

துறிழ்நாடு तमिलनाडु ТАМІLNADU

94.09

V. Suboamaian

1 637319 S.Cymja

## TRUST DEED

THIS DEED OF TRUST EXECUTED THIS 9<sup>th</sup> day of April 2009 by Mr.V.Subramanian, S/o. V.S. Venkataraman aged about 49 years residing at No.5, Second Street, Lakshmipuram, Royapettah, Chennai – 600 014 hereinafter called the FOUNDER.

WHEREAS THE FOUNDER is desirous of establishing an Irrevocable Public Educational Trust, for the benefit of the purpose of running Educational Institution, for the benefit of the people of India, irrespective of caste, creed, community or religion.

WHEREAS THE FOUNDER, with a view to given effect to the said desire, here by constitutes a Trust, appointing the Trustees Named in these presents as the First Trustees of Trust and the Trustees have consented to act as Trustees.

DUCLIMENT

Vole )



कृष्णिकार्षे प्राचित्र विषया के प्राची के विषय

V. Subjection

M 63/3111 S. Egnega

WHEREAS prior to the execution of these presents, a sum of Rs.1,001/- (Rupees One Thousand and One Only) was handed over to the Trustees, to be held by them in Trust together, with further donation and contributions and any property that may be transferred to the Trust, by FOUNDER or by other and the Interest, Rent, Dividend and Other Income thereof for the objects and purposes hereinafter mentioned, subject to the powers and provisions hereinafter declared and contained of and concerning the same.

NOW THIS DENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- 1. The Trust is hereby declared and constituted as a Public Charitable Educational Trust and shall be called "RAMAJAYAM EDUCATIONAL TRUST" and shall at present be located at or such other place or places as the Trustees here in, my decide from time to time.
- 2. The First Trustees shall be:
  - (1) Mr. V. Subramanian, S/o. V.S. Venkataraman aged about 49 years now residing at a No.5, Second Street, Lakshmipuram, Royapettah, Chemai 600 014.

1110

- (2) Mr. V.S. Venkataraman, S/o. Mr. Subramania Iyer aged about 67 years, now residing at No.5, Second Street, Lakshmipuram, Royapettah, Chennai 600 014.
- (3) Mrs. Dharma Subramanian, W/o. Mr. V. Subramanian aged about 42 years, now residing at No.5, Second Street, Lakshmipuram, Royapettah, Chennai 600 014.
- (4) Mrs. V. Jayalaxmi, W/o. Mr. V. S. Venkataraman aged about 67 years, now residing at No.5, Second Street, Lakshmipuram, Royapettah, Chennai 600 014.
- (5) Ms.S.Jayalakshmi D/o.Mr.V.Subramanian aged about 27 years, now residing at No:5, Second Street, Lakshmipuram, Royapettah Chennai–600 014.
- The Founder Shall be the First Managing Trustee of the Trust and shall hold office of the Managing Trustee of this Trust for his life he until he resigns.
- 4. The Founder hereby affirms that the number of Trustees of the Trust shall be minimum of four and maximum of seven. All the Trustees who are, for the time being and from time to time in office shall be referred to collectively as "BOARD OF TRUSTEES".
- 5. The Managing Trustee herein may co-opt if found necessary, representatives from the parent/s, teacher/s and also any outsider/s who is having interest in the field of education. The appointments of these two Trustees are only discretionary and not mandatory. The Trustees who are co-opted to the board shall hold office for one year from the date of appointment. They are however eligible for re-appointment.
- 6. The Managing Trustee can retire voluntarily and he shall in such an event nominate a Managing Trustee in his place of the Managing Trustee. In the event or death of the Managing Trustee, his successor shall ipso-facto become the Managing Trustee.
- 7. No person shall hold or continue to hold office or be appointed as Trustee: .
  - (a) If he is found to be or becomes a person of unsound;
  - (b) If he is convicted of an offence involving moral turpitude;
  - (c) If he is adjudged insolvent;

