

44 79/07



4...புத்தகம் 2007...ஆண்டு ஆவண எண் 79

...24...தாடகனைக் கொண்டது.

சார்பதிவாளர்,

சார்பதிவாளர்.

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2007-ம் ஆண்டு ~~1000~~...திங்கள்...ஆம்நாள்
பகல்...3...மணிகளுக்கிடையில் திருவாரூர்
சார் பதிவாளர் அலுவலகத்தில் தாக்கல்
செய்து கட்டணம் ரூ. 110-00 செலுத்தியவர்.
இடது பெருவிரல்.



சார்பதிவாளர்,
திருவாரூர்.

S/o K.S. Siva vadivel
odayar. Durgalaya Road
Meiporal Nagar Tiruvārūr
03.01.07 TN/30 /124 /011 AA-36

எழுதிக் கொடுத்ததாக ஒப்புக் கொண்டவர்
இடது பெருவிரல்.

S/o K.S. Siva vadivel odayar
Durgalaya Road Meiporal Nagar
Tiruvārūr
03.01.07 TN/30 /124 /011 AA-36

இன்னாரென்று ரூபித்தவர்கள்.

N. R. S/o. NAGARETHINAM, EZHIL NAGAR VILAMAL

M. R. S/o R. Manoharan Velankudi MAIN ROAD NR

2007...ஆண்டு ~~1000~~...திங்கள்...ஆம்நாள்

4...புத்தகம் 2007...ஆண்டு...எண்ணாகப்
பதிவு செய்யப் பெற்றது.

2007...ஆண்டு ~~1000~~...திங்கள்...ஆம்நாள்

ச. கலியபெருமாள்

சார்பதிவாளர்

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தமிழ்நாடு
தமிழ்நாடு TAMILNADU
பி.ச.ச. தியாகபாளி.
சு.ச.ச. தியாகபாளி.
சு.ச.ச. தியாகபாளி.
சு.ச.ச. தியாகபாளி.

C 268185

V. R. Raman,
ஸ்டாம்பு வெண்டர்,
நன்னிலம்.
உரிமம் எண்: 5-93

2

WHEREAS, the Founder trustee has appointed three persons including himself as mentioned above as "Trustees" of this trust. The trustees have accepted their assignment as trustees and have resolved to endeavour in every manner to discharge their obligations as trustees thereof.

WHEREAS, pursuant to the above, the Founder Trustee is desirous of contributing Rs.1,000/- (Rupees One thousand only) towards the initial corpus of the trust for establishing the trust and to transfer and deliver the same to the trustees to hold the same upon the trust for the objects hereinafter specified subject to the terms and conditions stipulated hereinafter.

[Signature]



தமிழ்நாடு TAMILNADU 5104
 எண் ... 1000
 ரூபாய் ... 1000

க.ச.ச. தியாகராஜன்.
 திருவாரூர், V. Raghavan

C 268186

V. ரகுராமன்;
 ஸ்டாம்ப் வெண்டர்,
 ருன் லிஸம்.
 உரிமம் எண்: 5-93



3

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1) The trust hereby created shall be called "VELUDAYAR EDUCATIONAL TRUST".
- 2) The registered office of the trust will be Meiporul Nagar, D.No.60.B Durgalaya Road, Tiruvarur. The registered office of the trust may be shifted to any other place, as and when decided by the board of trustees.
- 3) The Founder Trustee does hereby deliver to the trustees above referred, the sum of Rs.1,000/- (Rupees One thousand only) and the same shall form the initial corpus of

[Signature]

this trust and the board of trustees as hereinafter defined are empowered to have all the rights, privileges, interests, claims and authority into and upon the said corpus.

