and all tax liabilities including but not limited to the payment of estate or death duties, transfer taxes, capital taxes from the Trust Fund. 5.6 make payment of any and all other legitimate expenses of the Trust from the Trust Fund. 5.7 at the direction of a Beneficiary give consideration to making a distribution to charity. Provided always that any distribution from the Trust will be made only after the Beneficiary due to receive the distribution has confirmed in writing that he is not under attack from creditors and nor does he have any unsettled claims or pending claims from any court and nor is he an undischarged bankrupt nor is he undergoing bankruptcy proceedings and that no distribution of capital or income may be made to an Excluded Person.6. DISTRIBUTIONS TO MINORS The Trustees may make distributions to Beneficiaries who are minors in the following ways: either a) payment to those minors directly, or, b) payment to their parents or guardians. The Trustees shall have absolute discretion over which manner to choose and either manner shall be a valid discharge of their powers. 7. POWER TO ADD BENEFICIARIES The Trustee shall have the power at any time and at their discretion to appoint additional beneficiaries by written declaration provided always that the new beneficiary shall not be an excluded person. 8. POWER OF EXCLUSION The Trustee shall have the power at any time and at their discretion by written declaration to remove any Beneficiary under the trust as well as the power to exclude any person (beneficiary or otherwise) to the list of persons excluded from benefit under the Trust. 9. DELEGATION OF POWER The Trustee shall have the power to delegate the administration of the Trust to any third-party which he in his absolute discretion shall see fit provided always that the Trustee remains responsible for the actions of any party to whom he has delegated authority. 10. CHANGE OF TRUSTEES It is agreed that if the Trustee becomes unable or unwilling to act as Trustee of the Trust he or his lawful representative (or liquidator in the case of a company) may appoint a new Trustee to be Trustee of the Trust provided that this new trustee shall accept his appointment. 11. APPOINTMENT OF ADDITIONAL TRUSTEES It is agreed that if the Trustee sees fit he may appoint an additional Trustee to be Trustee of the Trust.12. INDEMNITIES AND WARRANTIES It is agreed as follows: 12.1 If the Trustee ceases to be a Trustee of the Trust and appoints in his stead a new trustee in accordance with the provisions of clause 10 then he shall have no further liability of any kind in respect of the Trust. 12.2 The Settlor warrants that he is absolutely entitled to all of the legal and beneficial interest in the Property at the time of making the initial settlement of the Property and execution of this Trust Deed. 12.3 The Settlor hereby irrevocably undertakes to indemnify and keep indemnified the Trustee against any and all losses howsoever caused as a result of a breach of these warranties. 12.4 Both Parties warrant that they have the necessary power and approval to enter into this Trust Deed. 12.5 Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations hereunder. 12.6 The Settlor warrants that there is no litigation currently in progress, likely to be commenced or threatened against him. 12.7 The Trustee warrants that there is no litigation currently in progress, likely to be commenced or threatened against him. 12.8 The failure or delay by either Party to enforce any term of this Trust Deed or to act upon a breach of any term shall not constitute a waiver of their rights. 12.9 The Settlor hereby indemnifies and agrees to keep indemnified the Trustee against any and all losses, expenses and liabilities of any other kind arising from: 12.9.1 Any misrepresentation, misleading statement, deceit, untrue statement (whether by act, statement or omission) made by the Settlor at any time prior to and including the execution of this Trust Deed. 12.9.2 The cost of defending any action brought under this Trust Deed.13. TRUSTEES REMUNERATION The Trustees shall have the power to reimburse themselves from the Trust Fund for all fair and reasonable expenses involved in the creation and administration of the Trust and to be entitled to charge fair professional fees for their services to the Trust.14. IRREVOCABILITY AND DURATION The Settlor hereby expressly declares that this Trust is irrevocable and shall have effect until either the Trust Fund is exhausted or until the elapsing of the maximum perpetuity period permitted by law whichever is the sooner.15. CHANGES TO TRUST DEED The Trustees may at their discretion and by written declaration make changes to the terms of the Trust Deed.16. SEVERANCE The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of this Trust Deed. 17. POWER OF INVESTMENT The Trustee may make any investment with the Trust Fund that he in his absolute discretion sees fit. 18. POWER TO MAKE LOANS TO BENEFICIARIES The Trustee shall have the power to make loans to one or more Beneficiaries of such amounts and on such terms as they in their absolute discretion see fit. 19. POWER TO MAKE REALTY AVAILABLE FOR THE USE OF BENEFICIARIES Where the Trust owns realty the Trustee shall have the power to make said realty available for the use of one or more of the Beneficiaries. 20. POWER TO TAKE ADVICE The Trustees shall have the power to take legal and financial advice and counsel on behalf of the Trust and have the power to pay for said advice from the Trust Fund. 21. POWER TO GUARANTEE DEBTS The Trustees shall have the power to use the Trust Fund or any part of it to guarantee debts in any manner including but not limited to mortgage, charges and liens. 22. POWER TO REACH COMPROMISES The Trustee shall have the power to reach agreement and effect compromises for any reason including but not limited to the settlement of debts and the balancing of competing interests between creditors and between beneficiaries. 23. NOTICES Any notice served under this Trust Deed shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service. All notices shall be delivered in English. 24. DATE OF EXECUTION This Trust is duly constituted on the settlement of the Property which is acknowledged to have taken place by both Parties on this the [Day] of [Month], [Year]. [Sender.Company]SignatureMM/DD/YYYY[Sender.FirstName][Sender.LastName][Client.Company]SignatureMM/DD/YYYY[Client.FirstName][Client.LastName]Schedule AThe Trust property (subject of the Trust) shall be the following: This should include a detailed list of all the trust property. Trust property must be very specific as it is not possible to create a trust with vague terms like "all of my property" or "my income rights" and trusts like this will not be valid or enforceable. The following are good examples of trust property: "The sum of 1,000 US Dollars." "That real estate property known as "The Elms" located at 123 Main Street, Small Town, Illinois and registered on the Illinois land registry with number 123456L." "My portfolio of shares held by ABC Brokers Limited under account name Jones11A." "10,000 shares in ABC Corporation Limited, a company registered in Delaware with registered number 123456 and those shares bearing registered number 30,001 to 40,000." Remember that more property can be added later. There may be tax implications in settling money or assets into a trust and you should take advice before doing so. Schedule BThe Trust Beneficiaries (objects of the Trust) shall be the following: List the full names and addresses of all beneficiaries, remember that in a discretionary trust the trustee must act impartially between beneficiaries so they are generally entitled to the equal benefit. If you wish to apportion benefit unequally between beneficiaries you may be able to do so by drafting a Memorandum of Wishes, which is a private letter to the trustee which must be sent before the trust is established. Discretionary trusts should really have more than one beneficiary.