60

- (d) If he is or become deaf-mute;
- (e) If he is otherwise disqualified to act according to law for the time being in force.
- Apart from the Four Trustees, as contemplated the Managing Trustee shall, if found necessary, appoint an advisory committee, consisting of a minimum of three and a maximum of five members, for such terms as the Managing Trustee deems fit and proper.
- 9. The advisory committee may advise the Board of Trustees, in general administration and conduct of the Trust and its decision are only recommendatory and the Managing Trustee can dissolve the advisory committee as and when he considers unnecessary.
- 10. The object of the Trust shall be:-
  - (a) To establish, maintain, run, improve and develop Educational Institutions such as schools, colleges, polytechnics including research association without any motive of profit.
  - (b) To award scholarship, prizes etc., for the poor and deserving students.
  - (c) To establish, maintain, run, improve and develop Libraries, reading room and other facilities for the benefit of the students.
  - (d) To give donations to Educational Institutions having similar objects.
  - (e) To do all such other lawful acts as may be necessary or incidental and conducive to the attainment of the above or any one of them.

For the removal of doubts, it is hereby declared that all the objects of Trust will be carried out without any motive of profits.

- 11. The objects are independent of each other and the Board of Trustees, may, from time to time, apply the funds of the Trust in carrying out all or any of the objects of the "TRUST".
- 12. The administration, direction and management of several institution and establishment in terms of the Trust hereby created, shall subject to the supervision, control and direction of Board, be with the Managing Trustee.

- 13. The Funds and properties of the Trust, shall be the said sum of Rs.1,001/-(Rupees One thousand and One Only) and all and every other moneys and properties in future, gifted, conveyed and transferred to the Trust, for the purpose of carrying out the objects of the Trust, hereby create and all or any income derived form the said sum of Rs.1,001/- (Rupees One Thousand and One Only) additional, accretion and augmentations, to the aforesaid sum and investment of the said funds at set out infra
- 14. The funds of the Trust shall be Invested:-
  - (a) In any of the securities authorized by the provision of the Income tax Act, 1961 and rules made there under, form time to time.
  - (b) In the purchase or acquisition of land or construction of building or other immovable property provided that no such investment shall except with the previous sanction of the Board, recorded by means of the resolution passed at a meeting of the Board.
  - (c) In current, saving or fixed or deposits with schedule Banks.
- 15. The board shall have power to accept in money or property either by way of addition to the Trust funds generally or for any one or more of the specified object of the trust and in either by way of addition and in either case, such contributions shall be dealt with either as capital or as Income according to the direction of the Donors at the time of the gift.
- 16. The Managing Trustee shall have the power to call in and covert into cash, the Trust properties and realize any or all of the securities and Investments and reinvest them in such manner as is authorized herein. He shall have power to borrow from time to time from banks, individuals, or other whether by giving security of the Trust properties or otherwise such sums as he may deem to execute such documents as may be required in that behalf.
- 17. The Managing Trustee shall have full power of the management of the Trust properties and he shall have full control over the finances and funds of the Trust. He shall likewise have full power of supervision over all institutions and all the establishment falling within the objects of the Trust that may be maintained and conducted in terms of the Trust hereby created.
- 18. The Board shall, have power to levy any or charges form the students, apprentices, or others, benefiting from the institutions and establishments maintained and conducted by the Trust and the shall have the power to exempts deserving students, apprentices, and others, from payment of any fees or charges that may be fixed by the Board from to time.

