



தமிழ்நாடு தமில்நாடு TAMILNADU

16/4/15
11/6/15 GREAT HARVEST EDUCATIONAL TRUST

307 AL 970199
பா. தணிகைவேலை
முத்திரைத்தாள் விநியோகியாளர்
உரிமம் எண். 5930/ஆ3/08-2
நாள். 19-12-08 எண். 20, க.சி. எப். காலனி
2 வது கட்டிடம், நாமநா தெரு.
அம்பத்தூர், சென்னை-600 053.

DEED OF TRUST

This DEED OF TRUST executed this day 15th of June 2015, by Mrs. Bindu Sumodh W/o. Mr. K.P. Sumodh, Aged 38 years, residing at No.37, 3rd Street, CRPF Camp, Brindavan Nagar, Avadi, Chennai - 600 061 hereinafter called the FOUNDER.

WHEREAS the founder is desirous of establishing an irrevocable public Trust to carry out charitable objects without any motive for profit.

WHEREAS the founder with a view to give effect to the said desire constituted a Trust appointing the Trustees named in these presents as the first Trustees of the Trust and the Trustees have consented to act as Trustees.

WHEREAS prior to the execution of these presents, a sum of Rs. 1001/- (Rupees One Thousand & One Only) was handed over to the Trustees, to be held by them in Trust together with further donations and contributions and any property that may be transferred to the Trust by the Founder or others and the Interest, rent, dividend, profit and other income thereof for the objects and purpose hereinafter sanctioned, subject to the powers and provisions hereinafter declared and contained of and concerning the same.



Bindu Sumodh



தமிழ்நாடு தமிழ்நாடு TAMILNADU

GREAT HARVEST EDUCATIONAL TRUST

AL 970197

பா. தணிகைவேலு

முத்திரைத்தாள் விநியோகியாளர்
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அம்பத்தூர், சென்னை - 600 053.

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

1. The Trust hereby declared and constituted is a Public Charitable Trust and shall be called " GREAT HARVEST EDUCATIONAL TRUST" and shall at present be located at No. 536, Morai Main Road, Near Bus Stop, Morai, Avadi, Chennai - 600 055 and such other place or places as the Trustees herein may decide from time to time. But no activities of this Trust will be carried out outside India.
2. The First Trustees of this Trust Shall be ;
 1. Mrs. Bindu Sumodh aged 38 years residing at No.37, 3rd Street, CRPF Camp, Brindavan Nagar, Avadi, Chennai - 600 061.
 2. Mr. K.P. Sumodh, aged 40 years, residing at No.37, 3rd Street, CRPF Camp, Brindavan Nagar, Avadi, Chennai - 600 061.
 3. Mrs. Mercy Sunny Abraham aged 31 years residing at No.4, Church Street, Morai Main Road, Via Avadi IAF, Avadi, Chennai - 600 055.

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GREAT HARVEST EDUCATIONAL TRUST

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பா. தணிகைவேலு

முத்திரைத்தாள் விற்பனையாளர்
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அம்பத்தூர், சென்னை - 600 053.

4. The number of Trustees shall be not less than two and not more than five.

3. OBJECTS OF THE TRUST

4. 3.1 To start and run educational institutions for both formal and non - formal education for the benefit of all irrespective of caste, creed and religion.

3.2 The objects incidental and ancillary to the attainment of the above objects are:

- To Start and run educational institutions for the benefit of all both State Board and CBSE Syllabus.
- To start and run residential schools for the benefit of children.
- To organise and run medical / health care to the poor and needy
- to start and run vocational guidance and training centres for children and youth
- To cooperate with and render help to and receive help from established organisation of similar nature or organisation having similar objects and / or activities, including those of the state / Central Governments.
- To open similar centres at other places in India as and when such a need occurs.

9. a) The Following shall be the first Trustees of this Trust:

1. **Mrs. Bindu Sumodh** aged 38 years residing at No.37, 3rd Street, CRPF Camp, Brindavan Nagar, Avadi, Chennai - 600 061.
2. **Mr. K.P. Sumodh**, aged 40 years, residing at No.37, 3rd Street, CRPF Camp, Brindavan Nagar, Avadi, Chennai - 600 061.
3. **Mrs. Mercy Sunny Abraham** aged 31 years residing at No.4, Church Street, Morai Main Road, Via Avadi IAF, Avadi, Chennai - 600 055.

b) The other trustee / Trustees hereinafter called "other Trustee / Trustees" shall be elected by the Board of Trustees, if so desired, with the consent of at least two third majority of Trustees including the managing Trustee fraction of two-thirds will be ignored.