4) OBJECTS OF THE TRUST:

Main Objects:-

- (i) To establish and operate Teacher Training College to provide teaching skills to the youth.
- (ii) To promote higher education in the spheres of Engineering, Technology, Medicine, Business Management, Agriculture, Arts, Science and other related fields and general education and education of all types.
- (iii) To create necessary and adequate technical, engineering, medical skill amongst the youth.
- (iv) To provide nutritious food to the students.
- (v) To promote and encourage sportsmanship of the students and to expose their talents to the world.

II. ANCILLARY OBJECTS:

1. To establish, maintain, run, manage, take over, acquire, improve, extend, upgrade or donate, aid and assist in the establishment, maintenance, running, development, improvement and extension of Nursery School, Elementary, Middle or Secondary Schools, High Schools, Higher Secondary Schools, Colleges of Education/Teacher Training, Colleges of Arts, Fine Arts, Music, Science and Polytechnic Colleges of Engineering, Medicine, Business



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Administration, Industrial Management, Research institutions etc., and generally all kinds of educational institutions whether general, industrial, technical, vocational, professional, residential, correspondence or of other description whatsoever for the welfare and upliftment of the general public.

2. To establish postgraduate institutions in the various fields of education.
3. To establish institutions for Research and development in the various fields of education as described in para.2 supra.
4. To establish training centers, Model Production Centres and Industrial Units to facilitate practical training to students of polytechnic or Engineering Colleges and provide them adequate training and experience in production, financial, personnel, marketing and industrial management for providing entrepreneur skill to the outgoing students so as to create necessary confidence in the youths for self-employment.
5. To establish training centers, Model Production Centers and Industrial Units to facilitate practical training to students of polytechnics or Engineering Colleges and provide them adequate training and experience in production, financial, personnel, marketing and industrial management which is a basic requirement for procuring job either in the public or private sector undertakings in this country.
6. To acquire by purchase, gift or otherwise, lands, house sites and buildings. To erect, built, and construct and to aid assist in the erection, construction and building of houses, building for educational institution and colleges,



libraries, staff quarters, hostels research associates and institutions and other type of building or construction whatsoever and to maintain or run them and if necessary to alter, demolish or reconstruct any portion or portions thereof as may from time to time necessary or expedient.

6. OTHER INCIDENTAL OBJECTS TO ACHIEVE THE MAIN OBJECT:

1. To acquire and take over all or any part of the immovable or movable properties of any Trust or Institution or any one whomsoever for the purposes of the Trust.
2. To enter into any arrangement, contract or partnership with any Government (State or Central) Authority or person or universities or institutions situated in and outside India whomsoever and to obtain from any Government, quasi Government Authority or other universities/institutions or person such rights, concession and privileges, as the Trust may think fit or desirable and to obtain, carry out, exercise and comply with any such arrangement, contract, privileges, right or concession.
3. To accept donations, endowments, gifts, devices, bequests (real or personal) grants-in-aid and subscriptions for all or any of the purposes of the Trust from any persons on such terms and conditions as the trust may consider reasonable and fit.
4. To purchase, acquire, hold and manage, sell and transfer all or any immovable properties acquired or purchased or hereinafter to be acquired to purchased by the Trust.



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5. To affiliate, control and render assistance to any institution having objects similar in whole or in part to the objects of the Trust and to Co-operate institutions having similar objects.
6. To collect such rent or charges or other moneys from occupants of hostels, buildings or rooms, apartments, staff quarters or otherwise having use of the same as may be deemed necessary at rates to be fixed by the Trust from time to time.
7. To conduct, lease out or otherwise work leases for the use and benefit of the occupants and staff of the hostels and educational institution and to collect the charges as found adequate from such occupants and staff.
8. To grant scholarships, stipend and render financial aid to students, scholars, poets, teachers and professors of eminence in Musical educational field: also persons for prosecuting studies in India by granting scholarships, grant-in-aid or loans.
9. Generally to diffuse useful, educational, literary and social knowledge among the public: to arrange or assist holding educational conferences, seminars, exhibitions, lectures, discussions etc., in line with the aims and object of the Trust.
10. To raise and borrow money and secure the payment of money by such means upon such terms and conditions and in such manner as may be determined by the Board of Trustees and in particularly by charge specially or by way