- 19. The Board shall be entitled to take steps that may be reasonable necessary or required for the preservation of the Trust, the Trust properties of the title to the Trust properties.
- 20. The Managing Trustee shall, have power and authority, to execute such document for and on behalf of the board in respect of mortgages or changes to be created on all or any of the properties of the Trust as the board may form time to time decide.
- The Managing Trustee shall have all power for the purpose of managing, conduction and administering the affairs of the institutions, and other establishments conducted by the Trust.
- The Managing Trustee shall arrange for the maintenance of correct and proper accounts and get the audited every year by Chartered Accountants.
  - 23. The Managing Trustee during his absence may delegate for a temporary period, his authority in respect of the administration of the institutions to one of the Trustees giving specific instructions to of the Trustees giving specific instruction in writing.
  - 24. No act of the Managing Trustee done, in exercise of the power hereby conferred of shall be called to question or interfered with by Board.
  - 25. The Managing Trustee shall have the custody and control of all the documents of title to the properties of the Trust and all other documents, Accounts, and other papers, relating to the Trust, and the same be open to inspection by any Trustee on reasonable notice during office hours of the Trust.
  - 26. The Managing Trustee, shall, on request by any Trustee, furnish such information as the latter may reasonably require in respect of any matter pertaining to the Trust.
- \*27. The Managing Trustee shall, once in every year, place before the Board for the consideration and adoption by the Board, the income and expenditure account for the year ending on the previous 31<sup>st</sup> day of march and the balance sheet as on that date, with the Auditor's Report or certificate thereon.
- 28. The Managing Trustee shall be the Executive Officer of the Board and as such he shall have power and authority and on behalf of the Board.
  - (a) To sign papers, receipts and documents:

- (b) To pay money due to the trust and demand and get receipts therefore;
- (c) To demand and receipts money due to the Trust and issue receipts for the moneys so received:
- (d) To open current account and deposit account in the name of the Trust with such banks as the board may time to time authorize in this behalf of the Trust;
- (e) To make, draw, endorser, accepts, sign, negotiate or transfer, cheques, promissory notes handles, bills of exchange, bills of lading, railway receipts, warrants and other negotiable or transferable instruments, Government securities or other securities.
- (f) To lease out for a period not exceeding three years at a time, landing and properties of the Trust which are ordinarily leased out if he considers that the said properties remains idle for the being
- (g) To prosecute, defend, compromise refer to arbitration or abandon legal proceeding or disputes and
- (h) To appoint, employ, remuneration, remove, suspend, discharge, dismiss, re-employ, replace, transfer and accept resignation of staff and workers permanently, temporarily or otherwise
- (i) To call for the meeting or meeting of the Board
- (j) To execute all documents on behalf of the Board.
- 29. The Managing Trustee and other Trustees may reimburse themselves or may reimburse out of the Trust money in their hands all expenses properly incurred by them in or about the execution of the Trust and in discharge of their duties imposed on them under this Trust.
- The Trust conforms to the provisions of the Indian Trust Act, 1382, in all the matters not expressly provided for herein but in case any clauses contained herein withy respect of the Management or administration of the Trust or any matters falling hereunder, the Managing Trustee may on behalf of the Board, apply to the Court for opinion, advice, direction or order and the Trustees acting upon the direction, if any, of the Court shall be deemed so far as regards their responsibility to have discharged their duties in respect thereof.

It is hereby expressly declared that this Trust is a Public Charitable Trust and the Trust hereby created is irrevocable and perpetual.

#### ACQUISTION OF SALE OF PROPERTY

The Trust may acquire such Property or Properties as may be deemed necessary from time to time and shall also have the powers to sell the Properties of the Trust provided however, that the purchase or sale of the Trust Property shall be in the interest of the Trust.

The rules as contained herein above subject to the provision supra shall be the Rules governing the said Trust, subject to such additions thereto, alterations therein or repeal thereof from time to time as may be admitted by these presents in the manner set out herein above.

- · 32. The Institution is irrevocable.
- In case of winding up/dissolution, the net funds would be transferred to Institutions having similar objects and enjoying exemption u/s 11 & 80G of the IT Act, 1961.
- The activities would be confined to the territory of India.
- The Activities would be purely charitable nature and not motivated for 35. profit.
- The funds of the Institution would be utilized only towards the objects and no portion of it would be distributed in any manner to the trustees or persons defined in Section 13 (1) (c) of the Income Tax Act 1961.
- The benefit of objects would be available to the general public irrespective of caste, creed, religion or sex.
- Not more that 5% of the Income of the trust/Institution would be applied for any religious purposes or given to religious institutions (any violation Found will lead to denial of exemption under section 80G considering the Trust as Public Religious in nature)

39, There is no moveyle or munorable proporty SIGNATURE TO THIS DEED ON THE DAY, MONTH AND YEAR ABOVE WRITTEN.