10. a) **Mrs. Bindu Sumodh** shall be the first managing Trustee of the trust and shall hold office of the Managing Trustee of this Trust for a period of three years. The managing trustee will also function as the director of the centre(s) unless otherwise decided by the board of trustees.

11. If the number of trustees of the Trust falls below the minimum prescribed in clause 3 supra the Board of Trustees shall meet within a month for the purpose of filling up the vacancy and the Board shall not be competent to transact any business unless and until the minimum is brought to the number fixed in clause number 3 supra. This will not affect normal functioning of Trust activities concerning day to day administration.

12. The persons appointed as other Trustee / Trustees in accordance with clause 9(b) supra shall hold office for a period of three years. They are eligible for reappointment as trustees.

13. No person shall hold or continue to hold office or be appointed as a Trustee and he / She shall be vacated ipso facto:

- a. If he / she is found to be or becomes a person of unsound mind;
- b. If he / she is convicted of an offence involving moral turpitude;
- c. If he / she is adjudged insolvent;
- d. If he / she is or becomes deaf - mute;
- e. If he / she is in the opinion of a two - third majority of his / her co - trustees, after and enquiry caused to be conducted by them found guilty breach of Trust, gross neglect or dereliction of duty; or
- f. If he / she is otherwise disqualified to act according to law for the time being in force

- g) To start Educational Institutions for Engineering/Medical/Paramedical Courses.
- 4.3 a) To establish, take over or otherwise acquire, develop, maintain, improve and / or otherwise deal, institutions for the furtherance of the main objects of the Trust.
- b) To accept donation of money or kind or both moveable and immovable properties on such terms and conditions as the Trustees shall think fit provided that such conditions are not inconsistent with the object of the Trust.
- c) To purchase, hire or take on lease any movable or immovable property for all or any of the objects of the trust on such terms and conditions, as the trustees shall decide.
- d) To Sell, exchange, surrender, give up, mortgage, charge, pledge, demise, or dispose all or any part of the property, moveable or immovable, belonging to the trust for the time being and to use the proceeds of any such transaction for the objects or any object of the trust.
- e) To grant lease for such periods and on such terms and conditions as the trustees shall deem fit and to accept or surrender any lease.
- f) To open and operate Bank accounts as the Trustees shall determine from time to time
- g) To appoint from time to time manager(s) or of others on such conditions and with such powers as the Trustees shall think fit.
- h) To appoint and dismiss employees, managers, Clerks, servants, caretakers, menials and others on such terms and conditions, as the trustees shall think fit.
- i) To do generally all such other lawful acts and things as may be necessary or incidental or conducive to the attainment of the above objects or any of them. For the removal of doubts, it is hereby declared that all the objects of the trust will be carried out without any motive for profit and that the benefits of the trust are open to all irrespective of caste, creed, sex, religion, community etc.
- j) **The trust shall not carry out the business of kalyana mandapam**
5. The above objects are independent of each other and the Trustees may from time to time, apply the funds of the Trust for all or any one of the objects of the Trust. **The Income and funds of the Trust will be solely utilised towards the objects and no portion of it will be utilised for payment to the Trustees by way of profit, Interest, dividend etc.**
6. The founder hereby affirms that the first trustees of the trust shall be three persons hereinafter referred to as the trustees.
7. All the trustees who are for the time being and from time to time in office shall be referred to collectively as the Board of Trustees.

14. Whenever any person elected as other trustees of this trust, hereby created, disclaims, dies, or is, for a continuous period of fifteen months, absent without leave of the board from Indian union or leaves the Indian union for the purpose of residing abroad or desires to be discharged from the trust or refuses or becomes in the opinion of a simple majority or his/her co-trustees unfit or personally incapable to act in the Trust or is disqualified in term of the provisions of clause 12 supra, a new trustee may be elected in his/her place by the Board of Trustee in as contained in provisions herein before in clause 10 supra
15. The administration, direction and management of the trust shall, subject to the supervision, control, direction of the Board of Trustees, be with the managing Trustee. In the event of any difference of opinion, the managing Trustee shall be bound by the decision of the majority of the Board
16. The funds and properties of the trust shall be the said sum of Rs. 1001/- (Rupees One Thousand and One Only) and all and every other monies an properties in future gifted, conveyed and transferred to the trust for the purpose of carrying out the objects of the trust hereby created and all or any income derived from the said some of Rs. 1001/- (Rupees One Thousand and One Only) additions, accretions and augmentations, the aforesaid sum and investment of the said funds as set our infra.
17. **The funds of the Trust shall be invested;**
- a) **In current or savings bank or fixed deposits with Banks / post offices and in the modes and forms specified in accordance with the provisions of sections 13(1) (do read with section 11 (5) of the Income Tax Act and the rules made thereunder as approved by the Board of Trustee by means of a resolution recorded at a meeting of the Board of Trustees.**
- b) The Bank / Post office accounts shall be operated by the managing trustee along with another trustee duly authorised by the board of trustees by means of a resolution recorded at a meeting of the Board of Trustees.
18. The Board of Trustees shall have power to accept contributions in money or property either by way of addition to the trust funds generally or for any one or more of the specified objects of the Trust and in either case such contributions shall be dealt with either as capital or as incomes according to the directions of the donors at the time of the gift or in the absence of any express wish of the donors by a written resolution of the Board of Trustees
19. The Board of Trustees shall have full power of the management of the Trust properties and funds and they shall have full control over the finances of Trust.
20. The Board of Trustees shall be entitled to tale all the steps that may be reasonable, necessary or required for the preservation of the Trust, the Trust properties and of the title of the Trust properties.

