

5/449/2017



தமிழ்நாடு தமில்நாடு TAMILNADU

BK 978019



வ.எண்: 1162  
 தேதி: 20/02/17  
 குபாய்: 101

SUBHAM VIDHYA MANDIR EDUCATIONAL  
 TRUST, SRIKALI

கி. ராமச்சந்திரன்  
 மதுரை  
 கலாநாயகர்  
 I.No. 2/22972

TRUST DEED OF SUBHAM VIDHYA MANDIR EDUCATIONAL TRUST, SRIKALI

THIS DEED OF TRUST MADE AT SRIKALI ON THIS 20th FEBRUARY 2017 BETWEEN  
 (1) SHRI. P. GYANCHAND JAIN S/o POOSALAL JAIN aged about 56 years residing at No:26A, North Car Street, Sirkali-609110 hereinafter called as Founder of the Trust.

The founder appoints

- (1) SHRI. G. Sudesh S/o P. Gyanchand Jain aged about 28 years residing at No:26A, North Car Street, Sirkali - 609110 [PAN: BAOPS 2762 N].
- (2) Smt. G. Susila W/o P. Gyanchand Jain aged about 56 years residing at No:26A, North Car Street, Sirkali - 609110. [PAN: AAWP52135A]
- (3) SHRI. P. Gyanchand Jain S/o Poosalal Jain, aged about 56 years, residing at No:26A, North Car Street, Sirkali - 609110 (PAN : AAIPG8813F)

ID No 755244920673

P. Gyan



For SUBHAM VIDYA MANDIR

Secretary

Secretary

SUBHAM VIDYA MANDIR  
 611/1, Sri Kazhi Nagar,  
 Sattanathapuram, Sirkazhi - 609 110.  
 Affiliation No: 1831851  
 School Code: 66998



தமிழ்நாடு தமிழ்நாடு TAMILNADU

SUBHAM VIDHYA MANDIR EDUCATIONAL TRUST, BK 974149

TRUST,

-2- SIKKALI.

தி. இராஜகமால்

முத்தியைத்தான் விருப்பகையான்

D.M. Gannil - 11/2011



வ. எண்: 1653

16/02/2017

hereinafter referred to as the 'TRUSTEES' (which expression shall unless inconsistent with the context be deemed to include the heirs, administrators of the last surviving Trustee)

WHEREAS, The Founder is desirous of settling Rs. 1000/- (Rupees One Thousand only) upon the Trust for Public Charitable purpose herein after expressed or contained in these presents and has in pursuance of such desire prior to execution of these presents transferred, paid and handover the said sum of Rs. 1000 ( Rupees One Thousand Only) to the Trustees as above mentioned.

The Trustees have accepted the said sum of Rs. 1000/- (Rupees One thousand only) and agreed to be the First Trustees of these presents.

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1 Settlement of Fund Trust : In pursuance of the said desire and for carrying out such desire into effect the Settler do hereby grant, transfer and assign unto the Trustees the said sum of Rs. 1000/- (Rupees One Thousand only) already handed over to the Trustees by way of the corpus and all their right title, interest, claim and demand into or upon the said sum of Rs. 1000/- TO HAVE AND TO HOLD the said sum of Rs. 1000/- (Rupees One Thousand only) unto the Trustees to the use and upon and subject to the Trusts, powers and provisions hereinafter contained and concerning the same.

P. G.





தமிழ்நாடு தமில்நாடு TAMILNADU

SUBHAM VIDHYA MANDIR EDUCATIONAL

TRUST, SIRKALI.

BK 974150

தி. இராஜ்குமார்

முத்திரைத்தாள் விநியோகஸ்தாள்

D.M. Sirkali - சர்க்காடி.

