182 BK4/2024



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-01-23

MADAN A SENDHIL

COMBATORE

TRUST DEED

P. Sonthallan

P. SANTHAMA STAMP VERD Edayarpalayara

Coimbatore-8, Publicado L.No 37383 / B1 / 97 / Be

THIS DEED OF TRUST is executed on January 19th, 2024, BETWEEN Mr.Madan A Sendhil S/o Arumugam P residing at 77, Podanur, Coimbatore, Tamilnadu- 641023 (Party of the first part) hereinafter called "SETTLOR OF THE TRUST"

AND

1. Mr. S.Arivazhagan S/o P.Selvaraj, residing at No 14 Padasalai Street, Eachanari, Coimbatore -641021.

2. Mr. R. Vijayakumar S/o Ramamoorthy, residing at 637 Thondamuthur Road, Poosaripalayam, Coimbatore – 641002.

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SETTLOR & TRUSTEE

TRUSTEE

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(Hereinafter called " **The Trustee**" which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivors or survivor of them and the trustees or trustee for the time being of these presents and their heirs, executors and administrators of the last surviving trustee, their or his assignees) of the other part;

WHEREAS the party hereto of the first part is possessed of the sum of Rs. 5000/-(Rupees Five Thousand Only) as his absolute property and he is desirous of creating an Educational Trust for the benefit of the students.

AND WHEREAS each of the parties hereto of the "Other Part" and "first part" has individually and jointly agreed to act as Trustees of the Trust, proposed by the party of the first part.

AND WHEREAS nothing contained in this deed shall be deemed to authorize the trustees to do any act which may in any way be construed statutory modifications thereof and all activities of the trust shall be carried out with a view to benefit the public at large, without any profit motive and in accordance with the provisions of the Incometax Act, 1961 or any statutory modification thereof.

AND WHEREAS the trust is hereby expressly declared to be a public charitable trust and all the provisions of this deed are to be constituted accordingly.

NOW THIS INDENTURE WITNESSTH AS FOLLOWS:

1. SETTLEMENT

The party of the first part, the settlor, does hereby settle the sum of Rs.5000 /- (Rupees Five thousand only) in Trust, with the name and for the objects hereinafter stated, by delivering the said amount in cash/bank which the party of the other part, the trustees, have accepted the receipt of which they do hereby acknowledge, to hold the same in and to the Trustees with the powers and obligations as provided hereinafter.

2. NAME & ESTABLISHED.

The name of the Trust shall be "FAROHAR EDUCATION FOUNDATION" and trust was invoked on January 10th, 2023 and the deed of trust is being executed on this day of January 20th, 2024.

SETTLOR & TRUSTEE

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3. PLACE OF TRUST

The Trust's registered office shall be at AIC RAISE Incubation Centre, Rathinam Techzone Campus, Eachanari, Coimbatore 641021 and Trust's Institutional/operational office shall be at PM Building, No41, 4th Main Road, BTM 2nd Stage, NS Palya, Bannerghatta Road, Bengaluru-560076 or such other place as the Trustees may decide based on the operational convenience. The Trust may also carry on its work at any other place or places, as decided by the Trustees.

4. OBJECTS

- > To establish and run a School, College, Technical Institutions, Commerce Education, Research Institutions, Computer Education in hardware and software and Computer Technology, Industrial Training Centre, etc.,
- > Promoting education, including special education and employment enhancing vocation skills, especially among children, women, elderly, and the differently abled, and livelihood enhancement projects
- > To open/run/manage a school/institute/college of higher / professional / vocational education in any part of the country for providing quality education and training to youth and children.
- To provide scholarships and other incentives to desirous students.
- > To Spread for promotion of education and learning in all branches more specifically in Science and Technology.
- > To establish colleges to impart education in the area of higher education

5. SPONSORING BODY

> The trust is intended to run education institution to provide quality educations to all sections of students without any discrimination.

> RGBEE GLOBAL SOLUTIONS PRIVATE LIMITED, a company duly incorporated and registered under the Companies Act 2013 having its registered office at Survey No. 137, Kammanahalli Village, Off. Bannerghatta Road, Begur Hobli, Bengaluru South Taluk, Bengaluru, Karnataka 560076

shall act as sponsoring body of the trust.

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TRUSTEE

> The sponsoring body is willing to contribute its resources and expertise for betterment of trust's objects.