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of floating charge, or otherwise upon all or any part of the undertaking, property and rights of the Trust (either present or future or both). To collect, manage and disburse the funds raised or to be raised for all or any of the objects of the Trust. To do and cause to be done all such lawful things as are in accordance with the spirit and principles of the objects of the Trust or which are conducive to the attainment, and pursuit of the aims and objects of the Trust. To give, provide and/or render help and assistance to and/or implement any scheme for providing livelihood and upliftment of the poor.

11. To foster and encourage education and training in handicrafts, fine arts, among women folk in general; to establish and found institutions imparting such education and to establish, maintain, support or help by monetary gifts or otherwise, centers and institutions for women and children and to provide social welfare works for women and children.



12. To meet travelling, boarding and lodging expenses for students going abroad for higher Commercial and technical education. To grant, pay or give scholarship, stipend, prizes, rewards, allowances and other financial assistance or help in cash or kind to students with a view to help them in prosecuting their studies in schools, colleges, educational institutions teaching of cultural arts or other training, research or educational works in India.
13. To open, fund, establish, promote, set-up, run, maintain, assist, finance, support and/or help or aid in the setting up and/or maintaining and/or running institutions, centers, auditoriums and the like for the running of welfare and other services to the public and to provide meeting room for socially useful activities and functions.

(Signature)

14. To promote, assist and/or maintain all activities by whomsoever carried on or wherever carried on in India in conformity with the objects of the Trust and as are conducive to the well being and general welfare of the nation or are conducive for advancement of any object or objects of general public utility not involving / carrying on of any activity for profit.
15. To establish and/or publishing books pamphlets and periodicals in India for the spread and advancement of education and culture.
16. To establish or run or take over home(s) for the aged and orphanage(s).
17. And generally to do and cause to be done all such lawful things as may be required for all or any of the above objects from time to time.



07. BOARD OF TRUSTEES / TRUSTEES:

Shri.K.S.S. Thiagapari, the Founder Trustee shall be the Managing Trustee. Shri.K.S.S. Senthurpari shall be the Joint Managing Trustee and Shri.K. Gunaseelan shall be the Trustee.

08. CORPUS AND FUNDS OF THE TRUST:

The Board of trustees shall stand possessed of the initial corpus of the trust and such further donations and/or contributions whether in cash or kind, properties, movable and immovable, received and/or acquired by the board of trustees, whether from India or abroad for the purpose of this trust including the returns and/or benefits arising and accruing thereto. The board of trustees shall be completely and effectively vested with

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and in charge of the said trust properties and funds with full authority to issue grants, permissions, rents, income and all other benefits, directly or indirectly flowing through the said trust properties and funds.

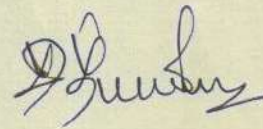
It is hereby declared that in pursuance of this indenture of trust, the funds including the corpus and the income of the trust shall be solely utilized for the achievement of the objects of the trust and no payment shall be made to the board of trustees or to any trustee individually by way of profit, interest, dividends, etc.

09. BENEFICIARIES:

The benefits of the trust shall be open to all irrespective of caste, creed, religion, sex, nationality, color or language.

10. INVESTMENTS:

All the monies / properties forming the corpus of the trust and/or further monies or properties of the trust received or acquired by way of donations, grants of any manner whatsoever, and income or interest accruing thereto shall vest in the board of trustees towards fulfilling the objects of this trust and their decision thereon shall be final. The board of trustees shall have due authority and power to make such investments from time to time, as they deem fit and proper and the funds of the trust shall be invested in the modes specified under the provision of Section 13(1)(d) read with Section 11(5) of the Income Tax Act, 1961, as amended from time to time.