21. The board of Trustees shall have power, from time to time, to declare that the whole or a portion of the surplus income, if any, resulting from the carrying out of the various objects of the trust, to be part of the capital shall form part of the trust funds and be treated hence – forth for all purposes as forming part of capital money. Any surplus remaining after meeting the expenses of carrying out the Trust and which has not been converted as capital as aforesaid may be utilised for meeting the expenses of the subsequent years in respect on the Trust.
22. Except as otherwise provided herein, none of the trustees, for the time being, of the trust shall have power jointly or severally to mortgage sell or charge or alienate any of the Trust properties.
23. In the professed execution of the Trust and powers hereto no Trustee shall be liable for any loss to the trust properties arising by reason of any investments made in good faith except will full or deliberate fraud or wrong – doing on the part of the trustee who may be subject to be made liable.
24. Subject to the superintendence of the board, and subject to the express provisions herein contained, the managing Trustee shall have every power for the purpose of managing, conducting and administering the affairs of the Trust.
25. The managing Trustee shall arrange for the Maintenance of correct and proper accounts of the receipts and disbursements and of the liabilities incurred and of the assets acquired and for an audit every year of the accounts of the Trust and of the income and expenditure relating thereto and for this purpose the Managing Trustees shall appoint in consultation with the Board of Trustees an independent auditor or auditors.
26. The Managing Trustee may, if and when he/ she desires may delegate for a temporary period his/her authority in respect of the administration of the institutions to one of the Trustees.
27. No act of the Managing Trustees done in exercise of the powers hereby specifically conferred on him/her shall be called to question or interfered with by the Board of Trustees except on the grounds of its manifest impropriety or on the ground that it is gross breach and neglect of duty on the part of the Managing Trustee.
28. 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 office.
29. The Managing Trustee, shall, on request by any Trustee, furnish such information, as the latter may reasonably requires in respect of any matter pertaining to the trust.

30. The Managing Trustee shall, once in every year, not later than the 30th of June, place before the Board for the consideration of and adoption by the Board the income and expenditure account for the year ending on the previous 31st day of March and the Balance Sheet as at the date with the Auditor's Report or certificate thereon. The managing Trustee shall give to the Board of Trustees such information and explanations as the Board of Trustees may require for proper understanding of the accounts and statements placed before it.
31. No act of the Managing Trustee requiring the previous sanction of the Board of Trustees shall be invalid merely by reason of the absence of such previous sanction, if the said act should subsequently be ratified by the Board of Trustees.
32. The Managing Trustee and other trustees may reimburse themselves out of the trust monies in their hands all expenses properly incurred by them out of the budgeted expenditure in or about the execution of the objects of the Trust and on discharge of their duties imposed in them under this Trust. The Managing Trustee / Trustees are eligible for a reasonable remuneration commensurate with the services rendered by them as may be fixed by the Board of Trustees.
33. There shall be an annual meeting of the Board of Trustees not later than 30th June every year when the annual audited statements of accounts shall be considered and adopted. The managing Trustee shall, at such meeting, place before the board a report of the working of the several institutions conducted and maintained by the Trust. The managing Trustee shall give at least 14 days written notice of the meeting to the trustee specifying the day, date, place, time and agenda of the meeting. Along with the notice the managing trustee shall also send to every one of the Trustees a copy of the audited statements of accounts intended to be placed before the meeting.
34. The board of Trustees shall consider at the meeting the report of the managing Trustee and that of the auditor and audited accounts and if the Board of Trustees Proceeds to approve and adopt them, such approval and adoption shall be by means of resolution to that effect. The Board shall also transact such other business at that meeting about which due notice had been given as aforesaid. All the resolutions passed by the Board of Trustees shall be recorded in a separate book. In the absence of the Managing Trustee any one of the trustees may be elected at the meeting to preside over the meeting.

