DHARMAPURI SRI VIJAY EDUCATIONAL TRUST

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This Deed of Trust is executed in the town of Dharmapuri this day the 14 the November nineteen hundred eighty six by (1) Brig M.N.Seshadri (Retd), Son of Mr.M.K.Narasimhacheri 29C, Kandasamy Vedyar Street, Dharmapuri 636 701. (2) Thiru D.N.Chinnasamy, Son of Nadupaiya Gounder, 8, Aruñachalan st, Dharmapuri 636 703. (3) Thiru D.C.Meniyannan, Son of Thiru D.N.Chinnasamy, 8 Arunachalam st, Dharmapuri 636 703. (@) Thiru D.C.Elangovan, Son of Thiru D.N.Chinnasamy, 8 Arunachalam st, Dharmapur& 636 703. (5) P.Loganathan, Son of Thiru D.M.Perumal, 18, Appavoo Nagar, Dharmapuri 636 701.

Hereinafter called the Donors in favour of Dharmapuri 2. Sri Vijay Educational Trust (hereinafter called "THE TRUST") investing the properties in the name of Dharmapuri Sri Vijay Educational Trust, with the trustees mentioned hereunder in detail (hereinafter called "THE TRUSTEES")

з. WHEREAS the Donors are the absolute owners of the properties mentioned in the Schedule.

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1001.4 Presented in the Office of the Sub Registrar of Diarmapuri West and fee of Rs 5. ~ day of_ 19.92 De. slarphe EXECUTION ADMITTED BY S. M. K. Mara %. Nader Pa N Dad Mi a D. Himes de. 4. Le slangow de 10 Allower S.Multer Spilsting 09 R. Aming It 510 Bamasami Papalahallo, Reev 9 male sto Sampponidu, Balasorgemenhalti 17th Nover 49 nn 444951 217 10284 12 12

50 Rs. RIP 6 MAR # 3928 Sai Vijoy Educational Trust 24-10-86. Thomas april . C. Gaubu. Line. ழத்திரைத்தாள் பிறபன்பட 2850 கம்பைகல்லூர் and Tk. proud D

4. WHEREAS the Donors are desirous of setting up of a Trust with the properties mentioned in the Schedule for the Charitable purposes mentioned hereunder in detail AND WHEREAS these trustees have contrubuted Rs.1,000/- (Rupees One Thousand only) among themselves already. This Deed of Trust is executed in favour of Dharmapuri Sri Vijay Educational Trust.

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5. THE OBJECTS FOR WHICH THE TRUST IS ESTABLISHED ARE:

A. To Promote and advance educational, medical, social and moral welfare of the people in general.

B. To establish, maintain and manage colleges, Schools and other Educational Institutions and Libraries--

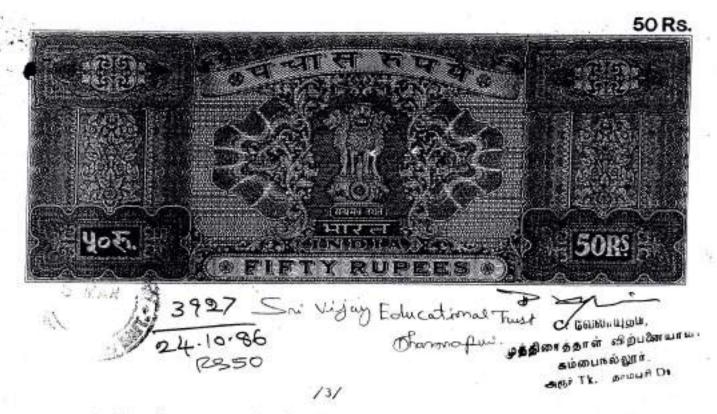
for the advancement of knowledge in any subject or language.

- C. To establish, maintain and manage any institution for imparting technical knowledge in any handicraft or industry.
- D. To establish, maintain Boarding Houses or Hostels for students studying in such schools, colleges and other Educational Institutions.