உரிமம் எண்: 11/2011

1654  
20/02/2017  
சுபா: 100/-

-3-

2. Trust Fund: For the consideration aforesaid, they the Trustees hereby covenant with the Settler that, they the Trustees shall stand and be possessed of the said sum of Rs. 1000/- (Rupees One Thousand only) and all other moneys, gifts, donations

contributions, subscriptions which may hereafter be received by them in cash or in kind and any other investments thereof for the time being or of any kind whatsoever, including the income and additions thereof and the said cash gifts, donations, contributions, subscriptions and other investments thereof are hereby included in the term The Trust Fund which shall be deemed and intended to mean an include cash, any movable or immovable property or others securities and investments or any part thereof. Whether in the original form or may be converted or varied from time to time in other investments which may be settled and subject to powers, declarations, conditions hereinafter expressed, declared or contained and concerning the same.

3. Name of the Trust: The Trust hereby created shall be called "SUBHAM VIDHYA MANDIR EDUCATIONAL TRUST, SIRKALI", a Public Charitable Trust.

4. Office of the Trust: The Registered office of the Trust shall be in the State of Tamil Nadu at NO:26A, North Car Street, Sirkali - 609110 and/or at any other place or places if any whenever the Trustees may from time to time, decide unanimously.



5. **Accounting year:** The accounting year of the Trust shall be from 1<sup>st</sup> April of one year to 31<sup>st</sup> March of the following year. The first Accounting year of the trust shall end on 31<sup>st</sup> March following after the execution of this Deed.

6. **Application of the Trust Fund:** The Trustees shall hold and stand possessed of the Trust Fund upon trusts following namely.

- (a) To manage the Trust Fund and collect and recover interest, dividends, rents and other income thereof from the investments and other trust property.
- (b) To reimburse or to pay and discharge out of the income of the Trust fund all costs, charges and expenses incurred for collecting and recovering the income of the Trust and any other assets payable by the Trustees under these present and all other costs, administrative charges expenses and outgoing as are incidental to the Trust created by these presents and administration thereof.
- (c) To pay and utilize balance of such rent, interest dividend and other income of the Trust fund (hereinafter called the net income of the Trust Fund) and if the Trustees so desire the corpus of the Trust or any part of the corpus for all or in such shares and proportions and in such manner in all respects as the Trustees shall in their absolute discretion think fit for all or any of the objects which are charitable and for the benefit of the public or any section of the public but in furtherance of the trust without distinction of place, nationality, caste, creed or religion, without prejudice to generality of the foregoing purposes but subject aforesaid it is declared that the trustees shall each year apply the residue of the income of the Trust Fund and may at their discretion at any time, also the Trust Fund or any part or parts of the Trust Fund in or towards any one or more of the following objects or purposes (which according to law be public charitable objects or purposes) to the exclusion of the other or others of them in such proportion and in such manner in all respects as the Trustees may think proper.

**OBJECTS OF THE TRUST:**

- (i) **Educational:** (a) the spread of education and to impart training in all faculties of educational curriculum viz. In all spheres and branches like Agriculture, Arts, Science, Commerce, Law, Medicine, Engineering, Computer Science, Information Technology, Agriculture Engineering and Establishment of Research Institute etc. for one and all including minority community as defined under clause (c) of Section 2 of the National Commission for Minorities Act, 1992 in such manner as the Trustees may think proper including:-
  - (b) The Spread of education and to impart training, Establishment, support and maintain Pre-primary, Primary Secondary Schools, Higher Secondary Schools, and Colleges, Institutions, Centers and imparting Secular Education for all as said above and also in the field of Agriculture Medicines, Health, Engineering information, communication, Electricals, Electronics and Law.
  - (c) Establishment and support of scholarships prizes fellow ships at any recognized School, College University or any approved educational Institutions.
  - (d) Establishment and support of Hostels and Boarding Houses for the benefit and use of poor, needy and deserving students, providing boarding and lodging upon such terms and conditions and for such period for each case as the Trustees may think proper.
  - (e) Establishment of grants or endowment at universities, Research institutes for spread of education and knowledge in all or any of its branches and spheres.
  - (f) Award of Loan or Scholarships and fellowships or grants for the purpose of undertaking and encouraging research work in all branches of education.
  - (g) Provide school uniform or clothing and educational instruments, appliances, books, notebooks and other educational materials to those poor, needy deserving students who cannot afford and have no means to undertake and prosecute such studies but who are desirous of continuing their further studies and undertaking research work.

