



தமிழ்நாடு தமில்நாடு TAMILNADU ரூ.100

BK 544068



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10.6.16

D.C. EDUCATIONAL
TRUST, DHARMAPURI

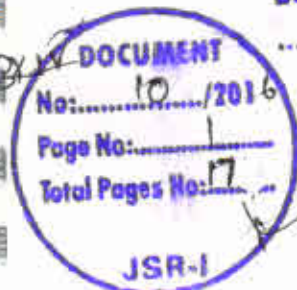
B. அழகர்
த. வி. உ. எண்; 3510/BI/2006
இன்றூர், தருமபுரி - (Tn).

TRUST DEED

THIS INDENTURE OF TRUST executed on this 15th day of June 2016.

BY D.C. ELANGO VAN (IncomeTax Pncard No. AACPE0150H / Phone No. 04342 - 262040), son of Mr. D.N. Chinnasamy , aged 52 years , residing at 16/B, Arunachalam Street, Kumarasamy pettai, Dharmapuri - 636701 (hereinafter referred to as the **SETTLOR** which term wherever the context so requires or admits shall mean and include his legal heirs, successors, executors, administrators and assigns of **ONE PART**

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Joint Sub-Registrar-I
Dharmapuri

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தமிழ்நாடு தமில்நாடு TAMILNADU Rs 100

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D. C. EDUCATIONAL
TRUST DHARMAPUR

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B. அழகர்

த. மீ. உ. எண்; 3510/BI/2006
இன்றூர், தருமபுரி - (Tk)

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IN FAVOR OF

1. Mrs. MEENA ELANGO VAN (IncomeTax Pancard No. ADQPM8043E), daughter of P.M. Gopal, aged about 48, residing at 16/B, Arunachalam Street, Kumarasamy pettai, Dharmapuri - 636701
2. Mr. E. PREM (IncomeTax Pancard No. BBKPP9503R) son of Mr. D.C. Elangovan, aged about 26 years, residing at 16/B, Arunachalam Street, Kumarasamy pettai, Dharmapuri - 636701



De. Elangovan

x Prem

E. Prem



தமிழ்நாடு தமிழ்நாடு TAMILNADU ரூ. 100

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D.C. EDUCATIONAL TRUST. DHARMAPURI

B. அழகர்
ச. வி. உ. எண்; 3510/BI/2006
இன்றூர், தருமபுரி - (Tk).

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(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**.)

WHEREAS THE SETTLOR above named has been desirous of creating and establishing an educational Charitable Trust.

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AND WHEREAS THE SETTLOR above named has settled a sum of Rs. 1,000/- (Rupees One Thousand only) as a fund, in favour of the **TRUSTEES** upon Trust with a view to give effect to his desire of creating and establishing a Trust for the purpose of undertaking charitable activities for the benefit the public, for the objects set out in this trust deed and for fulfillment of which, the terms and conditions are more particularly set forth hereunder.

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

THIS INDENTURE WITNESSETH AS FOLLOWS

1. The **SETTLOR** above named hereby establishes a Public Charitable Trust by the name of "**D.C. EDUCATIONAL TRUST**" for the purpose and upon the conditions set forth hereunder.
2. The **TRUSTEES** named above shall be the first trustees and have given their consent to be appointed as the trustees and as token thereof, they have set their hands to this instrument.
3. The **SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of Rs. 1,000/- (Rupees One Thousand only) as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge.
4. The office of the Trust for the time being shall be at 16/B, Arunachalam Street, Kumarasamy pettai, Dharmapuri - 636701 , with the power given to the Trustees to shift the same to any other place as they may mutually agree upon.
5. The **TRUSTEES** do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the **TRUSTEES** from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

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I. OBJECTS:

The objects of the Trust are:

1. **To Build and run Schools, colleges, education institutions, for the benefit of the public.**
2. **To acquire, purchase or otherwise own or under take on loan or lease or hire temporality or permanently any movable or immovable property necessary or convenient for the furtherance of the objects of the trust.**
3. **To establish, build or manage Hostels, Short Stay Homes, Shelters, Crèches, for the furtherance of the objects of the trust.**
4. **To Provide grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc.**
5. **To provide Grant 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.**
6. **To establish educational institutions to serve the all levels of public especially the needy and deserving students, irrespective of caste, color, creed, sex and Nationality**
7. **To Provide contribution to education and scientific research and development.**
8. **To do such other lawful things as are incidental or conducive to the attainment of the above objects.**
9. **And generally to do all activities conducive for the above objectives.**



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10. To carry out activities without the intention of earning profit and to perform with service motive .