11. MANAGEMENT OF THE TRUST:

1. The management of the Trust and the entire control, regulation, management and application of the Trust Funds and the profits thereof and all others or any property for the time being whether capital or income, subject to the objects of the Trust and powers and authorities mentioned there under shall be in the uncontrolled discretion of the Board of trustees subject to clause No.13 below. The number of trustees can be increased or decreased with the consent of all the trustees of the Board for the time being.

2. The Board of Trustees are free to implement such valuable advice, guidance and suggestions, emanating from the rich experience of the public or advisory committee, if appointed, and are not bound to accept all the suggestions which cannot be implemented due to various factors like financial constraints, Government regulations Act, or for other practical difficulties according to the prevailing circumstances at that time.

12. BOARD OF TRUSTEES:

1. The Founder of the Trust shall be the Managing Trustee. The Founder Trustee has appointed the following persons as the trustees.

Name and address

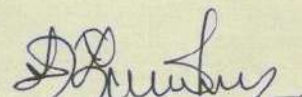
Shri.K.S.S. Senthur Pari

Shri.K. Gunaseelan

Designation

Joint Managing Trustee,
Trustee.

The Trustees shall hold their office for their life time.




1. The trustees can vacate or resign their trusteeship. If the office of the Managing or Joint Managing Trustees becomes vacant in case of death, the remaining trustees shall appoint any one of his/her legal heirs/successors who is found fit.
2. The trustees shall from time to time after meeting the expenses of and incidental to the management of the trust properties and of the Trust, decide the particular object or objects for which the income and corpus of the Trust fund or properties for the time being available shall be applied.

13. FUNCTIONS OF THE TRUSTEES:

Without affecting the generality of powers and functions of the trustees to manage and administer the trust, the Managing Trustee shall have the following functions.

1. Subject to the approval of the Board of Trustees by a resolution in this behalf, to borrow against the security or the assets of the trust or without security by way of bank overdrafts, loan or otherwise, as may be necessary, and to authorize two or more of the trustees to execute such documents, deeds, papers, etc., as may be necessary in connection therewith.
2. To arrange for and/or authorize the signing or executing of any agreement, contract, instrument, document or any other paper in writing required to be signed or executed on behalf of the trustees by any two of the trustees to be nominated in this behalf by the Board of Trustees and to make the same



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effective and binding as if the said agreement contract, instrument or document or paper or writing were signed by all the trustees.

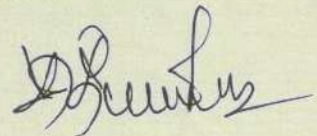
3. To appoint or to make provision for the appointment of Sub-Committee of trustees and/or chairman, secretary, treasurer and such other persons from among the trustees to attend to or supervise or conduct specified jobs or functions or trust matter in such manner and subject to such rules and regulations as the trustees may prescribe.
4. To authorize any one or more trustees to hold any property or any fund or any investment of the trust subject however to the terms of these presents in such manner and subject to such terms and conditions, rules and regulations as the Board of Trustees, may from time to time think fit and proper.
5. To spend, any portion of the corpus of the income of the Trust Fund for purchasing any land and buildings and or constructing any 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.
6. To open bank account/s in one or more bank/s and such account/s shall be operated by the Managing Trustee individually.
7. To sell such portion or portions of the movable or immovable properties forming part of the trust either by public auction or private contract at such price or prices and in such terms and conditions relating to title or otherwise in all respects and to rescind or vary any contract for the sale thereof and



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to resell the same without being answerable for any loss occasioned thereby and to execute all conveyance or other assurances and to pass valid and effectual receipts and discharges for all moneys received.

