

தமிழ்நாடு तमिल्नाडु TAMILNADU

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முத்திரைந்தாள் விற்பனையாக

சிவகாசி உரிமம் எண் : 3193/A1/2000--

1.8.2012 1.8.2012 1.8.2012

SREE HAYAGRIVAS EDUCATIONAL TRUST DEED

THIS DEED OF declaration of trust executed at Sivakasi, Tamil Nadu on this day of 2st August 2012.

 Sri G. Jayakumar Son of S.Gnanasubbaiya Residing at 3/110-K.Lakshmiparam, Kangarseval, Sivakasi. (Voter card No.DPH3008885)

2. Sri G. Vengadesh Prasad Son of S.Gnanasubbaiya Residing at 3/110-K.Lakshmiphiram, Kangarseval, Sivakasi. (Voter Card No. ZWN0031880)

3. Sri S. Gnanasubbaiah Son of Sankarappa Naicker Residing at 3/110, K. Lakshmipuram KangarSevel Village, Sivakasi Taluk (Family Card No.26/G/0207619)

4. Sri R. Padmakumar Son of S.Raja Residing at 3/102, K.Lakshmipuram, Kangarseval, Sivakasi. (Driving Lidence No.TN67U20100000022)

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पाँच सौ रुपये



FIVE HUNDRED **RUPEES**

Rs. 500

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உரிமம் எண் : 3193/A1/2000-!

WHEREAS the Authors are desirous of constituting a Trust for objects of educational Nature as here in after mentioned.

WHEREAS the authors have set apart a sum of rupees 20004/-(Rupees Twenty Thousand Four only) which they have handed over to the Trustees here in after mentioned to held the same Upon Trust together with all the income arising there from and all the accumulations and Accretions there to for the intent purpose and object there in contained.

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உரிமம் எண் : 3193/A1/2000-இ



WHEREAS the Authors desire reduce to writing the terms of the trust.

NOW THIS DEED OF TRUST WITNESSETH:-

1. DECLARATION:

That we undersigned do hereby declare that we have irrevocably settled an amount of Rs 20004/-(Rupees Twenty Thousand Four only) for the sole purpose that it should form the nucleus and corpus fund of Sree Hayagrivas Educational Trust and that it has been accepted by the trustees who have consented to act as trustees subject to conditions here in after stated.



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முநாடு तमिलनाडु TAMIL NADU

நாள் 7.8.2012

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த. இராமகிருஷ்ணன் முத்திரைத்தாள் விற்பனையா**ளர்** சிவகாசி

சிவகாசி உரிமம் எண் : 3193/A1/2000-4

2. NAME: The name of the trust shall be "Sree Hayagrivas Educational Trust"

3. ADDRESS: 52, A.S.K.Thangaiah Nadar Road, Sivakasi-626123 and or such other place, as the trustees here may desire from time to time.

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4. TRUSTEES:

The Trustees are:

1 Sri G.Jayakumar Son of S.Gnanasubbaiya Residing at 3/110-K.Lakshmipuram, Kangarseval, Sivakasi.

 Sri G.Vengadesh Prasad Son of S.Gnanasubbaiya Residing at 3/110-K.Lakshmipuram, Kangarseval, Sivakasi.

 Sri S. Gnanasubbaiah Son of Sankarappa Naicker Residing at 3/110, K. Lakshmipuram KangarSevel Village, Sivakasi Taluk

4. Sri R.Padmakumar Son of S.Raja Residing at 3/102, K.Lakshmipuram, Kangarseval, Sivakasi.

All the trustees will hold office as trustee for their life. They will have the right to co-opt any other person for life or fixed term by consensus of all or all or by two -thirds majority of total strength of the Board of Trustees. However the total number of Trustees shall at no time exceed eleven.

Chairman and Managing Trustee:

Sri G.Jayakumar will be the first chairman and managing Trustee. Either post can be held by any other person chosen by consensus among the Trustees and in absence of such consensus any trustee chosen by majority of the trustees.

