

தமிழ்நாடு तमिलनाडु TAMILNADU

Sn' Rangktammed Educational RDis. No. 15118, C1/93/294.94 and Charitable Trust

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R-Chiltra R. CHITHRA

Manavala Nagar - 602 002

No 2339 Date 1 1014

TRUST DEED

THIS INDENTURE OF TRUST executed on this 1st day of OCTOBER 2014, BY Dr.S.KARTHIKEYAN Son of R.V.SUBBARAMAN aged 41 Years (PAN NO AIQPK1793E, CELL NO: 9176637163) residing at New No.4, Navalar street, Manavala Nagar, Thiruvallur- 602002 (hereinafter referred to as the FOUNDER which term wherever the context so requires or admits shall mean and include his legal heirs, successors, executors, administrators and assigns of ONE PART

IN FAVOR OF

- 1. Dr.R.GOMATHI wife of Dr.S.KARTHIKEYAN, aged 40 Years (PAN NO AFYPG5203L) residing at New No.4, Navalar street, Manavala Nagar, Thiruvallur- 602002
- R.PADMA wife of S.V.RAJAGOPAL, aged 60Years (PAN NO BVPPP3705C), residing at New No.4, Navalar st, Manavala Nagar, Thiruvallur- 602002

(hereinafter referred to as 'THE TRUSTEES' which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns of the SECOND PART.

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Sm Range Cammal Educational RDis. No. 15118, C1/93/294-94
Manavala Nagar - 602 002 and Charitable Trust

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No 2340 Date 1-10-14

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WITNESSETH AS FOLLOWS:

PRÉAMBLES: WHEREAS THE FOUNDER above named has been desirous of dreating and establishing an EDUCATIONAL AND CHARITABLE TRUST and WHEREAS the FOUNDER with a view to give effect to the said desire has this day paid to the Trustees a sum of Rs.10, 000/- (Rupees Ten Thousand Only) upon trust for the objectives set out hereunder for the fulfillment of which terms and conditions more particularly set out hereunder:

....2..

AND WHEREAS THE TRUSTEES named are willing to accept the office of the Trustees for the purpose of carrying out the wishes of the FOUNDER of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.



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RDIS.NO.15118,C1193/294.94
Manavala Nagar - 602 002
And Chamitable Trough No.234.1. Date. 1.10.14
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CREATION OF TRUST:

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Accordingly, these present witnesses as follows:

The FOUNDER above named hereby established an educational and charitable trust by name 'SRI RAMAKKAMMAL EDUCATIONAL AND CHARITABLE TRUST' for the purpose and upon the conditions hereinafter mentioned.

- The FOUNDER above named hereby transfers and conveys unto the TRUSTEES above named the said Rs.10,000/- (Rupees Ten Thousand Only). There is no movable or immovable property in the name of the Trust as on date of this date above mentioned.
- And the parties hereto of the SECOND PART shall be the FIRST (2)TRUSTEES and have given their consent to be appointed as the TRUSTEES.

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Manavala Nagar - 602 002 No 2342 Date 1:19:14

I. OBJECTS:

The objects of the Trust are:

1. Construction and running of Schools, colleges, education institutions, free dispensaries, Centres for feeding poor and homes for the aged for the benefit of the public.

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- 2. Providing for grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc.
- 3. Granting of financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research, distribution of books and note books for poor and deserving students.



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Manavala Nagar - 602 002
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- 4. Establishment, conduct, maintenance of clinical laboratories, diagnostic centres, hospitals, nursing homes, dispensaries and institutions of similar nature and providing financial assistance to the deserving persons for medical treatment, in any medical institution.
- 5. Providing financial assistance for performing annadhanam and feeding the poor directly and through other institutions.
- 6. Establishment, conduct, maintenance of old age homes, homes for physically challenged men, women and children and persons with similar disabilities and also for granting financial assistance to institutions gperforming similar activities.
- 7. Grant of donation to any Temple, Mosque, Church, Gurudwara and other places of worship and / or religious institutions. However, the Trust shall not undertake any religious activities.

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- Providing for or contributing to education and scientific research and development.
- Providing relief to the poor and advancing any other object of general public utility.
- 10. The Trust will not carry out any activities with the intention of earning profit and will perform with service motive only. The Trust will not carry out any activities against government.
- 11. No activities of the Trust will be carried out outside India.