7436 SUBRAMBALIANA
3-10-2007 COSTRADO TOPO Page Jole JC No. Page JC No. Pag

SALE DEED

distributed hear cremend

This Deed of absolute Sale is executed at Coimbatore on this 16<sup>th</sup> day of October 2007 by

MRS. BAGYAM, W/o (late) Mr. Ponmalaisamy, Hindu, residing at Door No.21, Parameswaran Lane, Pillaiyar Koil Street, (East) Chinnavedampatti Village, Coimbatore Taluk.

(2) MR.P.RAJA, S/o.(late) Mr.Ponmalaisamy, Hindu, residing at Door No.21, Parameswaran Lane, Pillaiyar Koil Street (East), Chinnavedampatti Village, Poimbatore Taluk, hereinafter called and referred to as the "VENDORS" of the first

WENDOR POWER AGENT

part represented herein by their **General Power of Attorney** and **Agent, MR.V. SUBRAMANIAN, PAN NO. AAVP89620D** S/o. Mr.S.Venkataraman, **Executive Director** of M/s. Ramani Realtors Private Limited, having its office at No.1680, Ramani's Regency, Trichy Road, Coimbatore – 641 045. duly appointed as Power Agent as per Registered Deed of General Power of Attorney dated 07-04-2003 bearing Reg.No.123/2003 of SRO Gandhipuram, Coimbatore.

### TO AND IN FAVOUR OF

M/s. Ramani Realtors Pvt Limited, PAN No. AAACR2683K having its Office at No.1680, Ramani's Regency, Trichy Road, Coimbatore – 641 045, Represented by its Director, MRS.DHARMA SUBRAMANIAN, PAN No. AAWP\$6944H W/o. Mr.V.Subramanian, Hindu, residing at Old No.22, New No.17, Malaviya Street, Ramnagar, Coimbatore – 641 039 – hereinafter called and referred to as the 'PURCHASER' of the second part the terms the VENDORS and the PURCHASERS wherever the context so permits shall mean and include their heirs, executors, legal representatives and administrators and assigns.

WEHEREAS Mr. C.K. Ponmalaisamy, the husband of the No.1 and father of the No.2 of THE PARTY OF THE FIRST PART herein was originally the absolute owner in possession and enjoyment of the property having right, title and possession in the property morefully described hereunder in the schedule. He became the absolute owner of the schedule property and other properties by virtue of allotment in the family partition held on 11.11.1993, under a Registered Partition Deed dated 11.11.1993 bearing Document No.6313/1993 of Sub Registrar's Office, Gandhipuram, Coimbatore. He was allotted "A" Schedule property on the above said date in the family partition and thereafter he has been in absolute possession and enjoyment of

WHEREAS after the death of the Original owner, Mr. C.K.Ponmalaisamy, his legal heirs, THE PARTY OF THE FIRST PART herein had inherited the property as his only legal heirs and from 19.07.1997 onwards they have been in absolute possession and enjoyment of the property, as absolute owners thereof in equal shares in the property absolutely belonged to Mr. C.K.Ponmalaisamy. Mrs.Janakiammal, Sister of (Late) Mr.Ponmalaisamy, also executed a Release Deed by a Registered Release Deed dated 12.09.2002 under Document No.2795 of 2002 at SRO, Gandhipuram, confirming the release of her share in the property in favour of THE PARTY OF THE FIRST PART herein. Hence THE PARTY OF THE FIRST PART, Mrs.Bagyam and Mr.Raja are the absolute owners of the Scheduled Property.