All the first trustees chosen will hold office as trustees for their life. As regards this the first trustees position will be that of a hereditary trustees with right to nominate their successor by notice of nomination to the trust to take effect either forth with or after his life time or by nomination of his successor in his will. In absence of nomination either by notice to the trust or in his will, their eldest son or in case he is not willing, the next male member in seniority in age among his legal heirs would be the hereditary trustee in his place. there will be a similar right of nomination or succession to the post by his successor so that the position of his office will be hereditary.

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They will have the right to co-opt any other person for life or for a fixed term by consensus of all or by two-thirds majority of total strength of the Board of Trustees.

However the total number of trustees shall at no time exceed eleven.

Board of Trustees

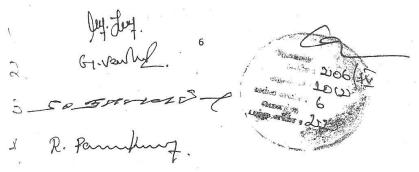
All the trustees will be collectively known as board of trustees.

iv. Succession

In the event of any vacancy in the office of Managing Trustee by the resignation or otherwise, any one of the trustee as said out in (i) above will be chosen by the Board of Trustees as Managing Trustee in the manner provided in (ii)(a) above.

OBJECTS OF THE TRUST:

- A. To establish and promote education and learning including primary, secondary, college education and polytechnics, technical, non-technical, commercial, agricultural, engineering, medical, paramedical, veterinary and animal science research, scientific, computer and information technology, teacher training and other educational research institutions including vocational training centers, audio educational centers and or any subject of education, research work in all subjects among boys and girls in school s, colleges and other institution to enable them to become useful citizens.
- B. To establish and to run medical college and research institution.
- C. To run, administer colleges, secondary schools, and primary schools, elementary schools etc.
- D. To organize, establish, carryout, maintain and develop educational institutions, providing lodging and boarding facility for the students and desiring youth irrespective of religion, race, caste, creed and language.



- E. To take over any other educational institution under the trust and run the same as part and parcel of this trust for attaining main object of imparting education to the entire section of the society.
- F. To amalgamate or merge with any other trust having same or similar objects for attaining main object of imparting education to the entire section of the society.
- G. To organize panel discussions, workshops, conferences, seminars and to conduct training courses for benefit of students to conduct training programs and seminars for all sections of society for exchange of knowledge to attain the objectives of the trust.
- H. To institute studentship, scholarships, stipends, medals, prizes etc., to help and encourage deserving student and to provide monetary aid to students, scholars and teachers for pursuing their education.
- To establish, maintain, develop for the establishment, maintenance and development of book banks and libraries.
- J. However, the trust may do business, only if it is incidental to the attainment of the objectives of the trust and within the parameters laid down in section 11(4A) of the Income Tax Act, 1961. The profits earned from the business will be solely utilized for the purpose of attaining the objectives of the trust.

2. CONSITUTION OF BOARD OF TRUSTEE

The board of trustees shall have as its members all trustees whether appointed by this Indenture or co- opted, with the chairman and managing trustee being the trustees Mentioned in the article 4 above. Chairman of the board will preside over the meetings and shall conduct the proceedings. In his absence, any other chosen by the member attending the meeting will preside over that meeting.

Any trustee can be removed from trusteeship for insolvency or misconduct after a resolution by consensus of all other Trustees after opportunity to him in writing.