P. G. S.





(ii) **Health and Medicines:** a) Establishment of centers for rendering affordable/subsidized/ free service for prevention, control, treatment and relief for Eye, mental retardness and other human diseases especially in rural area/semi/urban area in one or more places as also establishment and running of research /educational centre in the field of Eye/ Mental Retardness/ Healthcare or disciplines related thereto.

(b) Encouragement and assistance for establishment and running of such centres having objectives similar wholly or in part to those of this Trust throughout India.

(c) Taking up such activities as are incidental or conducive to the attainment of the above objectives.

(d) To establish, organize, set up, maintain, manage, run, conduct, and to support, assist or aid hospitals, nursing homes, dispensaries, clinics, health centers, convalescent houses, crèches medical centers, including auxiliary units for reception and treatment of persons suffering from physical or mental illness or for providing medical and allied facilities to persons during convalescence and for taking care of persons requiring medical attention and rehabilitation.

(e) To grant donation to Dispensaries, Hospitals, Nursing Homes, Orphanages and such public medical Institutions giving medical aid to needy people upon such terms and conditions and for such period as the Trustees may deem fit.

(f) To render help or support either in kind or cash to hospitals, Maternity Homes, Sanatorium and dispensaries.

(g) Provide medical help in all possible and suitable manners depending upon circumstances and situation concerning the individual.

(iii) **Relief of poverty: Relief of poverty or distress including:-**

(a) Distribution of free food, clothing, medicines and providing shelter and other necessities of life to poor and needy persons affected by such natural calamities like famine, flood earthquake or any other unforeseen calamities like, riot war, or war like situation.

(b) Providing shelter either temporary or on permanent basis with or without the help of any other social organization for the benefit of orphans, destitute, aged and sick persons.

(c) Providing assistance in all possible and suitable manner to the community at large.

(d) Providing drinking water facilities or supporting development of such drinking water facilities wherever there is scarcity of water. So as to minimize the hardship caused to the residents and particularly to the women and aged person in rural areas and urban slums and for that purpose installation of pump-sets, digging of wells and laying of pipes for supply of drinking water.

(e) Rendering help in all possible manner depending upon the situation for hardship caused to the people on account of poverty including construction of dwelling units for economically weaker sections and construction and maintenance of school buildings primarily for children belonging to weaker sections.

(7). In addition to the above objects the Trustees shall be entitled to utilize or apply any part of that net or residue income towards any other activity of public benefit such as:-

(a) Establishment maintenance and support of libraries, reading rooms, museums, art galleries, theatres for advancement of education and knowledge. Road maintenance and beautification of roads including construction and maintenance of bridges, public highways and other roads etc.

(b) The creation, maintenance supply of or support of gardens, Gymnasiums, physical and Culture Centers and other means of public recreation for advancement of health and hygiene, art and sports.

P.R.



- (c) Undertaking projects of rural development, village improvement in all possible manners,
- (d) Undertaking welfare activities for physically handicapped and mentally retarded persons and also welfare and rehabilitative activities for addicts.
- (e) Undertaking welfare activities, tree plantation, afforestation and conservation of natural resources.
- (f) Undertaking and arranging welfare activities for family planning educate and motivate the people for family planning.
- (g) To undertake, promote and manage programmed and projects for aforesaid purpose.

8. **Trust not for profit purpose:** The trust shall exist solely for philanthropic and charitable purposes and not for purposes of profits. Any income or surplus derived by the trust whensoever and from wheresoever shall be applied solely for attainment and promotion of the objects of the Trust set forth in these presents.

