

தமிழ்நாடு தமில்நாடு TAMILNADU

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24.4.10

S.R.R. Naidu Educational  
Trust

L 082247

சு. ர. ஸ்வாமிநாதன்  
உரிமம் எண். 6/772/ஆ3/9  
261, பி.எச். ரோடு.  
அமைந்தகரை.  
சென்னை - 600 029

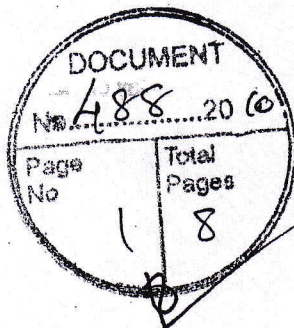
### DEED OF TRUST

**THIS DEED OF PUBLIC EDUCATIONAL TRUST**, executed at Chennai, on this  
..... day of May, 2010 by **R.S. MUNIRATHINAM**, son of R. Swaminatha  
Naidu, aged about 62 years, residing at Door No.83, Plot No.2981, 1<sup>st</sup> Street,  
Z-Block, 13<sup>th</sup> Main Road, Anna Nagar, Chennai - 600 040, hereinafter referred to as  
the **AUTHOR AND FOUNDER OF THE TRUST**.

**WHEREAS** the Author and Founder of the Trust is desirous of creating a Public  
Educational Trust for the objects set out hereunder, to be administered under  
the terms set out hereunder:

**WHEREAS** the Author and Founder of the Trust has endowed a sum of Rs.1,009/-  
(Rupees One Thousand and Nine Only) for the purpose of creation of the Trust.

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**WHEREAS** the Author and Founder of the Trust has requested

- (i) **Mrs.M. MANJULA**, wife of R.S. Munirathinam, aged about 51 years, residing at Door No.83, Plot No.2981, 1<sup>st</sup> Street, Z-Block, 13<sup>th</sup> Main Road, Anna Nagar, Chennai – 600 040,

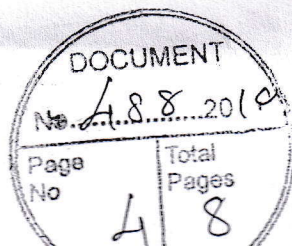
to be a Trustee along with himself to carry out the objects of the Trust and she has accepted the said obligation.

**NOW THIS INSTRUMENT WITNESSETH:**

1. The Trust shall be known as "**S.R.R. NAIDU EDUCATIONAL TRUST**".
2. The office of the Trust shall be at W-389, School Road, Anna Nagar Western Extension, Chennai – 600 101 or at such other place or places as the Trustees may decide upon from time to time.
3. This Trust shall be an **IRREVOCABLE PUBLIC EDUCATIONAL TRUST** in the nature of the Trust for the benefit of general public without any discrimination as to caste, creed, community, race or religion.
4. The sum of Rs.1,009/- (Rupees One Thousand and Nine Only) endowed by the Author and Founder of the Trust and mentioned above together with further accretions thereof and other properties which may be endowed to the Trust shall be held in Trust for the objects setout hereunder.
5. The objects of the Trust shall be:
  - (a) To support the poor for their education and to establish, administer and support Schools, Colleges, Polytechnics, Technical Institutions, Training Institutions, Research Institutions, Universities or any other educational Institutions.
  - (b) To promote, establish, support and/or maintain Institutions for the promotion of science, literature, music and fine arts.

- (c) To establish and administer primary, middle and high schools, college for arts and science, technical and non-technical, agricultural, engineering, medical and/or other institutions for any kind of education.
6. **R.S. MUNIRATHINAM** and **Mrs.M. MANJULA** shall be the First Board of Trustees of the Trust. The Trustees may co-opt additional Trustees.
7. Any vacancy that may arise in the Board shall be filled by co-option, by the continuing Trustees. Till the co-option is made, the affairs of the Trust shall be conducted by the continuing Trustees and all acts done by them shall be binding on the Trust.
8. **R.S. MUNIRATHINAM** shall be the first Managing Trustee of the Trust and shall act and conduct the affairs of the Trust on behalf of the Trustees and be in the management of all the powers of the Board of Trustees. He shall hold the office of the Managing Trustee for a period of 5 years from the date of this deed of Trust and is eligible for re-appointment for a specified period by the Board of Trustees on the expiry of first five years.
9. In the event of anyone of the Trustees acting detrimental to the activities of the Trust, the Trust will issue one month notice to the said Trustee and call the meeting of the Trustees and shall remove the said Trustee from the Board of Trustees. The decision of the Board of Trustees thereto shall be the final, in such circumstances.
10. The Trustees shall have and may exercise all or any of the following powers as they may consider necessary or desirable for carrying out the objects of the Trust.
- (a) To purchase, hire, take on lease and in any manner deal with immovable properties or movable properties and to construct buildings thereon for the accommodation of Schools, Colleges, Polytechnics, Technical Institutions, Training Institution, University or any other educational institutions, Hospitals, Orphanages and Home for aged.

