**Deed For Establishment Of A School**

**THIS TRUST DEED** is made **between** Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ s/o Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the founder" of the one part

**AND**

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

1. The founder wants establishing a school for enabling better educational facilities to the children living there in \_\_\_\_\_\_\_\_\_\_ (name of the area)

2. The founder suggest in giving a building for establishment of the school and also to settle his properties/assets more specifically detailed in the schedule unclosed hereto valuing at Rs. \_\_\_\_\_\_\_\_\_ for running, maintenance and upkeep of the said school.

3. The trustees have consented to in getting the ownership of the said properties/assets for fulfilling the wishes of the founder.

NOW THIS DEED WITNESSETH AS UNDER:

1. The founder hereby transfers, assigns and conveys to the trustees All that properties/assets detailed in the schedule unclosed hereto For Holding the same to the trustees on trust that income and proceeds of said properties/assets after deducting unpaid debts, expenses on litigation/realisation etc., shall be utilised for beginning establishment expenses of the school and hence forth running, maintenance and upkeep of the said school.

2. The Trustees shall spend the whole net proceeds coming there from initially for establishing the said school and shall act effectively that the school begins functioning soon as possible.

3. The Trustees on functioning, of the school, manage the said properties properly and will spend the entire net proceeds coming there from on running, maintenance and upkeep of the said school. The Trustees shall get the buildings of the said school properly repaired, while meeting all recurring or non-recurring charges which may be compulsory for the said purpose.

4. If, at any moment net proceeds accruing from the properties/assets of the trust are insufficient for expenditure on running, maintenance and upkeep of the said school, the Trustees shall be empowered to borrow money per security of the properties/assets of the trust for defraying such expenses.

5. If, at any moment, the net proceeds accruing from the properties/assets of the trust exceed the expenses on running, maintenance and upkeep of the said school, the Trustees shall be empowered in investing such surplus funds on such securities/bonds as they considered fit.

6. Marjory of trust will only adjudge decision for matter relating trustees.

7. If vacancy amongst the trustees is cause owing to death/resignation or incapacity of any trustee or otherwise the founder shall select other trustee to fill up the vacancy and if the founder is dead, remaining trustees shall make the appointment.

8. It shall be a public charitable trust and the assets/properties of the trust shall never be reverted to founder of trust or any of his descendents or to any other person.

9. The trust fund, including the corpus and the income there from, shall not be used for other object excepting those for which the trust has been made.

**IN WITNESS WHERE OF**, the parties hereunto have signed this deed

Date

Place.

**Witness**

1. The Founder

2. The Trustee