



திரு. நா. பி. 8972
 தேதி: 28.12.95
 பெயர்: கு. நாராயண பி. சிவசாமி
 ஊர்: கீழ்க்கண்டவாசல்
 தொகை: 100 2 00

M. சாத்தர்.
 M. சாத்தர்,
 முத்திரைத்தாள் விடுபட்டவாசல்.
 உரிமை எண்: 4/92,
 ஆலமங்கலம்.

DEED OF TRUST

THIS DECLARATION OF TRUST MADE at peravurani on the TWENTY EIGHT day of DECEMBER, NINETEEN HUNDRED AND NINETY FIVE by Thiru M. Nagoor pitchai, son of Thiru Mohamed thambi residing at Kalanivasal village, peravurani Taluk, Thanjavur District (hereinafter called the DONOR AND FOUNDER TRUSTEE) which term shall mean and include wherever the context so requires her heirs, legal representatives and assigns ON THE ONE PART, AND

1. Tmt. S. Seethalakshmi, W/o Thiru Sivaramakrishnan, 5/36, Chelliamman koil street, kattankolathur -603 203.
2. Thiru G.R. Srithar, S/o Thiru Ramaswamy 4-H/12, Velu Thevar colony, Peravurani.
3. Thiru N. Sivaramakrishnan, S/o P. Narayanan 131, San Thome High Road, Madras - 600 004.
4. M. Ganapathy, S/o C. Manikka Thever, no.68 Near Railway Station, Peravurani.

Dr. Indira...

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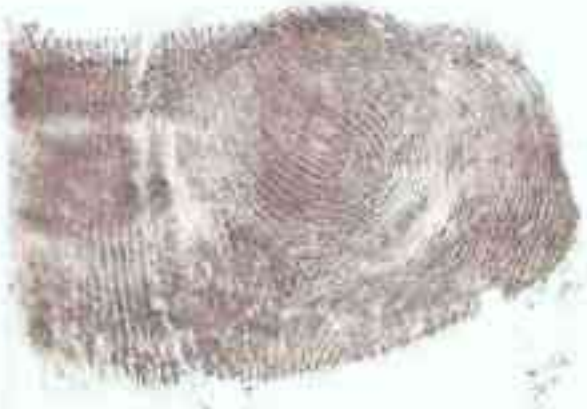
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19.95 யூனின் 29
பக்கம் 4.5 மணிக்குக் கிடைக்க
பெறவுள்ள சம்பளத்தை அனுப்புக
இம் தாக்கத் தொகு கட்டணம்
5/...

← கீழ்க்கண்டது

சமூக சேவைகள் குழுக்கள்
உடனடி நடவடிக்கை



← கீ.கே.சுப்பிரமணியன்
கேள்விகள் 280
கேள்விகள் 280

1. கீ.கே.சுப்பிரமணியன், 3/0 கோமுகித்தேவன் P.K.T. கேள்விகள் 280
7. கோமுகித்தேவன் கேள்விகள் 280
2. கீ.கே.சுப்பிரமணியன், 3/0 கே. கோமுகித்தேவன் கேள்விகள் 280

~~19.95 யூனின் 29~~
~~பக்கம் 4.5 மணிக்குக் கிடைக்க~~
~~பெறவுள்ள சம்பளத்தை அனுப்புக~~

19.95 யூனின் 29
பக்கம் 4.5 மணிக்குக் கிடைக்க
பெறவுள்ள சம்பளத்தை அனுப்புக

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5. G. Ramaswamy. S/o R. Gopalakrishnan,
Aruvishimangalam, Vadever post,
Kudavasal Taluk, Nagai - (Dist)

(hereinafter called the "TRUSTEES" which term shall unless repugnant to the meaning or context thereof, mean and include the survivor and his/her or their assignees and legal representatives for the time being of the presents of THE OTHER PART ;

WHEREAS the Donor and Founder is interested in Kumarappa's educational economic and political philosophy and in promoting the general all-round development, and more especially the improvement of the socioeconomic condition and development of the educationally, socially, economically and health-wise backward and under-privileged children and women in India, with particular emphasis on raising and bringing the status of women in general to its pristine glory ;

AND WHEREAS in furtherance of this object and its achievement and fulfilment, the Donor and Founder has conceived of a project with manifold programmes and plans ;

AND WHEREAS for the purpose of such a project the Donor and Founder has decided to set apart and settle a sum of Rs. 500 (Rupees Five Hundreds only) as the nucleus for a fund to carry out such a project ;