6. FUNDS

- > The Trustees can collect admission and other fees from the students for academical expenditure.
- > The Sponsoring body shall lend money to the Trust upon request by the trustees in writing without any interest in the case of any shortage of funds to run the institution.
- The Trustees may accept grants, subscriptions, aids or contributions from Government, Local authorities or any other charitable institutions, in cash or in-kind including immovable property without any encumbrance, but the Trustees shall not accept any receipt with any condition or terms inconsistent with the objects of the Trusts. While applying such receipts to the objects, the Trustees shall respect the directions, if any, by the granter. Any receipt with specific direction to treat the same as part of the corpus of the Trust or separate fund shall be funded accordingly.
- > The Trust's funds and income shall be solely utilized for the achievement of the objects of the Trust and no payment shall be made to the Trustees by way of profit, interest, dividend, etc.
- > The Income derived from the Trust Properties shall be applied by the Board of Trustees for any one or all the objects of the Trust. Any Income of the Trust arising from the corpus which has not been spent in any year shall be invested in accordance with Section 11(2) of the Income Tax Act of 1961.

7. INVESTMENTS

- ✓ All monies, which shall not immediately be required for current needs shall be invested by the Trustees in eligible modes specified under the provisions of section 13(1)(d) read with section 11(5) of the Income Tax Act, 1961, as amended from time to time.
- ✓ The funds of the Trust shall be invested in the modes specified under the provisions of section 13(1)(d) read with section 11(5) of the Income Tax Act, 1961, as amended from time to time.
- ✓ The corpus of the Trust shall be invested in the manner laid down in Section 13(5) of the Income Tax Act of 1961.
- ✓ Such investments shall be in the name of Trust or Trustees.

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- ✓ That the trustees shall manage the trust fund and investments thereof as a prudent man would do the same. They shall recover all outstanding and meet all recurring and other expenses incurred in the upkeep or management thereof.
- ✓ That the trustees shall receive and hold the income of the trust on behalf and for the benefit of the beneficiaries under the trust.

POWER OF TRUSTEES 8.

That the trustees shall have the following powers to manage all the assets and/or properties of the trust including the conduct of business.

- i. to appoint employees and to settle the terms of their service, remuneration and termination.
- ii. to look into the management of the trust.
- iii. to invest the funds of the trust, in the bank or in the purchase of company shares or securities or other movable and movable and immovable properties;
- to sell, alter, vary, transpose or otherwise dispose or alienate iv. the trust properties or any investment representing the same for consideration and to reinvest the same;
- v. to pledge or mortgage the trust properties for raising loans;
- vi. to open the bank accounts in the name and on behalf of the trust and to operate the same;
- To enter into a partnership on behalf of the trust with any vii. other party or parties;
- viii. To pay all charges, impositions and other outgoings payable in respect of the trust properties and also to pay all cost of the incidental to the administration and management of the trust properties;
- To file suit on behalf of the trust and to refer to arbitration all ix. actions proceedings and disputes touching the trust properties and to compromise and compound the suits filed;
- To accept any gift, donation or contribution in cash or in kind x. from anyone for the objects of the trust;

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- xi. To seek legal opinion of lawyers and/or Chartered Accountants as and when required.
- xii. To nominate their representatives for any of the aforesaid purposes.

9. TRUSTEES AND THEIR APPOINTMENT:

- a. The Trust shall be managed by a Board of Trustees consisting of minimum 3 members.
- b. Tenure of any Trustee would be three years (including the founding Trustees) and post completion of the period, the Trusteeship of a Trustee will automatically end.
- c. Trustees will be nominated by the Sponsoring Body through a valid Board of Directors resolution of the Sponsoring Body.
- d. Managing Trustee and Secretary will be one among the Trustees elected through majority in an AGM of the Trust Board. Chairman of the Board meeting will be the Managing Trustee.
- e. In case of a vacancy in a Trusteeship due to any reason including resignation of a Trustee, or completion of 3 years tenure, or due to termination or suspension of a Trustee, or due to expiry of a Trustee, the vacancy position will be filled by a new Trustee nominated by the Sponsoring Body through a valid Board of Directors resolution of the Sponsoring Body.

10. TERMS OF APPOINTMENT

- a. The appointed trustees along with the continuing trustee shall hold office in accordance with the terms and conditions set forth in the this Deed.
- b. The appointed trustees shall have all the rights, duties, and responsibilities as outlined in the Trust Deed and applicable laws.

11.

- > The number of trustees shall not be less than two including settler but not more than five.
- > In case of any difference between the trustees, the opinion of the majority shall prevail.
- > Any of the trustees may retire on giving one month's notice in writing to the other trustee(s).
- > If any trustee dies or retires or becomes incapable or unfit to act, the sponsoring body shall appoint a successor in the place of such trustee.
- > If at any time the number of the trustees is less than two, the sponsoring body shall appoint one or more trustees.