Provided however that nothing contained herein shall prevent the Trustees from reimbursing themselves out of the Trust Fund all bona fide expenses that may be incurred by them jointly or severally in or about the execution of the Trust purposes and other reasonable expenses incurred for the trust.

9. **Management of the Trust and vesting of the property:**

All the Trustees of the Trust shall form the Board of Trustees (hereinafter referred to as the Board). The Board of Trustees shall elect themselves Chairman cum Managing Trustee, Vice President, Secretary, Treasurer and Executive Committee Trustee once in three years. The Board shall manage the Trust and the Trust Fund shall vest in the Board, subject to the provisions hereinafter contained.

10. **Constitution of the Board and appointment of Trustees:**

- (a) The Trustees above mentioned and the Trustees for the time being and from time appointed herein provided shall constitute a Board.
- (b) The number of Trustees for the time being shall be not, less than two and more than eleven. The members mentioned above shall be permanent trustees till their life time, unless they resign or otherwise become ineligible to continue as trustees.
- (c) If any Trustee ceases to be a Trustee for any of the reasons mentioned hereinafter, the remaining Trustee or Trustees shall appoint/ admit a new Trustee in his place a person or persons recommended by a Special Meeting called for that purpose and such appointment shall be approved / ratified at the General Body meeting of the Trust.
- (d) If and whenever the number of trustees is less than Two, the Board in the said Special Meeting shall be entitled to recommend the name of any member to be such additional trustee and the trustees shall appoint such members as additional trustee provided that the maximum number of trustees shall not exceed Eleven and such appointment shall be approved / ratified at the General Body meeting of the Trust.

*P. R. S.*



11. **Cessation of the Trusteeship:** Trustees to these presents for the time being shall cease to be the Trustee or the Trustees if he/she
- (a) Dies,
  - (b) desires to be discharged and resigns
  - (c) refuse to act as trustee,
  - (d) Becomes incapable or incompetent to act as a Trustee due to any physical or mental defect.
  - (e) Is absent from India for a period of 12 months or more without obtaining prior leave of the Board,
  - (f) Is adjudicated insolvent,
  - (ii) Is convicted of any criminal offence involving moral Turpitude.
  - (iii) Becomes otherwise unfit to hold the office of the Trustee by operation of any law or act.
  - (iv) Is otherwise removed by the Board of Trustees of the Trust by a decision of majority if in the opinion of the Board of Trustees the continuation of such a Trustee is not conducive for any reason whatsoever for the objects of the Trust,
12. **Powers and responsibilities of the Board:** The Board shall have full powers and authorities to do all acts, matters, things and deeds, which may be necessary (or expedient) for the purposes of the Trust, but consistent with the provisions of this deed.

The Board shall have the authority to delegate any of its powers and authorities to the Chairman cum Managing Trustee or the Secretary of the Trust as the Board may deem fit but for any specific purpose. Without in any manner derogating from the generality of their powers under the provisions of these presents or otherwise the following powers and authorities are hereby expressly conferred on the Board that is to say;

- (i) To acquire, receive, accept exchange, in the name of the Trust by way of gift, purchase, exchange, lease or hire or otherwise any building, lands, land with building flats or apartments or other premises easements, right of common privileges for the general benefit of the trust and in particular for the advancement of object of the Trust.
- (ii) To acquire, receive accept any gifts, donations, contributions, subscriptions of movable property (including money) from any person or persons, firm or company for the furtherance of the objects of the Trust or for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit but not inconsistent with the objects of the Trust.
- (iii) To build, construct, develop, improve, maintain, alter, modify houses and/or other building including any existing and/or future building of the Trust and provide, install, improve equip them with light, water, drainage, furniture, fittings, instruments, appliances and all other things as are necessary for proper and beneficial enjoyment of the building/s for the purpose/s of the Trust on its own land or lease lands.
- (iv) To construct, develop layout, improve mange, maintain gardens and parks in the existing properties of the trust and/or future properties that may be acquired, received accepted, by the Trust.
- (v) To carry out, supervise, or contract for, necessary repairs, alterations to any of the properties of the Trust.