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- E. To give Grant-in-Aid to the deserving schools, Colleges and other Medical Institutions.
- P. To award Scholarships or stipends to the meritorious and or needy students to enable them to prosecute their studies and to award prizes to the students for proficiency.
- G. To provide medical relief for the poor including construction and maintenance of Hospitals and Dispensaries, Maternity Homes and Children wards.
- H. To establish, maintain and manage any Institution for imparting knowledge in medical and allied branches.
- I. To establish and maintain rent-free houses for the poor and incapacitated, to give adds to them and also to arrange for their Boarding and Lodging.

J. To acquire or take over any Hospital, clinic, Laboratory or medical research centre and to maintain and manage them.

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- K. To give donations and to render financial assistance to any educational institution, hospital or poor Home.
- L. To give subscriptions or donations to any charitable institution or Association.
- M. To advance the cause of education by rendering it or incorporating with the Institutions working for the above objects.
- N. To produce, print, publish, circulace and distrubute free or at cost literary materials in the form of books, periodicals, journels, circulars, letters etc.,
- 0. To accept upon such term and conditions, donations, subscriptions, aids and contrubutions from any. Government, Local Authority; Corporation, Firms, Company, syndicate, Associations or other individual persons or from any charitable or other institution, whether in cash, in other moveable, immoveable property for the purposes of the trust, provided always that the terms uponwhich they shall be accepted a shall not in any way be inconsistant or repugnant to the provisions contained in these presents and such donations, grants, aids, subscriptions and contrabution, shall be applied for all or any of the purposes of the Trust.
- P. To provide suitable place and other facilities for holding and conducting lectures and assemblances of public for discussion of matters connected with Education and such activities inter-twined with the object of the Trust.
- Q. To acquire by purchase, gift, settlement will or otherwise any property whether moveable or immoveable or acquire any rights for the purpose of the Trust.
- R. To construct, maintain or alter any building or wards necessary for the purpose of the Trust.
- S. To borrow money for the purpose of the Trust upon reasonable terms and conditions (with the approval of the Board of Trustees).

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- T. To sell, improve, manage, develop, exchange, lease or let under lease or sub-let, mortgage, dispose of turn of account or otherwise deal with all or in any part of the property of the Trust.
- U. To invest and deal with the monies of the Trust, not immediately required upon such securities including the shares and debantures in the companies Registered under the appropriate Acts and in such manner as may from time to time to be determined by the Board of Trustees.
- V. To raise funds by subscriptions, donations or otherwise for carrying on the objects set forth in thismemorandum.
- W. To utilise and spend the income of the Trust for charitable, educational, social and medical purposes only.
- X. To do all such things as are incidental and conducive to the attainment of the objects of any of these.

WHEREAS the trustees horeunder are willing to act as 6. such and have been vested with the ownership of the properties mentioned hereunder for the purpose herein before mentioned THIS TRUST DEED WITNESSETH AS FOLLOWS:-

A. CONSTITUTION OF THE BOARD OF TRUSTEES: The properties hereunder described in the Schedule are hereby vested in the above trustees. The Board of Trustees are as follows:

Name and addresses as in preamble.

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B. These trustees have the right to administer the vested properties and other properties to be acquired hereafter get income and utilise the same for the Educational, Medical and allied subjects stated in the Deed of Trust.

C. The Board of Trustees is at liberty to sell, mortgage . / lease and or create other alteration as they deem necessary for the said objects.

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- D. The name of the Trust shall be known as "DHARMAPURI SRI VIJAY 2DUCATIONAL TRUST".
- E. The period of Office of the Board of Trustees shall last for three years from the time of election.
- F. There shall be a Chairman, a Secretary, a Joint Secretary and a Treasurer for the Board of Trustees duly elected by Trustees from among themselves.
- G. The Board of Trustees hereinafter called "THE BOARD" shall consist of five members. The Board shall be elected once in three years by the General Body of Trustees from among the members of the Trust.
- H. The General Body of the Trust shall consist of all the Trustees. The Board of Trustees has the right and authority to exclude any member after giving reasonable opportunity to the members concerned.
- I. With the approval of the Board, a person may be admitted as member of the Trust on payment of Rs.1,001/and on such condition as may be to the advantage and interests of the Trust.
- J. The Board shall have the right to exempt any person from payment of prescribed mombership fee.
- A. If any of the Trustees rasigns or vacancy arises in 7. the Board of Trustees for any reason, the remaining Trustees of the Board may for the unexpired period of the Vacancy co-opt any member of the Trust for that seat.
 - B. If the Chairman of the Board of Trustees resigns or the post become vacant for any other reason the remaining Trustees shall immediately elect one among themselves as Chairman.