8. To pay all charges and outgoing payable in respect of any immovable property for the time being forming part of the trust fund and may carry out repairs to be done to the same and keep the same insured against loss or expenses incidental to the administration and management of the trust Estate and the properties for the time being belonging to the Trust. The trustees may manage or supervise the management of any land, hereditaments, and premises for the time being comprised in the Trust Estate or any part thereof with power to erect, pull down, rebuild and to alter repair buildings and to build drains and make roads and fences and otherwise to improve, 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 otherwise to let on lease, land deal with the said lands, hereditaments and premises.
9. To appoint Secretaries, Managers, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors, Gumasthas or other employees for the purpose of management and supervision of the Trust estate for collection of rent, effects of rents and profits, for keeping the accounts and records and for other purpose of the Trust.
10. To establish the office at such place or places and may change such places from time to time.




11. To lease the immovable property or properties for the time being and from time to time belonging to the Trust and manage them in a proper manner.
12. To compromise or compound all actions, suits and other proceedings and settle differences and disputes touching the trust estate and/or the Trust properties and to refer any such differences or disputes to arbitration and to adjust or settle all accounts relating to the Trust Estate and/or Trust properties and to do all other acts and things fully and effectually without being liable on answerable for any bonafide loss occasional thereby.
13. To Join and Cooperate with any trust or institution having allied and/or similar objects.
14. To frame schemes and rules and regulations to carry out the objects of the trust and for managing the affairs of the trust and otherwise for giving effect to the objects and purposes of the trust and to vary the same from time to time.
15. To reimburse and pay and discharge out of the trust funds all expenses incurred by the Trustees in or about the execution of the trust or any of their duties under these presence including traveling expenses, but will not be entitled to any remuneration.
16. To invest the trust estate either in the purchase of immovable properties or of mortgage immovable properties or in such manner as allowed by the law as may be in force from time



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to time and to convert, alter vary, dispose of such investments from time to time provided that such investments shall not be made which or directly or indirectly for the benefit of any person referred in subsection (3) of section 13 of Income Tax Act, 1961 and any surplus shall be carried over to the next year or years and spend in such subsequent year or years of the advancement of any of object of the trust the income and funds of the trust shall be utilized towards the objects of the trust and no portion of it shall be utilized for payment to trustees by way of profit/dividend/interest etc.,



17. To sue in the name of the trust and may similarly be sued in the name of the trustees.

14. Duties of the Trustees:

- 1) The Trustees shall cause true and accurate accounts to be kept of all moneys received and spent and of all matters in respect thereof in course of management of trust properties or in relation the carrying out of the objects and purpose of the trust as well as of all the assets, credits and effects of the trust properties.
- 2) The Trustees shall keep an account or accounts with any bank or banks either in the name of the Trust or with such persons as may be necessary for carrying out the objects of the Trust 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.

- 3) The Board of Trustees shall nominate one among them who shall take the responsibility for proper maintenance of accounts and submit the financial statements in the Board Meetings at least once in three months and furnish budgets and financial proposals for raising necessary finance for the progressive growth of the Institutions established by the Trust and for the Trust itself.

15. Rights of the Trustees:

- (1) All the trustees unless they voluntarily resign or otherwise decide, shall continue to be the trustees during the term of their natural lives.
- (2) Any trustee may retire at any time without assigning any reason and without being responsible for any costs occasioned by such retirement.



16. MEETING AND QUORUM:

1. The Managing Trustee of the Board of trustees shall arrange for quarterly meetings of the Board of Trustees for review of the achievements of the trust towards their objective and review of the proposals and projections for the next quarter to the desired objects of the trust.
2. All proceedings and questions and matters arising at the meeting of the trustees shall be decided by a majority of votes as provided herein under. However, notwithstanding anything herein stated, the question dealing with the disposal of the corpus of any of the trust properties and/or investment out of the trust corpus shall be decided by the majority in a special meeting called for this purpose.