11. Not to carry out any activities of the Trust 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 **SETTLOR** 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.

IV. 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 3 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 **SETTLOR** shall be the first **Managing Trustee** 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 LIFE. The Board of Trustees shall have the power to increase the total number of Trustees up to the maximum number stated above and fix their term as per provisions contained herein.



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Any Trustee, including the Managing Trustee may retire or resign 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 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.

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.

V. TRUST ADMINISTRATION AND POWER TO THE BOARD:

A. The **Board of Trustees** shall have power to:

1. 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 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.
6. 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 execute documents for the same and to repay the same along with interest and other financial charges.
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, 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, conduct 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.
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.

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B. ROLES AND RESPONSIBILITIES AND POWERS

The Roles, Responsibilities and Powers of all these officers is defined below. In addition to these, the Managing Trustee may grant additional roles, responsibilities and powers to any of the Trustees.

MANAGING TRUSTEE:

In addition to discharging normal duties of a trustee, the Managing Trustee shall preside over meeting of the Board of Trustees. The Managing Trustee is authorized to sign all documents, including bank documents, acknowledgements for the contributions received, and agreements with individuals, Government Institutions and other organizations, on behalf of the Board of Trustees. The Managing Trustee shall have all the residuary powers, not explicitly assigned to any of the other officers in these presents.

The Managing Trustee will be the Chairman of all the educational institutions run by the trust and if he so desires can appoint any one of the trustees as Chairman to any one or to all educational institutions run by the trust.

The Managing Trustee is authorized to sign along with another trustee bank cheques, deposit release vouchers etc. The Managing Trustee is empowered to remove any Trustee from the Trust and its offices, if he/she finds that his/her activities are not congenial to the activities of the Trust.

The Managing Trustee is responsible for ensuring that the Trust pursues its Objects and for maintaining the dignity of the Trust organization and shall use his/her influence to promote the activities of the Trust.

VI. 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, the Managing Trustee may authorize any other trustee to preside over such meetings.
2. In the event the Managing Trustee is not able to attend the meeting already convened, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.
3. 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.



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4. 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.
5. 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.
6. The meeting of the Board shall be convened after giving at least a week's notice unless all the Trustees agree to accept a shorter notice.
7. 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.

VII. BANK ACCOUNT:

The Managing Trustee and one more Trustee shall jointly operate Bank Accounts on behalf of the Trust. In their 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.

VIII. 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.

IX. 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 six months of the close of the financial year.



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X. 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 Managing Trustee and other Trustees, at a duly convened meeting of the Board with at least 2 weeks' notice, and by a resolution passed by atleast three-fourths 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 and these shall be read together with the main Trust deed.

XI. INDEMNITY:

The Board of Trustees shall be indemnified for any act done by them in good faith in the course of the administration of the Trust.

XII. SETTLOR AND THEIR RELATIVES:

Notwithstanding 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:

- (a) **SETTLOR, Managing Trustee, Trustees** or any person who makes a substantial contribution to the Trust or of any relative of the **SETTLOR, 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.

XIII. APPLICABILITY OF TRUST ACT:

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

XIV. 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.

XV. THIS TRUST IS DECLARED IRREVOCABLE

XVI. 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 after obtaining previous approval of Commissioner of Income-tax and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns.