The Board of Trustees shall conform to the direction of 8. the Indian Trust Act in all materials, expressly not provided for hereunder.

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The Board of Trustees is hereby authorised to make and 9. prescribe additional rules and bye laws for regulating the carrying out of the objects from time to time and for any other matters incidental to the working of the Trust and from time to time modify and alter or delete any such bye-laws and rules, provided that no such bye-laws and rules, shall in any way, alter and contravence the objects of the Trust.

10. No act of resolution of the Board shall be invalied merely by the reason of there being one or more vacancies in the Board. But no act of resolution pending for electing Trustees shall be valid if the strength of the Board is reduced to two or and less.

11. The Chairman shall preside over the meeting of the Board and in his absence, the Secretary or the Joint Secretary or the Treasurer or any other trustee, who is approved by the Board present at the meeting shall preside over the meeting.

12. The decision of the Board shall be binding on the members of the Trust.

13. The Secretary shall sand notice to the members allowing atleast 7 clear days before such meeting. The posting of the notice to the ordinary address, shall be construed as service.

14. The Chairman on his own motion or by a requisition signed by any three of the members in the Board of Trustees shall call for the meeting of the Board. Such requisition shall state specifically the purpose for which the meeting is called for. The Chairman shall call for such musting within a month of the requisition. If he fails to call for the meeting, the said Trustees who gave the requisition may call for the meeting.

15. The Board of Trustees shall ordinarily meet atleast once in two months.

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16. There shall be an annual Gemeral Body Meeting of the Trust once in a year for considering the Annual Report of the Trust and the Auditor's report for approving and recording the same.

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17. The Secretary shall at such meeting submit to it, the Budget for the Receipt and Expenditure of the Trust for the next year for sanction. The said meeting shall be held not later than the 30th September in each year and atleast 15 days notice in writing shall be given to each member of the Trust specifying the date, time and place of the meeting and the Subjects to be discussed, the resolution intended to be moved and along with the notice, a copy of the Auditor's Statement shall be sent to each member. All the proceedings of the Board, and the General Body shall be maintained by the Secretary in a minutes Book kept for the purpose, which shall be kept open for inspection by the Trustees at reasonable hours.

18. No successor Board of Trustees shall be liable for the acts of default of the predecessor Board; but when co-trustees jointly commit a breach of trust and where one of them by his neglect enables the others to commit breach of trust, each is liable for the loss occassioned by their acts.

19. The Board shall have the power from time to time to declare the whole operation of the surplus income, if any, resulting from the carrying out of various objects of the Trust to be part of Capital and there upon the amount so declared to be capital shall from part of the Trust fund and from part of the Capital money. Any surplus remaining after meeting the exprenses or carrying out the objects of the Trust and which have not been converted as a Capital as aforesaid may be utilised for meeting the expenses in the subsequent years in respect of the Trust.

20. The Board shall be entitled to take all steps that may be reasonably necessary or required for the preservation of the Trust, the Trust properties and of the title to the Trust properties.

The Board shall have the full power of the management. 21. of the Trust properties and the funds and they shall have full control over the finance. The shall likewise have full powers over the charitable institutions, schools, colleges, Hospitals, Hostels and all other establishments falling within the objective of the Trust created hereby.

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The Board shall have power to call in and convert into 22. cash the Trust Properties and realise any or all of the securities and investments and re-invest them in such manner as they deem fit from time to time.