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- > Upon the appointment of a new trustee the trust properties shall vest in the new trustees jointly with the continuing or surviving trustees, with the duties and power of the trustees set out hereinabove in this deed.
- > The trust being established and will operate subject to terms, conditions, or limitations in the Income tax Act, 1961 or any other Acts or Amendments governing Trusts.
- > The trust being established and will operate subject to terms, conditions, or limitations in the Income tax Act, 1961 or any other Acts or Amendments governing Trusts.
- > No amendments to the Trust Deed shall be made by the Trustees which may prove to be repugnant to the provisions of Section 2(15), 11,12,13 & 80 G of the Income Tax Act, 1961, as amended from time to time. Further, no amendment shall be carried out without the prior approval Director of Income Tax or Commissioner of Income Tax.

12. BOARD OF TRUSTEES & THEIR POSITION

The board of trustees and their position in the trust shall be as follows.

S.No	Name	Position
1	Mr.Madan Sendhil	Settlor & Trustee
2	Mr. S. Arivazhagan	Trustee
3	Mr.R. Vijayakumar	Trustee

13. BENEFITS & AREA OF THE TRUST

- > The benefits of the Trust/Institution would be available to all the students irrespective of caste/ creed/ colour/ race etc.
- > The activities of the Trust would be confined to the territory of India only.

14. DEATH OF TRUSTEE

On the death of any Trustee, the sponsoring body shall appoint a person as a trustee in place of the deceased.

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15. BANKING ACCOUNT

All income, subscription and pecuniary donations for the general purposes of the Trust and the income, investments and all other moneys from time to time forming part of the general revenue of the Trust shall on the same being received be paid into a banking account with any scheduled bank for the purpose of the Trust and such bank account may be operated by any one of the Trustees/settlor individually based on the resolution passed in the Board of Trustees meeting.

16. ACCOUNTS AND AUDIT

The Trustee shall keep proper books of account of all the assets, liabilities and income and expenditure of the Trust and shall prepare an Income and Expenditure Account and Balance Sheet for every year as on the last day of or any other period due to change in government policy if any

- i. The accounts of every year shall be audited by a Chartered Accountant or a firm of Chartered Accountants who shall be appointed for that purpose by the Trustees and the audited accounts shall be placed at a meeting of the Trustees, which shall be held before the end of the succeeding year.
- ii. The books of account shall be kept at the Registered Office of the Trust or at such place or places as may from time to time be determined by the Board.

17. IRREVOCABLE

This Trust is irrevocable.

18. AMALGAMATION

The trustees may amalgamate the trust with another Charitable Trust or Institution having similar objects as per law as may be applicable at the time.

19. AMENDMENTS TO TRUST DEED

Any amendments in the Trust deed, confirming to the governing laws, may be approved by the Board of Trustees through a valid resolution. In such cases, the amendment to be registered as per applicable law.

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20. WINDING UP

In the event of dissolution or winding up of the Trust, the assets remaining as on the date of dissolution shall under no circumstances be distributed among the Board of Trustees, but the same shall be transferred to another Charitable Trust/ Society whose objects are similar to those of this Trust/Society and which enjoys recognition under 80 G of the Income Tax Act, 1961 as amended from time to time.

The Trustees shall be indemnified against all losses and liabilities incurred by them in the execution of the Trust and shall have a lien over the funds and properties of the Trust for such indemnity.

IN WITNESS WHEREOF, The Parties hereunto have signed and delivered the presents on the day and year first hereinabove written.

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WITNESS

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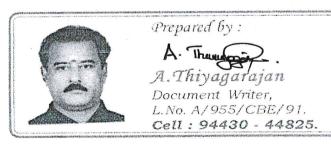
P.Rajesh, S/o Pannerselavam,

2/499, Thombaramapatti, Pudukkottai-622302

M.Nithyanandham S/o Maruthachalam, 4/62

Chettiyakappalayam post Negamam

Coimbatore-642120.