*P. R. S.*



- (vi) To sell, exchange, lease, surrender, mortgage, dispose, accept, manage or deal with all or any part of movable and immovable property and rights of the trust including shares and securities and such other investment as to keep the funds of the trust invested and/or employed with the object of earning interest dividend or profit by appreciation of the prices for the general benefit of the trust and particular for the advancement of the objects of the Trust.
- (vii) To alter, improve, modify or undertake repairs of any of the properties of the Trust.
- (viii) To pay all rent, rates and taxes and charges for the properties of the Trust.
- (ix) To fix, collect, receive increase or decrease the rents and charge of any of the properties belonging to the Trust and/or its institutions.
- (x) To obtain, collect and receive any gifts, donations, contributions, affiliations fees, subscriptions, legacies, grants or any other movable property or immoveable property either with or without conditions. Any conditions may provide for the name of any person associated Permanently with any property of the Trust, but not so as to change the name of the Trust as a whole.
- (xi) To borrow or raise any moneys required for the purpose of the Trust in such manner from Bank/s, Financial Institution/s and Private parties and subject to such terms and conditions by the Bank/s, Financial Institution/s and Private parties and securities as may be determined by the Board, including mortgage or charge on any of the properties of the Trust if necessary.
- (xii) To accept from Central and/or State Government, Semi-Government authorities, world bodies and other organizations grants or other aid or assistance in any manner for the establishment & conduct of the Trust and its objects or any of them on such terms and conditions as may be determined.
- (xiii) To negotiate and enter into vary, rescind, alter, cancel contract for and on behalf of the Trust for the general benefit of the Trust and in particular for the securement of any indemnity, guarantee, power of Attorney etc.
- (xiv) To compromise, compound, abandon, submit to arbitration, or otherwise settle any actions, suits, proceedings, debts, claims or things, whatsoever arising out of the administration of the Trust Fund and any institutions maintained, owned, managed by the Trust and to enter into, execute, and do such agreements, releases and other things as may be deemed expedient without being liable or responsible for any loss occasioned by any act or thing so done by them in good faith as if they were absolutely entitled to the Trust Fund and the said institutions without being answerable to any loss occasioned thereby, unless the loss is due to any negligence of the Trustees or any of them.
- (xv) To print, publish, exhibit, circulate, subscribe and /or support, books, periodicals, pamphlets, leaflets, posters, charts, diagrams and or other matters that may be considered desirable for the general benefit of the Trust and in particular for the advancement of the object of the Trust.
- (xvi) To take such steps by personal or written appeals, to hold, manage, sponsor exhibitions, charity shows, cinema shows, musical performances, dramas and plays, magic shows etc. either with a view to raise funds and/or contributions as may be from time to time deemed expedient for the purpose of procuring the fund for the Trust.
- (xvii) To appoint, select, nominate such number of employees and on such posts, terms and conditions as the Board may think fit and proper, to fill vacancies, direct transfers, give increments, grants honorarium, leave, extension of service, reduce salaries and to award punishments or to dispense with the services of any employee under the Trust and to such other general work in connection with the staff of the Trust as may be necessary.





