

TIRUMAL TIRUPATI DEVASTHANAMS: TIRUPATI

AGREEMENT FOR DONATION OF ROOM(S) UNDER COTTAGE DONATION SCHEME

PANHAJANYAM GUEST HOUSE, TIRUMALA

This deed of agreement made on the _____ day of _____ 200__ between the TTD Board of Trustees, Tirupati, / the Specified Authority, TTD Tirupati, constituted under the Andhra Pradesh Endowment Act 30 of 1987 and represented by _____ the Financial Advisor & Chief Accounts Officer, holding office and residing at Tirupati, Chittoor Dist., A.P. (Herein after called the "TTD" on the first part).

In case of Individual Donation:

And Sri/Smt.....S/o.,residing at
..... (herein after called the "Donor") of the second part.

In case of Joint names/Turst/Company Donation:

And Sri/Smt.....S/o.,residing at
..... (herein after called the "Donor") of the second part.

And whereas the donor has offered to donate a sum of Rs.
(Rupeesonly) being the amount of donation fixed by the Trust Board/the Specified Authority as the case may, towards donation for the Room(s) in Panhajanyam Guest House, Tirumala constructed by T.T.D., Tirupati and whereas the donor has accordingly donated the said sum of Rs. (Rupees only) in DD No;.....
Dt:..... Which has been credited into T.T.D. account on as per Challan No;..... And the TTD has accepted the said donation from the Donor in Roc No.A48/ /CAO/200 dated:

Signature of the Donor

FA & CAO

Now, this deed of agreement witnesseth between TTD and the Donor as follows:

1. The Tirumala Tirupati Devasthanams has constructed this Guest House/ Complex at Tirumala shown in the schedule given below meeting the entire costs of construction with its own funds having full and absolute ownership and management rights for ever to TTD and shall quietly and peaceably enjoy the said Guest House/Complex at Tirumala by utilizing the same as decided by TTD from time to time including making allotment of rooms to pilgrims, to other donors and to others as the case may be. The donor can neither question the quantum of donation amount fixed by the TTD trust board or the specified authority as the case may be at its discretion for the said Guest House/Complex at Tirumala from time to time nor having the right to ask the details for the cost of construction of the said Guest House/Complex at Tirumala so as to link the cost of construction vis a vis the donation amount fixed.
2. It is mutually agreed and specifically accepted by the Donor that the said building shall be owned absolutely by and for ever vest with Tirumala Tirupati Devasthanams, Tirupati and TTD shall have sole, exclusive and full right of possession and management thereof whatsoever to utilize the said building in any manner as it pleases to TTD.
3. The Room(s) in Panchajanyam Guest House at Tirumala constructed by TTD and which was donated by the donor can be named at the option of the Donor as Donated by and can inscribe the same in front of the room(s).
4. The Donor shall not use or sublet the Room(s) in the said complex at Tirumala constructed by Tirumala Tirupati Devasthanams, Tirupati other than dwelling and staying purposes and should not be inconsistent with the rules of stay at Tirumala as specified by TTD from time to time. TTD shall not at any given point of time accommodate any permanent domicile in the said Complex at Tirumala under any circumstances what so ever.

Signature of the Donor

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5. In token of appreciation of generous amount donated by the donor for any Room(s) in the said Guest House/ Complex at Tirumala, TTD at its option offers to the Donor a privilege of only staying, in the said Guest House/ Complex for not more than 30 (Thirty) days in a calendar year to the donors. Further it is specifically accepted by the Donor that the stay should not exceed 10 days at a time in a calendar year. The Donor has to pay only service charges to TTD prevailing at the time of occupation as decided by TTD in this regard from time to time to the Room(s) at in the said Guest House/ complex at Tirumala. Any of the relatives of the Donor can also be accommodated on the written requisition from the Donor and such period of occupation by the relatives will be deducted from the said privilege of 30 days of stay offered to the donor by TTD in a calendar year.
6. The Donor has to necessarily give not less than 10 days prior notice of his intention to stay or required for staying for the relatives of Donor in the said building so as to enable TTD to keep the premises ready for the occupation of the Donor or relatives of Donor as the case may be.
7. If for any unavoidable reasons the said room/rooms could not be made available for the occupation of the Donor or his relations, the TTD will, in lieu thereof, strive to allot any other similar Room/Rooms in cottage/ Choultry/Building/Guest House/Complex at Tirumala/Tirupati on payment basis. The allotment of similar Room/Rooms in cottage/ Choultry/Building/Guest House/Complex at Tirumala/Tirupati on payment basis by TTD shall be without prejudice to any claims or rights which TTD may have against the Donor and shall not constitute any admission by TTD as to the lesser or non performance by TTD under this Agreement.
8. TTD may arrange to provide suitable and corresponding accommodation at Tirumala in lieu of the privileges for the donors of room/rooms in cottage/ Choultry/Building/Guest House/Complex at Tirumala.