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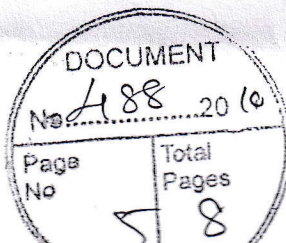


- (b) To borrow any money from Government, Local Authority, Company, Firm or any person with or without security, pledge, mortgage or otherwise charge on any of the properties of the Trust and to accept such advances and loans on such terms and conditions and (where applicable) subject to payment of interest or otherwise as the Board of Trustees may consider necessary or desirable for carrying out the objects of the Trust.
- (c) To receive donations and endowments from any persons including Government, local authority, firms, companies, charities or other Trusts or funds, for the objects of the Trust on such terms and conditions as may be acceptable by the Trustees.
- (d) To make donations to any other Trust or Trusts having objects similar to those of these presents.
- (e) To invest the donation receipts and other income of the Trust in
  - (i) purchase/acquisition of any property, immovable or movable or
  - (ii) to advance or lend to any company, firm or institution, subject to the provisions of the Income Tax Act.
  - (iii) to deposit with any bank, company, firm or institution, subject to the provisions of the Income Tax Act.
- (f) To change one form of investment into another as the Board of Trustees may deem fit and proper.
- (g)
  - (i) With the approval of Director of Income Tax (Exemptions) or any other Income Tax Authority having jurisdiction over the Trust, to sell, mortgage, charge, lease or hire the immovable properties of the Trust.
  - (ii) To deal with, invest, transfer investments, open Bank accounts and generally to deal with Trust funds and any part thereof as the Board of Trustees may consider necessary or desirable.

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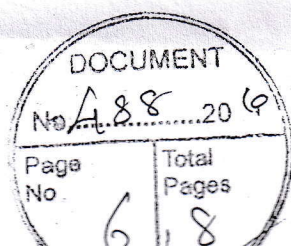
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- (h) To institute and conduct or defend any legal or other proceedings in the name of the Trust or against the Trust as the case may be and to engage counsel or attorneys and to give them such vakalats or Power of Attorney as may be necessary from time to time.
  - (i) To do all other lawful things as are identical or conducive to the attainment of the projects mentioned in Clause 5 above.
  - (j) To delegate any powers to one or more of their body or to any person and to execute the required power of attorney, as the Trustees may think fit, for such purpose.
  - (k) To withdraw and cancel any power of attorney executed and given.
  - (l) To let any portion of any immovable property forming part of the Trust Fund, at such rent and for such period and on such terms and conditions as the Trustees may think fit, in order to augment the resources of the Trust for carrying out the objects of the Trust effectively.
  - (m) To open and maintain bank accounts in the name of the Trust in any of the nationalized/scheduled bank as the Trustees may think fit. Such bank accounts shall be operated jointly by the Managing Trustee and one of the other Trustees.
  - (n) To frame rules and bye-laws for the conduct of the business of the Trust and of its transactions.
11. The funds of the institution would be utilized only towards the objects and no portion of it would be distributed in any manner to the Trustees or persons as defined in Section 13(1)(c) of the Income Tax Act, 1961.
12. The investment of the funds of the Trust shall be only in accordance with the Provisions of Section 13(1)(d) read with Section 11(5) of the Income Tax Act.

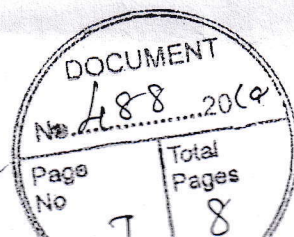
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13. All monies including the main corpus of the Trust now being handed over and of accumulation and receipts of this Trust shall be held only in the name of this Trust and not in any individual name or names of Trustees.
14. The accounts of the Trust shall be maintained properly and shall be closed on the 31st March of every year.
15. The accounts of the Trust shall be audited every year by competent auditors.
16. The net income arising out of the Trust properties, whether movable or immovable, after meeting the necessary expenses shall be utilized for all or any of the aforesaid objects in India as the Trustees may decide.
17. The Trust shall not carry on any activity outside India.
18. The Trustees shall utilize the funds of the Trust and the income derived there from only towards the objects of the Trust and no portion of these monies shall be utilized for payment to the Trustees by way of profit, interest, dividends or under such heads.
19. The Trustees shall be entitled to appoint such staff for administering the Trust property on such terms as they may decide and shall have the power to dismiss the persons so appointed.
20. The Trustees shall be entitled to frame, modify and amend the rules and clauses of this deed of Trust, in any manner, for the purpose of administering the Trust in a more beneficial and better manner, with the approval of the Director of Income Tax (Exemptions), Chennai or any other Income Tax Authority having jurisdiction over the Trust.
21. In the event of the Trust being dissolved or wound up, the assets of the Trust shall be transferred to Trusts or Charitable Institutions having the same objects as of these presents.

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22. The Trustees shall not utilize more than 5% of the Income of the Trust towards any religious purposes or shall give to any religious institutions.
23. There is no movable or immovable property in the name of the Trust, as on this date.

**IN WITNESS WHEREOF** the Author of the Trust has executed this Deed of Trust, on the day, month and year first above written in the presence of other Trustee, who in token of her approval has signed this deed as attesting witnesses.

**WITNESSES:**

1.



M.A. PONNUSAMY, S/o. M. Alagiasundaram  
266/20, Adhayan Colony,  
18<sup>th</sup> Main Road, Anna Nagar, Chennai 40.



**R.S. MUNIRATHINAM**

**AUTHOR AND FOUNDER  
OF THE TRUST**

2.



D. MANIKANDAN S/O. K.V. DHANAPAL  
NO. 261 PERUMAL KOIL Street  
GURUVAYAL REDHILLS CHENNAI 52