- (xviii). To give pensions, gratuities or charitable aid to employee or ex-employees of the Trust or to their wives, children or other relatives or dependents, to make payment towards their insurance and to establish and contribute to provident Fund and / or Life Insurance or any other fund or scheme for the benefit of employees, or ex-employees of the trust or of their wives, children or other relatives or dependents.
- (xix). To manage, look after, deal with all the matters pertaining to the provident Fund/ or any other scheme for the benefit of the employees or ex-employees of the Trust if and whenever so imperative.
- (xx). To co- operate or collaborate with any other institution having objects altogether or in part similar to those of these presents.
- (xxi). To seek affiliation or to subscribe to and become a member or co-operate with any other Trust, Society, bodies of persons, association or institutions whether incorporated in India or bodies corporate including companies limited by guarantee; having objects similar to those of the Trust.
- (xxii) To formulate, approve, submit, authorize any scheme or schemes for the management of the trust property and for carrying on or promoting the objects of the Trust.
- (xxiii) To make and from time to time repeal or alter by-laws pertaining to the management of its institutions of the Trust and affairs thereof and for the management of its institutions and as to the duties and conditions of service of any officers, employees or servants, of the Trust and as to the conduct of the business of any sub-committee appointed by the Board or as to any matters or things within the powers or the control of the Board provided that the same shall not be inconsistent with these presents as well as with the provisions of Indian Trusts Act, 1882 or any other law for the time being in force.
- (xxiv) To engage the services of lawyers, bankers, architects, brokers, chartered accountants or any other experts, technical or otherwise on such terms and conditions as the Trustees may think fit and proper.
- (xxv) To reimburse expenses to the Trustees and/or to pay and discharge out of the fund of any property of the trust all the expenditure that may be incurred in or about the administration of the trust.
- (xxvi) To conduct the affairs of the Trust in such manner as to comply with the laws for the time being in force applicable to such Trusts for the purpose of exemption from liability to taxation and to ensure that the public charitable and peculiar character of this Trust is not jeopardized.
- (xxvii) To do all such acts and things as are incidental or conducive to the attainment of the objects specified in these present.
13. **Holding of office by Trustees prohibited:** No person who holds any paid office in connection with the Trust shall become or remain a Trustee of the Trust, provided, however, the Trustees of the Trust for the time being shall be entitled to be paid by the trust or by its institution such fees as may be charged by them for any service rendered by them or by any of them to the trust or its institutions arising out of their professional or technical knowledge, skill and experience.

P. G. S.



14. **Ordinary, Special Meeting and General Body Meeting:-**
- a) The Board of Trustees shall hold at least one meeting every six months and this meeting shall be called the Ordinary Meeting. The Board of Trustees may also hold additional meetings and such meetings shall be called special meetings. Such ordinary and special meetings will be held at such time and place as the Chairman cum Managing Trustee may determine and shall be called by the Chairman cum Managing Trustee or the Secretary by intimating the Trustees in writing at least seven days before of such meeting.
- b) **General Body Meeting:-** The Board of Trustees shall hold a General Boding Meeting once in a year after 31<sup>st</sup> March, but not later than 30<sup>th</sup> Sept. and the audited accounts of the Trust shall be placed for approval. The Chairman cum Managing Trustee, Vice President, Secretary, Treasurer and Three Executive Trustee shall be elected with the majority of the Trustees present at the general body meeting once in three years.
15. **Notice of Meeting:** Notice of any meeting of the Board stating the general particulars of all the business to be transacted, shall be delivered or sent by post to each member of the Board at his last known address at least 7 days before the meeting, but the proceedings of any meeting shall not be invalidated by reason of any business being considered therein despite of the non-inclusion thereof in the general particulars of the original notice for such meeting.
16. **Quorum:** There shall be a quorum of at least two Trustees present at any meeting of the Board of Trustees but in the general body meeting the quorum shall be three Trustees. If there is no quorum within half an hour after the time appointed for the meeting, the meeting shall stand adjourned to some other suitable date and place to be notified to all the trustees and in such case no quorum shall be required, for the adjourned meeting.
17. **Trustees to have one vote:** No Trustee shall have more than one vote at any of the meetings of the Board, However, a Trustee may or may not vote on any matter.
18. **Decision at the Meeting:** All the decisions at the meeting of the Board shall be taken by majority and in case of equality of votes the Chairman of the meeting shall give a casting vote in addition to his own vote. The decision taken/ agreed by the majority of Trustees shall be binding of the other Trustees.
19. **Chairman cum Managing Trustee of the Meeting:** The Trustees shall elect chairman cum Managing Trustee from amongst themselves. The Chairman cum Managing Trustee shall preside over all the meeting of the Board. In the absence of the Chairman cum Managing Trustee, Vice President who is present shall preside over the meeting or if Vice President is also absent any one of the trustee present shall be the Chairman of the said meeting. Such Chairman shall exercise all the powers of the Chairman for conducting the meeting.
20. The Secretary shall keep or cause to be kept proper minutes of the proceedings of all the meetings of the Board, and of the resolutions passed at all the meetings of the Trust as also to those passed by a subcommittee appointed, if any, by the Board.
21. **Circular Resolution:** A resolution shall be as valid and effectual, if it had been passed at a meeting of the Board duly called and convened, if a draft thereof in writing is circulated to all the members of the Board and has been approved and evidenced under the signature of all the members of the Board. Such resolution shall however, be ratified by the Board in its immediately following meeting.