WHEREAS THE PARTY OF THE FIRST PART herein are the sole and absolute owners thereof and none else is having any interest or claim over the schedule mentioned property.

. WHEREAS the Power of Attorney representing THE PARTY OF THE FIRST PART is entitled to execute the sale deed on behalf of THE PARTY OF THE FIRST PART.

WHEREAS the PURCHASER, THE PARTY OF THE SECOND PART herein has offered to purchase the schedule mentioned property for a total sale consideration of Rs.45,08,460/- (Rupees Forty Five Lakhs Eight Thousand Four Hundred and Sixty only) free from any encumbrances whatsoever.

WHEREAS in view of the above,

# NOW THIS DEED OF SALE WITNESSETH:

That in pursuance of the above and on the sale consideration of Rs.45,08,460/ (Rupees Forty Five Lakhs Eight Thousand Four Hundred and Sixty only) paid by the PURCHASER to the VENDORS before execution of these present to the receipt the Purchase of Ro. 45 08 460/. (Rupees Forty Five Lakhs Eight Thousand

and acquits the PURCHASER from any further payment thereof, the VENDORS doth hereby sell, grant, convey, transfer and assign unto the PURCHASER of the property described in the schedule hereto TO HAVE AND TO HOLD the same to the PURCHASER absolutely and forever free from all encumbrances.

THE VENDORS DOTH HEREBY ASSURE AND COVENANT WITH THE PURCHASER AS FOLLOWS:

- The VENDORS are the sole and absolute owners having good subsisting right and title to convey the property hereby conveyed to the PURCHASER in the manner herein contemplated.
- The PURCHASER shall peacefully and quietly possess enter upon, retain hold and enjoy the said property as the PURCHASER'S own property without any lawful let or hindrance interruption, claim or demand by or from the VENDORS or any other person or persons claiming under through or in trust for the VENDORS.
- The said property is not subject matter of any encumbrances, charges, liens, attachments, lispendense, mortgage or litigation or minor disputes whatsoever.
- 4. The VENDORS at all times will indemnify and save harmless the PURCHASER against all losses, expenses, costs and damages which the PURCHASER may be put to or incur by reason of any encumbrances or defects in title to the property hereby enjoyed.
- 5. The VENDORS at the request and at the cost of the PURCHASER shall do and cause to be done, execute and cause to be executed all such further acts deeds and things as may be necessary and reasonably required or further or better assuring the title of the PURCHASER to the property and peaceful possession and enjoyment of the property of the PURCHASER.

- 6. The VENDORS shall bear and pay all the taxes, rates, charges due and payable and other arrears to the local authorities, Corporation of Coimbatore or any Panchayat, State or Central, Government Authorities up to date of the sale and the PURCHASER shall pay and bear the same from this date onwards.
- 7. The VENDORS have delivered possession of the Schedule mentioned property conveyed herein to the PURCHASER along with the copies of the title deeds, as in original partition deed other properties are included only copies furnished to the PURCHASER.

## **SCHEDULE**

## DESCRIPTION OF PROPERTY

Registration District of Coimbatore, Gandhipuram Sub-Registration District, North Taluk, Chinnavedampatti Village, S.F.No. 559 measuring an extent of Punjai Acres. 4.14 equivalent to 180338.40 Sq.ft equivalent to 16753.84 Sq.mtr Punjai Land with all rights and mamool passage extra

The Property is situated at Chinnavedampatti Village, Colmbatore North Taluk.

The Market Value of the Property is Rs. 45,08,460/- (Rupees Forty Five Lakhs Eight Thousand Four Hundred and Sixty only)

IN WITNESS WHEREOF THE VENDORS HAVE SET THEIR HANDS AND SEAL THIS THE . /6 TO DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

S Page/s

VENDOR FOWER AGENT

AVONPUNA FOR RA

FOR RAMANLREALTORS PVT LTD

(Dharna Subranania

RADOKA J

Louis copy of the origina.