3. POWERS OF BOARD OF TRUSTEES

- A. to apply the trust money to effectuate one object or some of the objects of the trust.
- B. to raise, collect and receive money required for all or any of the purpose of the trust by way of subscriptions, gifts, donations or benefaction in cash and or in kind and immovable and/or movable properties and/by borrowing from like individuals, associations, trusts, societies, organizations or government.
- C. to, sell, improve, manage, develop, exchange, lease, under lease, sub-lease, dispose of, turn to account or otherwise deal with any or of the properties of the trust.
- D. to sell, transfer, exchange, mortgage, charge, lease, dispose off, or otherwise deal with such portion of part of the movable or immovable properties and assets forming part of the trust property, either by public auction or private contract at such price or prices and on such terms and conditions relating to title or otherwise, in all respects as they may be in their absolute discretion think fit, to buy in, rescind or vary any contract for the same thereof, and to resell the same, and for that purpose to execute all necessary receipts and discharges for all moneys received by them.
- E. any one of the trustee from time to time open and maintain, operate in the name of the trust a banking account or accounts and make out, sign, endorse or discount cheques, bills, notes, securities, govt. securities, promissory notes, loans debentures and other negotiable instruments. Either of the trustees may also overdraw or borrow loans from banks or financial institutions, for the purpose of the objects of the trust and to offer such securities as deemed necessary.

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- F. To raise or borrow money or receive money as deposit of carrying out any of the objects or activities of the trust on a mortgage, hypothecation or pledge of the trust properties of others or any part thereof with or without any security and such rate of interest and such terms as they may in their absolute discretion think fit.
- G. To compromise or compound all action, suits and other proceedings and all differences and disputes touching the trust properties and /or refer any such differences or disputes to arbitration, and to adjust and settle all accounts relating to the trust properties, and to do all other acts and things as effectually as if they were absolutely entitled of the trust properties.
- H. Trustees will have power to engage, suspend or dismiss employees or to take such other action to ensure proper management. It will have all powers necessary and incidental for management and administration of the trust and its properties.
- i. Board of trustees shall have the power to delegate their duties to any one of themselves or to employees, co-trustees and committees.
- Board of trustees may invite any employee, expert or well-wisher to attend trust Board meeting for advice and participation without right to vote.
- iii. All properties, whether movable or immovable, whether owned or entrusted to the trust any person or body for management will stand vested in the trust and will

4. FUNCTION

Without affecting the generality of power and functions of the trustee/s to manage and administer the trust, the trustee/s shall have the following functions.

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- To borrow if need be against the security of the assets of the trust or asset of others by way of bank overdraft, loan or otherwise, as may be necessary, for the benefit of the trust and for more effectively carrying out the objects and to bind the trust property for the purpose and enter into any agreement and sign such document by any one of the trustee execute such documents, deeds, papers, etc. as may be necessary in connection therewith.
- To arrange for and/ or authorize the signing of or execution of any agreement, contract, instrument, document or any other paper or writing required to be signed or executed on behalf of the trustee/s by any one of the trustees to be nominated in this behalf by resolution at the meeting of the board of trustees and to make the same effective and binding as if the said agreement, contract, instrument or document or paper or writing were signed by all the trustees.
- To appoint or make provision for the appointment of one of the trustees or any other person as honorary secretary or have a subcommittee of trustee/s or have a paid Secretary or any other person or person to attend to or supervise or conduct specified jobs or function or entrust matter in such manner and subject to such and regulation as the trustees may prescribe
- To authorize any one or more trustees to hold any property or any fund or any investment of the trust subject however to the term of these presents in such manner and subject to such terms and condition rules and regulations as trustee/s may from to time think fit and proper
- To spend any portion of the corpus or the income of the trust for purchasing any land and/or constructing any building or buildings for and in the name of the trust for the purpose of carrying out, promoting and/or executing any or all of the objects of the trust

5. FUNDS OF THE TRUST

- i. The funds of the trust are as under,
 - a) The initial contribution of Rs.20004/-(Rupees Twenty Thousand Four only) as aforesaid
 - b) Income from the initial contribution
 - c) Any other contribution that may be received by the trust from to time.
 - d) Any grants or contribution that may be made by the central/state Government
 - e) Return from investment of the trust, capital and endowed funds.
 - f) Any grants/ contributions that may be made by foreign charities/ institutions/ trusts.
- ii. Funds will be raised through membership subscription donations from individuals, institution and also from the Government/ Agencies/ Private Firms.