Signature of the Donor

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9. It is specifically agreed by the Donor that the above privileges offered by TTD at its option are only as a token of appreciation of generous amount spent by the donor and hence cannot be legally demanded. Further non observance of or lesser performance or non performance or providing any or all of the above privileges to Donors, Spouses of donors can never be construed as deficiency in service by TTD and can never be questioned by the donor or spouse of donor in any court or courts of law.
10. TTD reserves its unfettered right to change the tariff from time to time for the said Room/Rooms Cottage / Choultry / Building / Guest House / Complex at Tirumala / Tirupati and in no way TTD need to consult the donor in this regard. Further TTD can charge the differential tariff or no tariff at its option for the said Room/Rooms in Cottage / Choultry / Building / Guest House / Complex from any pilgrim, other donors or from TTD guests or from any other persons who are authorized by TTD to dwell or stay in the said Room/Rooms in Cottage / Choultry / Building / Guest House / Complex at Tirumala / Tirupati.
11. The above privilege offered by TTD will be subject to clauses 13 & 14 and will be in force and effective during the lifetime of the donor / spouse or 20 years which ever is later in case of individual Donor and will be in force and effective only for 20 years in case of donors like Trust / Company / Joint Donors. At the end of the privilege period all the privileges offered by TTD at its option to the donor ceases and the donor can not claim the continuation of the privileges on what so ever grounds. It is an always an endeavor of TTD to preferentially treat the donors for their requirements even after the lapse of privilege period for the donations made by them.
12. TTD reserve all its unfettered rights to amend / modify / withdraw prospectively or retrospectively any or all of the privileges / concessions / amenities including rights of staying offered by TTD to the Donor/Joint donors or to the family members including relations of the donor or to the legal heirs of the Donor, firm or company etc., as decided by the Board of Trustees or the specified Authority from time to time as the case may be and the same will be binding on the Donor or to the family members of the Donor without any recourse.

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13. TTD reserves the right to add / delete / change / modify any or all of the conditions mentioned in this agreement and the said addition / deletion / changes / modification can also be incorporated in any agreement or agreements to be entered in to with the donor at a latter date irrespective of the earlier agreement or agreements entered into with the donor and further if required the same can be incorporated in a form of codicil as the case may be and the same will be binding on the donor without any recourse.
14. TTD reserves the right at its option and in the interest of pilgrims or in the interest of administrative convenience at Tirumala or for any other reason TTD may thought fit in future may alter / demolish / modify any building / Guest house / Cottage constructed by any donor or donors without the consent of the donor or donors or spouse of the donor as the case may be and in this regard the decision of TTD is final and binding on the donor, donors or spouse of the donor without any recourse. In this regard the Privileges / concessions / amenities offered by TTD to the Donor / Joint donors or to the family members of the donor or to the legal heirs of the Donor, firm or company etc., at the discretion of TTD will continue for the balance period which the donor/Joint donors or the family members of the donor or the legal heirs of the Donor, firm or company etc., are otherwise eligible. TTD at its option may also give an intimation of demolition to the donor in case the life time of the construction is over and endangers in any manner the safety of pilgrims.
15. All propitiatory activities applicable to TTD as a whole and in sacred Tirumala Hills in particular has to be followed strictly by the Donor, Spouse of the Donor or any relatives of the donor or any other person or persons while staying in the Room / Rooms in Cottage / Choultry / Building / Guest House / Complex at Tirumala / Tirupati. Further it is to be specifically understood by the Donor, Spouse of the Donor or any relatives of the donor or any other person or persons while staying in the said Room/Rooms in Cottage / Choultry / Building / Guest House / Complex at Tirumala that under section 114 of Act 30 of Andhra Pradesh Charitable and Hindu Religious Institutions and Endowment Act 1987, any person contravening any prohibitory orders passed in this regard shall be punishable with an imprisonment which may extend to 3 months or with fine which may extend to Rs. 500 or with both.