AND WHEREAS the Donor and Founder has decided that such a project should be carried out and managed by an antonomous Board of Trustees ;

AND WHEREAS at the request of the Donor and Founder, the Trustees mentioned earlier in these presents, have agreed to form the Board of Trustees for such a project, including himself and the trustees aforesaid in these presents; which they have mutually agreed to form in the interest of the cause for which this Trust is constituted and declared ;

AND WHEREAS the Donor and Founder Trustee and the other Trustees above-named have decided that further funds be collected by the trustees for the and fulfilment of the aforesaid project ;

AND WHEREAS prior to the execution of these presents the Donor and Founder Trustee has handed over to the Trustees the aforesaid sum of Rs. 500/- (Rupees Five Hundereds only) receipt of which the Trustees do hereby admit and acknowledge gratefully;

AND WHEREAS the Donor and Founder Trustee is now desirous of declaring the Trust and for that purpose, of declaring and executing this deed of Trust concerning the aforesaid sum of Rs.500/- (Rupees Five Hundreds only) for the aforesaid project ;

G. Ramaswamy

NOW THEREFORE THIS DEED OF TRUST WITNESSETH AS FOLLOWS :

I. NAME :

THE TRUST hereby established shall be called "Dr. J. C. KUMARAPPA CENTENARY FOUNDATION " (established to perpetrate the cherished memory of the great Gandhian Thinker Economist and co-worker of Mahatma Gandhi, during his Birth-Centenary Year, 1992. and shall bring about a new society of high moral, social and cultural values in which the welfare of all shall be enshrined and cared for.)

II. THE OFFICE OF THE TRUST :

The office of the Trust shall be situated for the time-being at 4-H/12, Velu Thever Colony, Pattukkottai Road, Peravurani, 614 804, Thanjavur District or such other place in India, as the Trustees deem fit and decide upon. Branch offices, if deemed necessary, shall be opened by the decision of the Trustees at one or more places in India.

III. THE OBJECTS OF THE TRUST SHALL BE :

- 1) to create a conscientious awareness of the need for a sound basic education, robust health, clean environment, effective community organisation, democratic selfgoverning and cultural advancement among the people of India ;
- 2) to promote national unity and integration including communal harmony ;
- 3) to promote an educational system which would cultivate, preserve and protect altruistic values in the citizens of this country ;
- 4) to promote the development of the youth of either sex for and towards a national purpose and to achieve self-reliance through selfemployment and hard work ;
- 5) to eliminate oppression, social and economic injustice and exploitation of all kinds ;
- 6) to carry out rural development with a view to achieve "Village Swaraj" as envisaged by Mahatma Gandhi ;
- 7) to promote the harmonious and all-round development of children through a comprehensive and forward-looking educational scheme so as to make them responsible citizens of this country ;
- 8) To promote the total development of women in general, and those in the backward sections and areas of the country in order to help them stand on their own legs, and achieve

(Signature)

their prestine glory and prideful place in society, and in doing so, to generate and activise so as to help them develop themselves, and be a catalyst for social change, and in this effort, mobilise, organise, train and support educational, social, economic and cultural programmes that may be deemed necessary for the total development of women ;

- 9) And, therefore, the objectives of this Trust, and the programmes through which it shall achieve those objectives shall achieve those objectives shall be consistent with and/or in furtherance of these ultimate objectives mentioned above :
- 10) And, in its efforts to acheve the basic objectives mentioned above ; 'Dr. J. C. KUMARAPPA CENTENARY FOUNDATION ' shall keep itself away from party-politics and its concomitant attempts to pursue or capture political and state-power, but shall, in every possible way, help generate, nurture and develop and maintain at a high level, people's power as distinct from state-power, so as help people become truly democratic and self-reliant both in their outlook in life and functioning;
- 11) And in the achievement of all objectives, 'Dr. J. C. KUMARAPPA CENTENARY FOUNDATION' shall be secular in character and composition, and shall not recongnise, accept or be party to divisive and dis-integrating forces or influences generated by considerations of nationality, statehood, religion, caste, creed, language, convention, colour or sex. It shall, however, be the aim of 'Dr. J. C. KUMARAPPA CENTENARY FOUNDATION' to identify and promote unifying forces everywhere so as to establish a peaceful and co-operative co-existence among all sections of society ;
- 12) In tune with the above objectives, the Trust shall render all kinds of humanitatian services through carrying out such programmes that may be deemed necessary for such fulfilment, and more particularly the following :-
 - a) plan for and vigorously promote 'village Swaraj' ;
 - b) activise, train and involve youth in progressive constructive action for rural advancement ;
 - c) train workers, organisers and executives for various types of rural services rural occupations, health, education etc.
 - d) promote the production and sale of Khadi and products of village and Cottage Industries, both for self-sufficiency and for provoiding employment to millions of people especially, women belognign to the weaker sections of the society, and for this purpose, train the necessary personnel in production techniques and sales-management, produce equipments and implements, and set up emporia, shops, stalls, mobile selling