SCHEDULE

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

1. Cash contribution to the Corpus Fund of the Trust of Rupees 1,000/-

(Rupees One Thousand only)

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

SIGNATURE OF SETTLOR

SIGNATURE OF TRUSTEES

Witnesses:

1) Signature:

Name and address

P. VEETAMANI S/O V. PARSIYAN
382 E TC MILK BALESTAR, DHARMAPURI

2) Signature: -----

Name:

Address:

S/O KUPPER
A. Munkalathur (P.O.)
Rajaseed. T.O.
Dharmapuri

Drafted by :

L.S. Balasubramanian, Document Writer

L.No.A1029/DMP/84, Dharmapuri.

Typed by :

B. Thirugnanam, Dharmapuri.

Presented in the Office of Sub Registrar Joint I of Dharmapuri Joint I and fee of Rs. 200 paid between hours of 3 and 4 on 20/08/2016 by

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Additions As per the recitals of the document

Execution Admitted by

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Identified by

1

Name : P.Veeramani

S/o V.Pandiyan

382I, R.C.Mill Back Side Dharmapuri

2

Name : K.Murugesan

S/o Kuppan

A.Murukampatti (v) Palacode (Tk) Dharmapuri (Dt)

20th day of June 2016

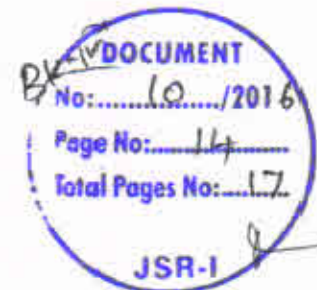
Sub Registrar Joint I

Dharmapuri Joint I

Registered as No 10 of 2016 of Book IV

Date : 20/06/2016

Sub Registrar Joint I Dharmapuri Joint I



PERMANENT ACCOUNT NUMBER

AACPE0150H



செய்தியை

THARIPUEI CHINNASAMY
ELANGOVAN

தந்தையின் பெயர் / FATHER'S NAME
CHINNASAMY

பிறந்த நாள் / DATE OF BIRTH

12-09-1964

கையொப்பம் / SIGNATURE

Ch. Elangovan

வருமான ஆணையர்
Commissioner of Income-tax, Coimbatore

இந்த அட்டை வரலாற்றுக்காரர்/கண்டெடுக்கப்பட்டாலோ இவ்வட்டையை விடுவோகித்த கீழ்க்காணும் அதிகாரிக்கு தகவல் அனுப்பாது அல்லது திருப்பி அனுப்பாது கோரப்படுகிறது.

வருமான ஆணையர்,
57 - A, ரேஸ் கோர்ஸ் சாலை,
கோயமுத்தூர் - 641 018.

In case this card is lost/found, Kindly inform/return to the issuing authority :

Commissioner of Income - tax,
57-A, Race Course Road,
Coimbatore - 641 018.

De S. Elangovan

July

S. Praveen

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Total Pages No:.....17.....
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பெரும்பாலான /PERMANENT ACCOUNT NUMBER

ADQPM8043E



பெயர்/NAME

ELANGO VAN MEENA

தாய் பெயர்/FATHER'S NAME

GOPAL

பிறந்த தேதி/DATE OF BIRTH

14-02-1968

கையொப்பம் /SIGNATURE

Elango Van Meena

[Signature]

வருமான வரி ஆணையர்,
Commissioner of Income-tax, Coimbatore

இந்த அட்டை காணாமற்போனாலோ/
கண்டெடுக்கப்பட்டாலோ இயல்படைய
விழியோகித்த கீழ்க்காணும் அதிகாரிக்கு தகவல்
அனுப்புகிறது அல்லது திரும்பி அனுப்புகிறது கோரப்படுகிறது.

வருமான வரி ஆணையர்.
67 - A, ரேஸ் கோர்ஸ் சாலை,
கோயமுத்தூர் - 641 018.

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the issuing authority :

Commissioner of Income - tax,
67-A, Race Course Road,
Coimbatore - 641 018.

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Page No: 16
Total Pages No: 17
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E. Prem

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आयकर विभाग
भारत सरकार
नया दिल्ली

आयकर विभाग
भारत सरकार