II. BENEFICIARIES OF THE TRUST:

The Trust is established for the benefit of citizens of India and the class of people mentioned above without discrimination of caste, religion, creed or sex.

III. PROPERTIES:

The Trust properties shall consist of

- 1. The amount Transferred by the **FOUNDER** as mentioned above, towards the Corpus fund of the Trust.
- 2. Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or all manner of rights, title or interest in or over any property movable or immovable
- 3. All additions and accretions to the Trust properties and the income there from
- 4. All donations, gifts, legacies or grants, in cash or kind accepted by the **Trustees** upon Trust.

The properties of the Trust shall be utilized for the objects set forth herein above and subject to the provisions and conditions herein mentioned.

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IV. REGISTERED OFFICE:

The Registered Office of the Trust shall be at Flat no: 206, 2'nd Floor, Anchi Royale Apartment, Poonamalle high Road, Manavala Nagar, Thiruvallur-602 002. However, with the unanimous consent of the Trustees, the Registered Office of the Trust may be shifted to such other place as they deem fit.

V. NUMBER OF TRUSTEES, THEIR TERM AND POWER TO CO-OPT:

The Trust will be managed by a **Board of Trustees** consisting of not less than 2 trustees and not more than 7 trustees. The parties of the Second Part will be First Trustees and they shall automatically form the Board of Trustees

The first Managing Trustee will be founder and he will hold office for his life time. After the demise or relinquishment of office of the Managing Trustee or in the event of the first Managing Trustee failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as Managing Trustee.

The term of office of First Trustees shall be for their respective lives. The Board of Trustees shall have the power to increase the total number of Trustees upto the maximum number stated above and fix their term as per provisions contained herein.

Any Trustee, including the Managing Trustee may retire from the Trusteeship hereof by giving two calendar months notice in writing of his or her intention to do so, to the Board of Trustees and after the expiry of the period of notice, the Trustee giving the notice shall ipso facto cease to be a Trustee of these presents.

Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees.

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The Trustees who are not First Managing Trustee or First Trustees shall hold office for a period of one year from their date of appointment by the Trustees. At the end of this one year period, the Board of Trustees may reappoint them for subsequent term or appoint other persons as Trustees in such a manner that the total number of Trustees does not exceed the approved maximum number of Trustees.

The Managing Trustee shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying himself on enquiry and such action of the Managing Trustee shall be final.

The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "Full Board", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

VI. TRUST ADMINISTRATION AND POWER TO THE BOARD:

A. The Board of Trustees shall have power to:

- To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
- 2. The income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Settler, or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.
- 3. To open one or more bank accounts and operate the same or provide for provide for operation of the said accounts by any two among them authorized on their behalf.
- 4. To invest the Trust funds in the manner not prohibited by any provisions of the Income Tax Act, 1961.

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- 5. To buy, sell, mortgage, grant, lease, hire or otherwise alienate all or any of the properties of the Trust in its discretion for adequate consideration, so however any sale or alienation of immovable properties of the trust can be done only after obtaining the prior approval of the Commissioner of Income Tax.
- To execute power of attorney or powers of attorney to any person for the purpose of executing, administering or managing the whole or any part of the Trust for the purpose of all or some among the objects of the Trust.
- 7. To borrow money with or without security and to repay the same.
- 8. To receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges therefore.
- 9. To settle, compromise or compound any disputes or refer the same to arbitration or litigation.
- 10. To receive voluntary contributions from any person or persons from India or outside, after complying with the statutory formalities, by way of donation, gifts or in any other manner and to hold the same upon Trust for the objects set forth herein.
- 11. To appoint, suspend, dismiss or otherwise deal with the staff required for the administration of the Trust, to frame rules relating to their salaries and other benefits and generally to exercise all powers ancillary and incidental to effectively carry out the objects of the Trust.
- 12. The Board shall have power to make and rescind rules and regulations for the management and administration of the Trust.
- 13. No Trustee shall commit any act or breach of Trust of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.
- 14. The Trustees shall hold honorary office and shall not be entitled to any Salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.