16. Tirumala Tirupati Devasthanams being a religious institution and a place of public religious worship also having sub shrines, Utsavams, Mantapas, tanks and other necessary appurtenant structures is desirous to insist the donor, spouse of the donor to strictly ensure that the said Room / rooms in Cottage / Choultry / Building / Guest House / Complex at Tirumala / Tirupati shall be used for staying by persons of only Hindu Community.
17. TTD shall have full rights, power and authority at all times to do all acts and things which may be necessary or expedient for the purpose of enforcing compliance all or any of the terms, conditions and reservations herein contained and to recover from the donor the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto. Further the donor shall at all times indemnify TTD against all claims which may arise in respect of accidents or damages which is caused due to negligence of the personnel staying in the said Room / Rooms in Cottage / Choultry / Building / Guest House / Complex at Tirumala / Tirupati. Further the Donor shall always keep TTD indemnified against all actions expenses claims demands on account of the breach of covenants and conditions of this agreement or any agreement including oral agreement or agreements if any entered into by the donor with TTD.
18. In the event of any dispute or difference at any time arising between the donor and TTD as to the true intent and meaning of these presents and on each and every provision thereof, or on the property rights hereby reserved or any of them or in any manner incidental or relating thereto the said dispute or difference shall be referred to the Executive Officer, Tirumala Tirupati Devasthanams, Tirupati whose decision there on shall be final and binding on the parties hereto without any recourse.
19. TTD may at its discretion direct the donor or spouse of the donor to produce the life certificate duly attesting the recent passport size photograph of the donor or spouse of the donor as the case may be from a gazetted officer or direct to produce any other certificate or certificates required to satisfy the correctness of the claim of privileges made by the donor or spouse of the donor before extending the privileges.

Signature of the Donor

FA & CAO

Schedule of property

Particulars to be inscribed in the Name Tablet

<p><u>Panchajanyam Guest House, Tirumala</u></p> <p>Room No. Floor</p>
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<p><u>TTD Cottage Donation Scheme, Tirupati</u> (Donor name and Address)</p> <p style="text-align: center;">In memory of</p>
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IN WITNESS where of _____ Financial Advisor & Chief Accounts Officer, TTD, Tirupati, for and on behalf of the Board of the Tirumala Tirupati Devasthanams, Tirupati AND the Donor Individual / Representation in case of Trust / Company / Joint names have signed this deed on the dates mentioned against their signatures.

WITNESS :**SIGNATURE OF THE DONOR****DATE:**

1.

2.

**FINANCIAL ADVISOR &
CHIEF ACCOUNTS OFFICER, TTD.**

7. In token of appreciation of generous amount donated by the donor in constructing the said Building/Guest House/ Cottage, TTD at its option offers to the Donor a privilege of **only room wise coupons of 55X30=1650 coupons (as the donor has constructed 52 rooms and 3 big rooms on the top floor) as per TTD Board resolution No.228, Dt.15-09-09 read with the Proceedings in Roc.No.A48/20389/CAO/2005, Dt.16-11-2009.** Further it is specifically accepted by the Donor that the stay should not exceed 10 days at a time in a calendar year. The Donor has to pay only service charges to TTD prevailing at the time of occupation as decided by TTD in this regard from time to time to the said Building/Guest House/ Cottage at Tirumala. Any of the relatives of the Donor can also be accommodated on the written requisition from the Donor.