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units, exhibitions etc. in accordance with the directions and guidance of the Khadi and Village Industries Commission ;

- e) open schools at all levels, colleges, institutions and training centres to promote formal and non-formal education and working out in novative and comprehensive educational activities ;
- f) promote a well-planned and balanced community health-programme, vigorously adopting and pursuing such traditional. alternative and innovative techniques and methods, so as to bring human life close to Nature and Drug-free ;
- g) set-up Shramik-Vidyalayas for training agrricultural labourers, artisans and workers, whole-time and full-time ;
- h) affiliate itself to national and international networks of voluntary organisations, and affiliate to itself small grass-root organisations for the promotion of the above objectives;
- i) conduct and participate in seminars, camps, workshops, and conferences for the fulfilment of the above objectives ;
- j) promote the welfare and rehabilitation of the physically hand-icapped persons ;
- k) set up and run for the aged and the invalid, helping homes;
- l) publish tratises, books, magazines and such programmes ;
- m) and in furtherance of the above objectives, purchase, take on lease, or on mortgage or otherwise acquire and hold any movable and immovable property, rights, easements or privileges and improve, develop all or any or them, as may be deemed necessary and expedient for the attainment of any of the above objectives ;
- n) collect funds in such a manner as may, from time to time, be determined by the Board of Trustees to augment Trust funds;
- o) nefotiate for and/or enter into any contracts or agreements with other persons, bodies, government, minicipal and local bodies, quasi-governemtn agencies, commissions, boards or corporations that may be deemed necessary for, incidental and ancillary to all or any of the objectives of the Trust, and in so doing, retain or employ from time to time skilled, professional, technical or other personnel or advisers, whether members of the Board of Trustees or otherwise, pay honorarium, or fee or remuneration to be paid for their services, as the Board of Trustees in its discretion, considers expedient ;

②. Intimacy

- p) to appoint any person or persons that may be required for the furtherance of the objectives, for carrying out the furtherance of the objectives, for carrying out the functions of the Trust, and render unto them such fee, remunerations or honorarium as the Board of Trustees in its discretions considers expedient ;
- q) to borrow any moeny required for the purpose of the Trust for any of its programmes upon such terms and upon such securities as may be determined by the Board of Trustees;
- r) to accept, hold or administer any gifts, grants, endowments, contributions, donations etc. either in kind of cash, whether upon trust or otherwise, and to under take or execute any trust or obligation which may be deemed necessary for the fulfilment of any or all the objectives of the Trust, and in this connection, issue appeals and make applications or submit memoranda or project-proposals for contributions, donations or grants for its work-programmes and activities ;
- s) contribute, donate or give aid to any persons, association, organisation, body or movement in keeping with and in furtherance of the objectives of the Trust ;
- t) sell, assign, mortgage, lease-out or exchange or otherwise transfer or dispose of, turn into account or otherwise deal with all or any of the movable or immovable properties of the trust as may be necessary for and conducive to the functions of the Trust, and as may be determined by the Board of Trustees, Provided that such transactions shall be consistent with the terms and conditions of any contracts or agreements or promises entered into by the Trust prior to such disposal and/or in accordance with the provisions in the Rules and Regulation herein appended ; and
- u) to do all such acts and things necessary for, conducive, incidental and ancillary to the promotion and furtherance of the objects of the Trust, from time to time.

IV. TRUST FUNDS:

1) In pursuance of the said desire and for carrying out that desire into practice, the Donor and Founder grants, tranfers and assigns into the Trustees the said amount of Rs.500/- (Rupees Five Hundreds only), and all her right, title, interest, claim and demand into and upon the above-said amount shall vest in the Trustees, but subject to the Trustees power and provisions of the Trust herein declared and expressed.