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15. The Board of Trustees will follow the instructions given by any donor who makes substantial contribution towards furtherance of the objects of the Trust, so long as such instructions are not detrimental to the attainment of the objects of the Trust and are in conformity with the provisions of the Income-tax Act, 1961.

VII. AUTHORISATION TO MANAGING TRUSTEE:

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In the interest of smooth and better functioning of the Trust, the Managing Trustee Dr.S.Karthikeyan is hereby authorized to undertake the following.

- The Managing Trustee shall look after the letters correspondence.
- 2) He shall send, or arrange to send notices of meetings to all the Trustees in time.
- He shall release amount for each and every program duly maintaining the amount with relevant documents properly.
- 4) He shall get the statement of accounts audited every year and obtain the approval during the annual meeting.
- 5) He shall prepare annual report and budget and get the approval from the annual meeting.
- The Managing Trustee is empowered to purchase or legally acquire any land/buildings etc. required for the Trust.
- 7) He is empowered to avail any type of help and co-operation from the Government or general public or any other association organization in the interest and welfare of the Trust.
- 8) He is empowered to represent the Trust in all the fields and can keep any letter/document in his possession.

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- 9) He is empowered to appoint person/persons for the post(s) created so as to attend day-to day work of the Trust and also to take action legally against any employee of the trust.
- Totally he is responsible for each and every matter or correspondence.
- 11) He shall prepare all the accounts and maintain registers of the Trust and get them approved during every meeting.
- 12) He shall operate the financial transactions in any Nationalized Bank in the name of the Trust only.
- 13) Amendments to Memorandum of the Trust and Articles of the Trust can be proposed by the Trustees as and when required.

VIII. MEETING OF THE BOARD OF TRUSTEES:

The Board of Trustees should meet atleast once in every calendar quarter and may meet more often when required.

- 1) The meeting of Board of Trustees shall be convened by the Managing Trustee and he shall preside over the meetings. In his absence, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.
- One half of the Board of Trustees or a minimum of two trustees, whichever is higher, shall constitute the QUORUM for the Board of Trustee meetings.
- 3) All decisions shall be carried out by the majority decision of the Board but in the event of equality of votes, the Chairman presiding over the meeting shall have a casting vote.

4) Any resolution in writing signed by all the Trustees by circulation shall have equal force as though it has been passed at a meeting of the Board of Trustees.

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- 5) The meeting of the Board shall be conveyed after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.
- 6) The Board of Trustees may invite other persons interested in the objects and functioning of the Trust to attend the meetings of the Board, but they shall not be entitled vote in the meetings of the Board.

IX. BANK ACCOUNT:

The Managing Trustee shall operate Bank Accounts on behalf of the Trust. In his absence, any of the Trustees may be authorized by the Board of Trustees, by a resolution, to operate the bank accounts. One or more Bank Accounts may be opened in any Bank and or Banks in the name of the Trust.

X. INVESTMENT OF TRUST FUNDS:

- 1) The Board of Trustees shall have the power to invest the funds, assets and properties of the Trust at their discretion in accordance with the provisions of the Income Tax Act, 1961.
- 2) The Board shall also determine from time to time, the amount it shall spend on the various activities of the Trust.

XI. ACCOUNTS AND AUDIT:

- 1) The financial year of the Trust shall be from 1st April to 31st March of the following year, unless otherwise decided by the Board of Trustees.
- 2) The Board of Trustees shall maintain true and correct accounts of the Trust.
- 3) The accounts of the Trust shall be annually audited by a Chartered Accountant appointed by the Board of Trustees and the audited statement of account shall be placed before the Board for its approval within three months of the close of the financial year.

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XII. AMENDMENTS:

- 1) While this Trust shall be irrevocable, the Board of Trustees may amend any of the clauses except those relating to objects of the Trust, the First Managing Trustee and First Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by atleast two-third majority of the Board of Trustees present and voting. The amendments to the Trust deed, can only be passed by a resolution of the Board of Trustees in an actual meeting and not by circulation.
- 2) If any alteration or amendment is necessary, the same shall be affected through supplementary deed/deeds with the previous approval of the Commissioner of Income Tax or any other relevant authority and these shall be read together with the main Trust deed.