23. The Board shall have the power to accept contrubutions in money or property either by way of addition to the Trust and in either case such contrubution shall be dealt with wither as Capital or as income according to the directions of Doners at the time of gift.

If in the opinion of the Board, any property belonging 24. to the Trust is deteriorating in value of is not yielding reasonable income or that its sale or conversion into property of any other kind would be advantageous to the Trust, the Board may exchange the same for property of another kind or sell or otherwise deal with the property and invest the proceeds in the manner hereinafter provided.

25. DISQUALIFICATION OF THE TRUSTEES

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- A. If he is found to be or become a person of unsound mind.
- B. If he is convicted for an offence involving moral turpitude.
- C. If he is adjudged insolvent.

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- D. If he become stone deaf or is suffering from bodily infirmity which renders him unfit for active work.
- 5. If he is in the opinion of Co-Trustees, after the enquiry by them, found guilty of breach of Trust, gross neglect or dereliction of duty.
- F. If he is otherwise disqualified to act according to law for the time being in force.
- 26. A. The Chairman shall have the power and authority to represent on behalf of all the trustees, in all the proceedings, deeds executed by or on behalf of the Trust or in favour of the Trust.
 - B; To get denations, gifts or otherwise acquire funds and moveable and immoveables.

- C. To purchase properties in the name of the Trust to carry out the objects of the Trust.
- D. To invest in any Bank or Banks all securities or with any other person as decided by the Board of Trustees.

27. The Treasurer along with the Chairman or the Secretary, shall jointly operate the Bank Account.

The investments shall be in the mame of the Trust.

29. The Treasurer shall pay all receipts on behalf of the Trustees and give full discharge.

30. The Chairman shall represent the Trust in any suit or proceedings or litigational proceedings in any court or Tribunal or Revenue Authorities and others and may engage any Advocate or consultant in any litigational matters of proceedings of the Trust concerning its properties and affairs. The Chairman shall carry on the duties in consultation with the Board of Trustees. The decision of the Board of Trustees shall be binding on him and shall be final.

31. The Treasurer shall cause true accounts to be maintained of receipts and expenditure. The said accounts shall be maintained in such a manner and form as would satisfy the requirement of the Educational and Industrial Departments of the Government and shall also further satisfy the requirements or any special directions which the Board may give in this regard.

32. Any question afising in the administration of the Trust shall be decided in consultation with all the mammagand members in the Board of Trustees and the decision of the majority will prevail.

33. The Chairman shall be the Executive Officer of the Board and as such shall be responsible for the custody of recordsigned properties of the Trust and he shall have the power and authority for and on behalf of the Board.

- A. To carry out the resolutions of the Board.
- B. To receive any payment of money.

C. To sign paper, receipts and documents.

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- D. To emdorse or acdept or negotiate promissory notes hundles or negotiable instruments and Government or other securities, papers or other bonds.
- E. To lease out for a period not exceeding three years , lands and properties of the Trust which can ordinarily , be leased out.
- F. To initiate, prosecute and defend, compromise, refer to arbitrations of abandon legal proceedings of disputes and
- G. To execute all documents on behalf of the Board.
- H. To carry out other works necessary for the fulfilment of the objects of the Trust.

34. The Chairman shall have the custody and control of all documents of title of the properties of the Trust and all other documents, accounts and other papers relating to the Trust and the same shall be open to inspection by any Trusteen on reasonable notice. The Chairman shall on the application of any of the Trustees furnish such information as the latter might reasonably require.

35. If at any time the object of the Trust should be come impossible of fulfilment, the securities and funds belonging to the trust shall be utilised for such other allied chartable or Educational purpose as the Board for the time being may determine.

36. It is hereby expressly declared that the Trust created hereby is irrevocable.

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37. The Office of the TRUST will be located in Vijay Lodge, Bye Pass Road, Dharmapuri.

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DESCRIPTION OF PROPERTIES

Rs.1,000/- (Rupees One Thousand only) already deposited in INDIAN BANK, DHARMAPURI in Savings Bank A/C No.14249 . in the name of the Trust.

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Typed byL G.Baskaran, No.144, S.V.Road, Dharmapuri.