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3. In case of difference of opinion between the trustees the opinion of the majority shall prevail.
4. A resolution in writing circulated amongst the trustees and signed by a majority of the trustees shall be as valid and effectual as if it had been passed at a meeting of the trustees duly called and convened.
5. Notice of the meeting of the trustees and all communication may be sent to the trustees at their address registered for the being in the records of the trust. Generally notice period for a meeting is three days and for extraordinary / special meetings one day notice is enough.
6. All meetings of the trust shall be held at such place and at such time as the Board of trustees of the Trust shall decide from time to time.
7. A trustee who is unable to be present at a meeting of the trustees may sent his views on the agenda in writing and such expression of opinion shall be taken to be vote on the matter concerned.
8. The minutes of the proceedings of every meeting of the trustee shall be entered in a book to be kept for that purpose and signed by the Chairman of such meeting or the following meeting when they are read over and shall, when so entered and signed, be conclusive evidence of the business and other matters transacted at such meeting.
9. The quorum for any meeting of the trustees shall be two and the quorum may be suitable increased in case of increase in the number of trustees.



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17. REMUNERATION OF THE TRUSTEES:

No trustee is eligible for any remuneration, as long as he holds the office of the Trusteeship. However, the Trustees can reimburse the expenses incurred by them for and on behalf of the trust are for the activities of the trust to such extent that is considered reasonable and genuine.

18. Disqualifications of Trustees:

A person shall cease to be a trustee if any of the following events happens:

- If he dies, or
- If he becomes bankrupt, or
- If he becomes insane or otherwise become incapable to act, or
- If he resigns his office.

No Person being

- an undischarged insolvent, or
- convicted of any offence involving moral turpitude,
- of unsound mind, or
- a minor shall be eligible to be a trustee.

19. Maintenance of Accounts:

The board of trustees shall maintain true and proper accounts of the trust regularly and shall have the same audited by a qualified Chartered Accountant every year and the accounts shall be closed by the 31st of March each year.



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20. Reimbursement of Expenses:

The trustees shall be entitled to reimbursement of all expenses incurred personally in the course of administering the trust.

21. Accountability and Indemnity:

The trustees shall be accountable for all such monies, stocks deposits, securities, properties, assets, offerings and other articles as they shall actually receive for and on behalf of this trust and for all their bonafide acts, actions and decisions, the trustee shall stand indemnified.

22. Amendments:

Any amendment to this Deed of Trust shall not have an effect of altering the basic character / objects of the Trust and further no amendments which may prove to be repugnant to the provisions of section and other relevant provisions of the Income Tax Act, 1961, as amended from time to time, shall be made No amendment shall be carried out without the prior approval of the commissioner of Income Tax.

23. The objects / activities of the Trust shall be carried out in India (and abroad).

24. The trust shall not carry on any activity with the intention of earning profit.

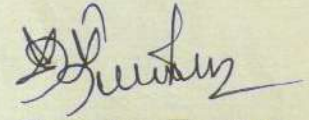


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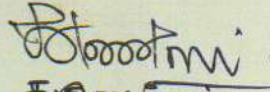
25. Dissolution of the trust:

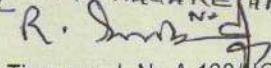
In the event of dissolution or winding up of the trust, if there remains after the satisfaction of all its debts and liabilities, any assets / properties as on the date of dissolution, the same shall under no circumstances be paid to or distributed amongst the trustees or to any of them but the same shall be transferred to another charitable trust whose objects are similar to those of this trust and which enjoys the recognition under the Income Tax Act, 1961, as amended from time to time.

In witness whereof the parties hereto have hereunder set and subscribed their respective hands on the day and year above written.


Founder Trustee

Witnesses

1. P. Swaleen S/o S. GOPALAKRISHNAN
29, ARASAN KULAM ST
Tiruvallur.
2.  R. KANNADASSAN
92/106-A, Thiruvallur Road.
3. N. Ravi S/o R. NAGARETHAM, VILAMAL, TIRUVARUR.
(R. Kannadassan)

Drafted and attested by: 
29-D Kamalalayam North, Tiruvallur L.No.A.168/NGM 1984.