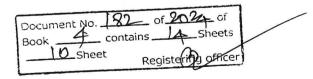
















இந்திய அரசாங்கம்

Government of India

ராஜேஸ் பன்னீர்செல்வம் Rajesh Paneerselvam பிறந்த நாள் / DOB : 21/06/1995 ஆண்பால் / Male



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ஆதார் - சாதாரண மனிதனின் அதிகாரம்



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தந்தை / தாய் பெயர் பன்னீர்செல்வம். 2-499. தொம்பரம்பட்டி. பல்லவராயன்பத்தை அஞ்சல். கறம்பக்குடி தாலுக்கா பல்லவராயன்பத்தை. புதுக்கோட்டை, கறம்பக்குடி, தமிழ் நாடு, 622302

Address: S/O: Paneerselvam, 2-499, THOMBARAMPATTI, PALLAVARAYANPATHAI POST, KARAMBAKKUDI TALUKA, Pallavarayanpathai, Pudukkottai, Karambakudi, Tamil Nadu,

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இந்திய அரசாங்கம் Government of India

நித்தியானந்தம் மருதாசலம் Nithiyanandham Marudasalam

பிறந்த நாள்/DOB: 09/06/1987 agestarcineis / Male

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சாதாரண மனிதனின் அதிகாரம்



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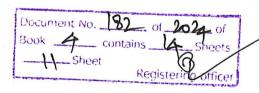
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Address: 6/24, MANIKARAR STREET, Chettiakkapalayam, Chettiakkapalayam, Coimbatore, Tamil Nadu,

6363 3336 8710

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CERTIFICATE UNDER SECTION 42 OF THE INDIAN STAMP ACT 1899

S.No 2584 of 2024

l hereby certify that a sum of ₹ 500/- (Rupees Five Hundred only) on account of deficit stamp duty has been levied under section 41 of the Stamp Act in respect of this instrument from Mr. மதன் ஏ செந்தில் residing at 77 PODHANUR, KURICHY., MADUKARAI, Coimbatore, Tamil Nadu, India, 641023.

Sub Registrar: Coimbatore North Joint 1

Date: 15/05/2024

Signature of Sub Registrar and Collector under Section

41 of the Indian Stamp Act

Presented in the office of the Sub Registrar of Coimbatore North Joint 1 and fee of $\frac{3}{2}$ 910/- paid at 02:04 PM on the 15/05/2024 by

Left Thumb





Varaly Arcda

Additions as per recitals of document

Execution admitted by Left Thumb





Harafy And w

Additions as per recitals of document

Claim admitted by Left Thumb





Lordy Auch

Identity of the person verified through Consent based AADHAAR Authentication using Thumb Impression with UIDAI reference No. UKC:217387a7f967edf43444aca62907697914

(Details from UIDAI : Madan A sendhi) S/O 1



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Claim admitted by Left Thumb





Alyan

Identity of the person verified through Consent based AADHAAR Authentication using Thumb Impression with UIDAI reference No.:

UKC:16152671c0a13bf5854fa39c25e5f0619eeb88 (Details from UIDAI: Arivazhagan S/O: Selvaraj, 1987, xxxxxxxxx3504)



Claim admitted by Left Thumb





Queron

Identity of the person verified through Consent based AADHAAR Authentication using Thumb Impression with UIDAI reference No. : UKC:179878984743d57a434e81a599501c3bc1c157 (Details from UIDAI: R Vijayakumar S/O: Ramamoorthy, 1978, xxxxxxxxx4026)



Identified By Witness 1 Left Thumb





Odkare

Mr. RAJESH Son of PANEERSELVAM vellayuthum Servai Layout, Saradha Mill road, Coimbatore, Coimbatore, Tamil Nadu, India, 641023.
Identity of the person verified through Consent based AADHAAR Authentication using Thumb Impression with UIDAI reference No.:
UKC:545835550d61d62818473bb86975cca6b8acda (Details from UIDAI: Rajesh P S/O Panneerselvam, 21-06-1995, xxxxxxxxx4633)



Identified By Witness 2
Left Thumb





Mr. NITHIYANANDHAM Son of MARUDASALAM 1/72 Vanayakar Kovil Street, Jaguranayakanapalayam, Thondamuthur, Coimbatore, Tamil Nadu, India, 641109.

Identity of the person verified through Consent based AADHAAR Authentication using Thump. Impression with UIDAI reference to :

UKC:213741c9d589612c2c48d5ba4d82cce04cc9i6.

(Details from UIDAI: Nithiyanandham Marudasalam, 09/06-1987, xxxxxxxxx8710)



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Registering officer

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R/Coimbatore North Joint 1/Book-4/182/2024

15th day of May 2024

JAYASUDHA N
Sub Registrar
Coimbatore North Joint 1

Registered as Number R/Coimbatore North Joint 1/Book-4/182/2024.

Date: 15/05/2024

Coimbatore North Joint 1

JAYASUDHA N

Sub Registrar

JOINT 1-SUB REGISTRAR COIMBATORE (NORTH)