22. **Powers and duties of the Chairman:**The Chairman cum Managing Trustee shall preside and conduct and regulate all meetings of the Board. His rulings on any point, order and decision as to the results of voting shall be conclusive and final. The Chairman shall have the authority to interpret the rules the purpose of conducting and regulating the meeting and, deciding the question of meeting.
23. **The Bank Account:**The Board may open a Bank account or accounts for the purposes of keeping and/or investing funds of the Trust, in any Nationalized or scheduled bank(s). Such account or accounts shall be opened in the name of the Trust and the same shall be operated upon in such manner, and the said Bank Accounts shall be operated by the any of the trustees jointly and severally.
24. **Accounts and Audit:** The Board shall keep or caused to be kept proper of account in which all receipts and expenditure relating to the trust shall be entered and such books shall be kept at the office of the be made and prepared all proper accounts of income and expenditure in connection with the management of the trust and a balance - sheet and such account shall be audited by a qualified by a Chartered Accountant or Chartered Accountants to be appointed from time to time by the Board and the Auditor or auditors so appointed shall be paid his or their remuneration from Trust Fund. Such statement of accounts shall be signed by the Trustees and certified by the auditors.
25. **Investments:**The Board shall be entitled to and is hereby expressly authorized to invest the Trust Fund or any money subject to the provisions of the Income Tax Act, 1961 and these presents in any securities or investments made strictly in the name of the Trust and shall be held by any two or more trustees, as may be decided by the Board.
26. **Indemnity:**Each of the Trustees shall be respectively chargeable only for such moneys, stocks, funds, securities and other assets of the Trust as he shall actually be in receipt of for the sake of conformity and shall be answerable and accountable only for their individual respective acts, receipts, neglects and willful defaults and not for those of others, nor for those of any Bankers, Brokers, or their persons in whose hands any Trust moneys or assets may be placed, or deposited for the deficiency or insufficiency of any stock, funds and security nor for any other loan, unless the same shall have happened due to or through their or his/her own willful default or dishonesty respectively and in particular, no trustee shall be bound to take any steps or proceedings against a Co-Trustee.
27. **Protection to Trustees:**Where the Trustees, in the purported exercise of their discretions and powers hereby or by law conferred, act on the advice of any counsel, solicitors or other lawyers, engineers, surveyors, land or estate agents, brokers, cashiers, accountants or any other expert the Trustees shall not be held personally responsible for any loss that may result from acting on such advice but the act of commission shall be deemed to be authorized and proper and the advice shall operate to grant full protection to the Trustee(s) concerned as if the act of commission has been directly authorized by this deed.
28. **Dispute:** In case of any dispute between trustees, permanent trustee as mentioned above shall unanimously decide and its decision will be final and binding on all trustees.