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DHARMAPURI SRI VIJAY EDUCATIONAL TRUST

DEED OF RECTIFICATION.

This Deed of Rectification is executed on 12 th day of August 1999 at Dharmapuri by Thiru. D.N.Chinnasamy, son of, Nadupaiya Gounder, 8 Arunachalam st., Dharmapuri. 636 703. (1). Thiru D.C.Manivannan, Son of Thiru D.N.Chinnasamy, 8. Arunachalam St, Dharmapuri 636 703 (2), Thiru.D.C. Elangovan, Son of Thiru D.N.Chinnasamy, 8 Arunachalam St, Dharmapuri 636 703 (3), Thiru. P. Loganathan, Son of Thiru. D.M. Perumal, 18, Appavoo Nagar, Dharmapuri 636 701 (4).

The above Donors have already executed a Deed of Trust in favour of Dharmapuri Sri Vijay Educational Trust by a Deed of Trust dated 14.11.86 and to give effect to the

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210 # 99 MICHINES NO. 2/0 tontaiD5 Sab Reviet mean in the Office of the Sub Registra. of Duarmapuri West and lee of Rs. 53 . 0. ur of Angust- 10 22 GARE DO'N F-EXECUTION ADMITTED BY - Son of Nadupaiya Gounder. 3 NOFONO 8. Avunachalan Theel. Oharma puri. 1, Qumm. Sons of White D. N. Chinnessing Bunneri, E, Arnachalan sheet De Slonguell Ohannapuri. Son of Thim D. m. Pernmel. My _lt Quarinis, 18, Appavoo Svagan Ohannepuri 1 IDENTIFIED BY D. V Supel Stonom AL Rober 72> TNHB BRGANS. 5 The thous . E. Meachan Goundar 19 R. Appaver Nager. Dharmapurzi: 1315 Day of August 1999 -sik in Sul Registras



resignation of one of the Trustees namely Thiru.M.N.Seshadri from the above Trust from 22.6.1987 and also to correct some of the clauses already existing in the Deed dated 14.11.86, this Deed of Rectification is executed on this day with the following changes.

 Trustees of the Trust hereinafter will be the above named four persons.

2. For the clause 5 (U), Clause 26 (D) in the Original Trust Deed dated 14.11.86 the following claosed shall be a substituted and the changes made in two clauses 5 (U) and 26 (D) will have restorspective effect from 14.11.86.

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ப். அழகர், 7 மு. வி. இண்டூர், ட. என்: 8270/பி1/96, தருமபுரி- தமிழ் காடு.

Clause 5 (U) : To invest and deal with the monies of the Trust not immediately required upon in Nationalised Banks or Scheduled Banks or in Government securities or in post offices or for the purchase of immovable properties for fulfilling the object of the Trust as determined by the Board of Trustees from time to time and in such other investments not contravening the provisions of I.T.ACt. 1961 as amended from time to time.

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Clause 6 (G) : The Board of trustees here in after called "The Board" shall consist of four members. The Board shall be elected once in three years by the General Body of the trustees from among the members of the Trust.

: when co trustees jointly commit a breach Clause 18 of trust and where one of them by his neglect enables the others to commit breach of trust, each is liable for the loss occassioned by their acts.

Clause 26 (D) : To invest in Nationalised Banks or Scheduled Banks or in Government securities or in post offices as decided by the Board of Trustees.

3. After Clause 37 in the Original Trust Deed dated 14.11.86 the following clause shall be introduced as clause 37 (a) which is as under ;

Clause 37 (a) : The accounts of the Trust shall be closed at the end of31 st day March of each year and the accounts shall be audited by the chartered Accountant and the relevant accounts shall be placed before the Board of Trustees.

with the above changes this Deed of Rectification is signed by the Trustees in the presence of the following Witnesses.

Trustees:-

1. D.N. Chinnasamy. 2. D.C.Manivannan 3. D.C.Elangovan. Somerul 4. P. Loganathan.

5/0 K.Shanmugam, Indur.

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Witnesses ;

Attested By :

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