6. UTILIZATION OF FUNDS:

A. The income, funds and properties of the trust shall be utilized solely towards the object of the trust.

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- B. The funds of the trust shall be invested in modes specified under the provisions of section 13(1)(d) read with section 11(5) of the Income Tax Act, 1961 and amended from time to time.
- C. The income and funds of the trust shall be applied for charitable purposes in India only.
- D. The income and funds of trust will solely be utilized towards the object and no portion of the income and funds and properties of the trust shall be utilized for payment to the trustees by way of profit, interest and dividend otherwise than by remuneration/ honorarium to working trustees.
- E. The income earned from the business carried on by the trust, which is incidental to the attainment of objectives of the trust, will be solely utilized for the purpose of attaining the objectives of the trust.

DURATION OF THE TRUST

The trust is irrevocable and will continue in perpetuity.

8. AMENDMENT TO THE TRUST

It will not be open to trustees to amend the objects or the terms stipulated in this indenture, If any amendment is necessary for more effective implementation of the objects, it may be made subject to the concurrence of the commissioner of Income tax/ Chief Commissioner of Income tax/ Director of Exemptions or any other concerned authority under direct tax laws in order that the trust may continues to have the status of a public trust under section 11 of the Income Tax Act or any analogous sections under similar other laws, now or as may be amended from time to time.

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OTHER INCIDENTAL POWERS

- i. The trustee/s may invest the Trust funds either in immovable properties of in such manner as prescribed by these presents and as allowed by law as many be in force from time to time and to convert, alter, vary, dispose of or transfer such investments from time to time for better being able to conduct the affairs of the trust consistent with the objects of the trust
- ii. If the income from the trust property in a particular year is not fully utilized, the unexpended income subject to the applicable provisions of the Income Tax Act, 1961 as may be amended from time to time or under any provision of Trust law or regulations governing such charitable institutions shall be carried over to next year or year and spent in such subsequent year or year for the advancement of any of object of trust, the money meanwhile being invested in the manner required or permitted by the above said laws.
- iii. The trustee/s shall be at liberty to sell such portion or portions of the movable or immovable properties forming part of the Trust Estate either by public auction or by private contract at such price or prices and in such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and to rescind or vary any

Contract for the sale thereof and to resell the same and to execute all conveyance or other assurances and to pass valid and effectual receipts and discharges for all moneys received by them

iv. The trustee/s shall open and keep an account or accounts with any bank or banks, to operate such account or accounts whether in debit or in credit and to give all appropriate instructions to the banker or bankers concerning the operation of such account or accounts and to authorize by appropriate direction of the trustee or on resolution of the trustees any one trustee or any one trustee or jointly with another trustee or an agent appointed in this behalf to operate such account or accounts.

vi.

The trustee/s may pay all charges and outgoing for maintenance and improvement payable in respect of any immovable property for the time being forming part of the Trust Fund and may carry out repairs required to be done to the same and keep the same insured against loss.

The trustee/s shall maintain, improve and look after Trust property in a manner that is required with reference to the nature of the property. All other costs, charges and expenses incidental to in the administration and management of the Trust Estate and the properties for the time being belonging to the trust may be incurred as they may in their absolute discretion think fit. The trustee/s will be entitled to reimbursement of any expenses, which they may incur in respect of affairs of the trust.

vii. The trustee/s may manage and supervise the management of any lands, hereditaments, and premises for the time being comprised in the Trust Estate or any part thereof with power to erect, pull down, re-build, add to, alter and repair houses and other buildings and to build drains and make roads and fences and otherwise to improve and develop and to cultivate or cause to be cultivated all or any of the said lands, hereditaments and premises and to insure houses and buildings against loss or damage by fire and/or other risks or to let, lease or make such arrangements with tenants; agriculturists and others generally to deal with the said lands, hereditaments and premises as they may deem fit in their absolute discretion for the benefit of the Trust.

viii. The trustee/s may appoint, employ or engage secretaries, managers, accountants, lawyers or others for the purposes of management and supervision to the Trust Estate for collection of rents, effects and profits, for keeping the accounts and records and for other purposes of the trust.

ix. The trustee/s may establish its office at such place or places and may change such places from time to time as they may think fit.