P. R.



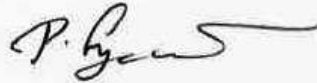
29. **Dissolution:** If for any reason, the said Trust ceases to function or to exist, the Trustees shall hand over the Income, transfer the trust funds and property including any accumulated with the trust funds and property including any accumulated income to any other Charitable Trust created which enjoys recognition under section 12A, 12AA and 80G of the Income Tax Act 1961 having similar objects and in such event this Trust shall be deemed to be dissolved and the Trustees shall cease to be Trustees thereof.
30. **Disposal of Trust Fund:** If on dissolution of the trust there shall remain after the satisfaction of its debts and liabilities any property whatsoever not impressed with any Trust, agreed between the Trust and Donor or Donors, the same shall not be paid or distributed between the Trustees or the Settler of the Trust or any of them, but shall be handover and transfer the trust has per clause 28 supra.
31. The trustees may from time to time and at any time make rules not inconsistent with the trust deed for the conduct and management of the trust and such amendments and rules should not extend to altering the basic character /objects of the trust and further no such amendments which may prove to be repugnant to the provisions of section 2(15), 11, 12,13 and other provisions and 80G of the Income Tax Act 1961 shall be made. Any amendment to the Trust deed shall be carried out only with the prior approval of the Commissioner of Income Tax/ Director of Exemption or such other Income Tax Authorities having jurisdiction over the Trust.
32. The object and activities of the Trust shall be carried out only in India and not outside of India.
33. Any reimbursement of expenses by the trustees will be at the actuals.
34. Trust to be irrevocable: subject to what is provided in clause (28) above Trust hereby created is irrevocable.
35. For removal of doubts, it is hereby declared that the funds and income of the Trust shall be solely utilized towards the objects and no part of it shall be utilized for payment to Trustees or persons defined Sec 13 (1)(1) by way of profits, interest or dividend etc.
36. Any alienation of immovable property shall be done with the prior approval of the Director of Income Tax [Exemptions].
37. The Trust has no moveable or immovable properties except the corpus fund of Rs. 1000 (Rupees One Thousand only) as on this date.

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

Signed and delivered

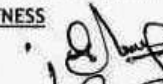

By the within named Founder.

1. (P. GYANCHAND)




in the presence of.....

WITNESS

1.  G. Ananthan & T. Govindanjan Vithankudasanathan Sirkali
2.  R. Purusothaman & R. KANNAN CANAL ST Sirkali.

DRAFTED & APPROVED BY Page 12 of 12

  
R. Ganesan M. Con. S. S. S. S.  
SOTHIRIAM, ELATHUR PO.  
SIRKALI T.  
O.W.L. NO: A 132/95 MD





Presented in the Office of SUB REGISTRAR of Sirkazhi and fee of Rs. 235 paid between hours of 4 and 5 on 20/02/2017 by

1 Left Thumb



*P. Govindaraju*

Additions As per the recitals of the document

Execution Admitted by

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*P. Govindaraju*

Additions As per the recitals of the document

Identified by

1 *[Signature]*

Name : ANANTHAN

S/o GOVINDARAJU

ANNAMALAIYAR  
NAGAR  
VILANTHIDASAMUTHU  
RAI SIRKALI TALUK

2 *[Signature]*

Name : PURUSOTHAMAN

S/o KANNAN

CANNAL STREET  
SIRKALI SIRKALI  
TALUK

20th day of February 2017

*[Signature]*  
SUB REGISTRAR  
Sirkazhi



Endorsement Sheet no. 1 of 2

Date : 20/02/2017

SUB REGISTRAR

Sirkazhi

சி. பழனிராஜம்



For SUBHAM VIDYA MANDIR

Secretary

SUBHAM VIDYA MANDIR  
611/1, Sri Kazhi Nagar,  
Sattanathapuram, Sirkazhi - 609 118.  
Affiliation No: 1831851  
School Code: 66898