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35. Any two trustees, for the time being, of the trust, may call a meeting of the Board of trustees for the consideration of any specific subject or subjects to be mentioned by the Trustee/ convening the meeting of the board of trustees. There will be a notice of at least 14 days for every meeting so convened; the post of a prepaid letter to the proper last known address of the trustee and containing date, day, time place and the agenda of the meeting shall be deemed to be proper notice of the meeting and such notice shall be deemed to have been served on the day on which the letter so posted should normally reach the address in the usual course of the post. A Notice may also be served on a Trustee in person.
36. The quorum of a meeting of the Board of Trustees shall be two of the number of Board of Trustees.
37. The business of the Board of Trustees shall be transacted either at the meetings of the Board of Trustee or by resolutions passed in circulation. The resolutions to be the resolution so circulated shall be deemed to have been passed only when a majority of the Trustees signify their consent in writing. Non receipt of reply from a Trustee within 14 days of posting of the resolution shall be deemed as his/her consent.
38. In all matters pertaining to the Trust. The decision of the majority of the Trustees present at a meeting of the Board of Trustees shall be the decision of the Board, and shall be binding on all the Trustees of the Board.
39. In the event of the votes being equally divided, the chairman shall have a casting vote in addition to his/her votes as a Trustee of the Board.
40. No act or resolution of the Board of Trustees shall be invalid merely be reason of there being one or more vacancies on the Board of Trustees. But, no act or resolution of the Board of Trustees other than an act or resolution appointing or electing a Trustee shall be valid if the strength of the Board of Trustees at any time is less than three.
41. No act or proceedings of the Board of Trustees or of the managing trustee or of any Trustee shall be deemed to be invalid by reason only of any defect in the appointment or the constitution of the Board of any member thereof or on the ground that any member of the Board of Trustees was not entitled to hold or to continue in office by reason of any disqualification or by reason of such act having been done or proceeding taken during the period of any vacancies in the office of the managing Trustee or of any other Trustee.

42. The Trustee shall conform to the provisions of the Indian Trusts act, in all matters not expressly provided for herein but in case any difficulty or doubt arises on any question in respect of the management or administration of the Trust or any matters falling hereunder, the managing Trustee may on behalf of the Board of Trustees 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 regard their responsibility, to have discharged their in respect there of.
43. The Board of Trustees is hereby authorised to and it may from time to time, make and prescribe rules, regulations and bye laws regulating to its carrying out of the objects of the trust, including the code of conduct for the employees the method of recruitment of the employees the payment of salary and other benefits and the procedure for taking disciplinary action against them. **Any amendment to the Trust Deed will be carried out only with the approval of the commissioner of Income Tax / Director of Income Tax Exemption or any authority duly authorised by the Income Tax Act.**
44. The Properties and funds belonging to the Trust shall not be utilised for objects other than those contained in the Trust Deed and no alienation of the properties will be done without the prior approval of the Income Tax Department.
45. In the event of the Trust not being able to function in fulfillment of its objects, the Trustees shall, after discharging all liabilities, transfer the assets of the Trust to any other public charitable institution or institutions or registered Trusts or Societies having similar or some of the objects of the Trust.
46. **It is hereby expressly declared that this Trust is a Public Charitable Trust and the Trust hereby created is irrevocable.**
47. In the event of any dispute or difficulty against which no provision has been made in the Trust Document or any doubt referred to as per clause 41 supra the High Court, Madras, on its original side shall be the court having jurisdiction and the parties can resolve the through the said court.

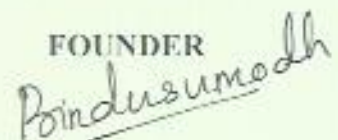
IN WITNESS WHEREOF THE FOUNDER AND THE TRUSTEES HAVE SET THEIR HANDS HEREUNTO THIS DAY 15th OF JUNE 2015

WITNESSES:

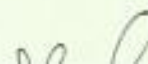
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FOUNDER


Drafted by





இந்திய அரசாங்கம்
Government of India



பெயர்
Name
மணியா சுவாமிநாதன்
Muniyasa / Female



6049 8786 3673

சாதாரண மனிதனின் அதிகாரம்



இந்திய ஒன்றியம்
Unique Identification Authority of India

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