x. The trustee/s may demise the immovable property or properties for the time being and from time to time belonging to the trust either from year to year or for any fixed term or for any term of years or on monthly tenancies at such rent and subject to such covenants and conditions as may be considered proper and also accept surrenders of lease and tenancies and generally manage the same in such manner as may be considered reasonable.

xi. The trustee/s shall have full power to compromise or compound all actions, suits, and other proceedings and settle differences and disputes touching the Trust Estate and/or the Trust

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properties and to refer differences or disputes to arbitration and to adjust and settle all accounts relating to the Trust Estate and/or the Trust Properties and to do all other acts and things fully or effectually without being liable or answerable for any bona fide loss occasioned thereby.

- The trustee/s may join, co-operate or work with any trust or institution in any joint programme or activity upon such terms as they may in their absolute discretion think fit as long as it is done in a manner not inconsistent with the objects of the trust.
- xiii. The trustee/s may from time to time frame schemes, rules and regulations for managing the affairs of the trust and for giving effect to the objects of the trust and may vary the schemes, rules and regulations from time to time as they may in his/her/their discretion deem necessary and proper.
- xiv. The receipts granted by the trustee/s or may one or more of them for any moneys, stocks, funds, shares, securities or investments paid, delivered or transferred to them in exercise of the trust or powers hereof shall effectually release and discharge the person or persons paying, delivering or transferring the same.

10. INDEMNITY FOR TRUSTEES

Trustees will not be personally liable for any act bona fide done on behalf of the Trust in the course of duties as a Trustee.

 SUITS & PROCESSES The Managing Trustees may sue and be sued in the name of the Trust.

MEETINGS

The Board meeting will be held, at least, once in three months, notice of such meeting being give, at least, a week in advance. Decisions will be taken as for as possible by consensus and in the event of any difference by majority. Where the votes are equal, the chairman will have the casting vote. There will be no quorum for such meetings. Resolution by circulation is permissible.

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ACCOUNTS AND AUDIT

The accounts of the trust shall be regularly maintained the appropriate books with respect to all sum of which the receipt and expenditure takes place and the assets and liabilities of the trust. A chartered accountant or firm of chartered accountants appointed for the purpose of Audit by the trustees shall audit every year and the audited accounts shall be placed before a meeting of the trustees, which shall be held before the end of the next accounting year.

RECORD

Board will cause a record to be kept of investments and besides a minutes Book recording all resolutions and proceedings for every meeting duly confirmed at next meeting and attested by the chairman of the next meeting.

SAVING CLAUSE

If the object or any of the power or any provision in the trust deed is inconsistent with requirements of law relating to public trusts or trusts eligible for exemption under the income tax Act, or any other direct tax law, such object, power or provision will stand modified to the extent that they should accord with such law so as to continue to be eligible to be treated as a public charitable trust.

RESOLVING DISPUTES

In the case of any dispute in the interpretation of the object or of the provision of the deed of trust or about duties the decision of the mutual consent of the trustees shall be final and binding on all person in the interpretation and the provision of the deed of trust.

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NO BENEFIT TO SETTLOR, TRUSTEES AND OTHERS

Trustee/s will not be entitled to any remuneration save right if expenses incurred in the discharge of their duties. Neither the settler, trustees nor their families, nor any member of their families nor any of their relatives or concerns in which any of these person are interested will be entitled to any directly or indirectly from the trust.

RESTRICTION ON POWERS ETC.

If any of the foregoing clause relating to the power, functions and other matter governing the trust, is likely to be contrary or inconsistent with any provision of law relating to public trusts or public charitable institutions entitled to exemption or concessions under any tax laws more specifically under section 10(22) or section 11 to 13 of the income tax Act as now or as may be amended from time to time, such powers will be treated as not forming part of these presents so as to conform requirements of such laws.