XIII. REIMBURSEMENT OF EXPENSES MET BY THE TRUSTEES:

The trustees may reimburse themselves or pay out of the trust fund all expenses, which may be incurred by them in or about the execution of the trust and powers of these presents. However, the Trustees will not be reimbursed for any voluntary loss or for any loss due to their own willful acts or defaults.

XIV. INDEMNITY:

The trustees shall be kept fully indemnified and harmless by the trust against any loss or liability arising against them for anything done by them in good faith pursuant to the power and authority conferred on them by these presents.

XV. FOUNDER AND THEIR RELATIVES:

Not withstanding the powers vested with the Trustees under the proceeding clause, no part of the income of the Trust shall benefit directly or indirectly the trustees and no part of the income of the property of the Trust shall be used or applied directly or indirectly for the benefit of:

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- (a) FOUNDER, Managing Trustee, Trustees or any person who makes a substantial contribution to the Trust or of any relative of the Managing Trustee, Trustees or the person who makes a substantial contribution.
- (b) Any "related concern" in which any of the above persons has substantial interest.
- (c) For the purpose of this clause, the word "relative" and the phrases "related concern", "substantial interest" and "substantial contribution" shall have the meanings assigned to them in the Income Tax Act, 1961.

XVI. APPLICABILITY OF TRUST ACT;

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

XVII. APPLICATION OF INCOME TAX ACT:

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

XVIII. THIS TRUST IS DECLARED IRREVOCABLE:

XIX. DISSOLUTION:

In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other Trusts or Associations having similar objectives and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns.

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SCHEDULE

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund donated by the **FOUNDER**, as described in the Schedule below:

 Cash contribution to the Corpus Fund of the Trust of Rupees 10,000/ (Rupees Ten Thousand only)

IN WITNESS WHEREOF THE FOUNDER AND THE FIRST TRUSTEES here to have set their hands on the day, month, and year first above written.

SIGNATURE OF FOUNDER

Signature: Many Mann Name: Dr. Karthikeyah Address: New No.4 Navalar street, Manavala Nagar, Thiruvallur- 602002

SIGNATURE OFFIRST TRUSTEES

1. Signature: Lut Name: Dr.R.Gomathi Address: New No.4 Navalar street, Manavala Nagar, Thiruvallur- 602002

2. Signature: (2) 2000 Name: R.Padma Address: New No.4 Navalar street, Manavala Nagar, Thiruvallur- 602002

Witnesses:

1) Signature: Name: K.Guna pushanam Address: 3A, Kaveri street, Kanniah Nagar, Manavala nagar, Thiruvallur- 602002

2) Signature: Angelerada, Name: A.Neelakandan Address: No.101, S.P.Road, Manavala Nagar, Tiruvallur-602002



ASHOKAN LNO: A/28/KPM/2010 Manavala Nagar, Tiruvalluh

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Presented in the Office of SubRegistrar of Manavalanagar and fee of Rs. 415 paid between hours of ______ and ____ on 01/10/2014 by

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Additions As per the recitals of the document

Execution Admitted by

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Additions As per the recitals of the document

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Additions As per the recitals of the document



Sheet no. 1 of 2







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Additions As per the recitals of the document

Identified by 1 100 mg/2 20 C2

Name: GUNA BYSHAMAM M.KRISHAMAN, 3A, KAVERI ST, KAMMAH MAGAR, MAMAVALA WARAR, THRWALLUR-602002

Name: A. MED LACANDAR S/O M. Annalle. World. D.P. Russel

1st day of October 2014

Manavalanagar

Registered as No 31 of 2014 of Book IV

Date: 01/10/2014





Based on this deed Sale / Morigage / Partiti

Settlement Doe No. Book 4. 18/2017

Presented for Registration 11 \8 12017

Manavalanagar

Sheet no. 2 of 2









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Additions As per the recitals of the document

Identified by 1 100 -20 Par 20 Par

Name: GUNA BYSHAMAM M. KRISHAMAN, 3A, KAVERI ST, KAMMAH MAGAR, MAMAVALA WARAR, THRWALLUR-602002

Name: A. MEDLACANDAR S/O M. Annalle. World. D.P. Rosel

1st day of October 2014

Manavalanagar

Registered as No 31 of 2014 of Book IV

Date: 01/10/2014





Based on this deed Sale / Morigage / Partiti-

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Manavalanagar

Sheet no. 2 of 2