DISSOLUTION

In case it becomes necessary to wind up or otherwise determine this trust for whatever reason, neither the settler nor his heirs not the trustees for the time being not any other person shall have any manner of right over such funds of the trust or any other property

In the event of dissolution or winding up of the trust, the assets remaining as on the date of dissolution shall under no circumstance be distributed among the trustees. The net funds and other assets, if any, will be handed over to any other similar Trust or Institution similarly satisfying the requirements of the Income Tax Act, 1961 as may be decided by the last trustees.

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The declarants in affirmation of their declaration of the trust and trustees in acceptance of their duties as trustees subject to above conditions affix their respective signatures before witnesses hereunder

WITNESSES:

P. Thang . (P. THAMOTHA RAKANNAN) 48 Ayyampalli street Malliputhur J. Jarth 1/2 a South 212, Thistar, Thirtiet 1)

PREPARED & TYPED BY:

K.Ramachandra a

68-Police Station Road, SIVAKASI Mo: A1123/VGR/1999



ELECTION COMMISSION OF INDIA IDENTITY CARD இந்திய தேர்தல் ஆணையம் வாக்காளர் அடையாள அட்டை DPH3008885

lector's Name

Jayakumar

ாக்கானர் பெயர் : ஜெயகுமார்

ither's Name Ganasubbiah

கப்பனார் பெயர் ஞானகப்பையா

ax / பாலினம் Mole ge as on 1.1.2006

1.2006 அன்று வயது

Address: 110

Ward 3 K. Lakshmipuram

Kangaraseval (P) VIRUDHUNAGAR - 626131

முகவரி: 110 வார்டு 3கே. லெனுவபாம்

கங்கரசெவல் (ஊ) விருதுநகர் - 626131

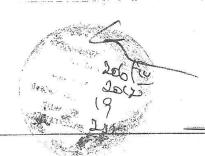
Facsimile Signature of Electoral Registration Officer வாக்காளர் பதிவு அதிகாரியின் கையொப்ப முத்திரை. For 207 - SIVAKASI Constituency

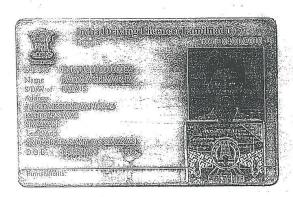
207 - சிவகாசி சட்டமன்ற தொகுதி

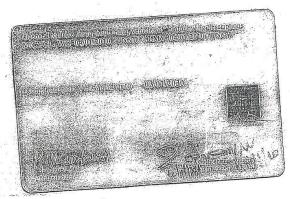
SIVAKASI

இடம் : சிவகாசி Date / நாள் : 01/04/2006

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1. குடும்பத்தலைவரின் பெயர் / முகவுரி 2.சிலிண்டரின் எண்ணிக்கை நானப்சுப்பையா இரண்டு ... ப.ஏண் :3-110 பு. எ*ஷ்* :3/110 6.QL a... 17th 3 .குடும்பத்திலுள்ள நபர்கள் ட்கர் செவல் रीवाका जी (६:) , பெரியவர் கள் 526131 रीवाका मी (क) சிறியவர் கள் 0 விருதுநகர் பெயர் வயது பெயர் 57 50 25 23 ஞானப்சுப்பையா கப்புத்தாய் வெங்கலேவிரசாத் ஜெயக்குமார்

26 / G / 0207619







குடும்ப அட்டை Family Card 2005 - 2009

உணவுப்பொருள் வழங்கல் மற்றும் நுகர்வோர் பாதுகாப்புத்துறை

Civil Supplies and Consumer Protection Department

அரிசி

tis e	சிவக	ாசி (வ)	A
கோட்டம்/வார்டு	தெரு எண்	3-110	புதிய கதவு . ஏண்
003	001	பண்டுள் ஷ்ஜ்வி எண்	3/110
⊱ கடை எண்	கடையின் பெயர்		அ.பதிவேடு எண்
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Elector's Name - : Vengadeshprasad

gasiciant Occide : egenacionicam Father's Name : Gnanasubbalah

ட்சலியம் / Sax ஆண் / McZe பிறத்த தேதி / Data of Birth; 01/06/1951



200/11