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2) The Trustees shall hold on trust the said amount of Rs. 500/- (Rupees Five Hundreds only). and all other funds, money, property, estate, which may be received by them hereafter secure to the Trust, either by way of donations, contribution, endowments, subscription, income, rent, interest, dividend or otherwise, and all investments representing the same (all of which shall hereinafter be called the Trust Fund), and subject to the provisions and powers of the Trustees hereinafter declared and expressed.

3) For the consideration aforesaid, they, the Trustees, do hereby covenant with the Donor and Founder, her heirs, executors, administrators and assigns that they, the Trustees, shall stand possessed of the said Trust Fund and the investments for the time being, and all funds, securities, debentures and other properties, movable and immovable, which may, under the Trusts and provisions of this Deed, to be substituted or added, in due execution of the Trust and powers of these presents upon Trust for the uses, and subject to the powers and provisions hereinafter declared and contained in this deed of Trust.

4) The Trustees shall stand to be possessed to the said Trust Fund upon trust to receive the interest, dividends, and other incomes thereof and in the first place to reimburse themselves or pay and discharge all the costs, charges, expenses incurred in or about of incidental to the administration or execution of the Trust, or powers of these presents, and also all outgoings, taxes, rates, assessments, dues, duties, levies and other amounts payable in respect thereof and cost of meeting ordinary repairs to any immovable property, if for the timebeing, subject thereto upon trust to apply the residue of the said interest, dividend and toehr income(hereinafter called the 'said income') and at their discretion to apply the whole or any part of the corpus of the Trust Fund for public charitable purposes in India, as per, in accordance with and in fulfilment of the objectives of the Trust enumerated above, or such other purposes as the Trustees may deem fit, Provided that the said income as well as the corpus of the Trust Fund shall be applied only towards charitable purposes or for the furtherance and fulfilment of the objectives expressed in these presents, and any accumulation of income shall also be made and deemed to have been made for application to such charitable purposes in India as aforesaid, in accordance with the provisions of the Income Tax Act, 1961.

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5) Without prejudice to the generality of the foregoing objects and purposes, but subject as aforesaid it is declared that the Trust shall each year apply the residuum of the said income of the Trust Fund and may, at their discretion at any time, and from time to time apply also the corpus of the Trust Fund in or towards any one or more of the Objectives expressed in these presents, as the Trustees may in their absolute discretion think proper.

6) The Trustees shall, where any and is proposed to be given for charitable purposes to any institution, association, society, organisation, body or trust, ascertain that the objects of such institution, association society, body of Trust are in line with those of this Trust, and if so satisfied, may give donation to such of them for being utilised only for such objects. The surplus and unapplied portion of the said income, if any arising in any one or more years, shall be accumulated and/or invested in accordance with the provisions of the Income Tax Act, 1961, as may be in force from time to time.

7) The Trust Funds shall be deposited in a scheduled or nationalised bank or banks as may be decided by the Board of Trustees from time to time. The Board of Trustees in council shall authorise the opening of such account or accounts by a resolution as provided in (8) and (9) below:

8) Bank accounts of the Trust Funds shall normally be operated by any two of the following Three office-bearers of the Trust: i.e.,

- 1) The Founder Trustee
- 2) The Managing Trustee
- 3) The Financial Trustee

9) Notwithstanding the provisions contained in IV (8) above, the Board of Trustees shall be fully competent to authorise the opening of account or accounts of 'Dr. J. C. KUMARAPPA CENTENARY FOUNDATION' either in its own name, or in the name of any of its branches, or institutions created by it, or in the name of any campaign, movement, seminar, conference or such that it may organise in India, and authorise a person or person jointly or severally to operate such accounts on its behalf.

V. THE MANAGEMENT OF THE AFFAIRS OF THE TRUST:

The following procedures and rules are hereby framed and recorded for the management and administration of the affairs of the Trust:-

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1) Board of Trustees: All the Trustees appointed in these presents including the Donor and Founder Trustees, and those who may be appointed hereinafter shall constitute the Board of Trustees:

2) No. of Trustees on the Board: The number of Trustees shall at no time, be not less than FIVE, and more than FOURTEEN, and if the number of Trustees becomes less than five at any time, due to resignation, death or otherwise of the Trustees, the remaining Trustees shall have power to meet in Council and appoint a Trustee or Trustees so as to bring the number to the number needed, subject to the maximum number provided for herein.

3) Right of the Trustees: The Trustees shall hold and enjoy equal rights and privileges, as they shall have a duty to devote whole or part of their time to the activities of the Trust in a team-spirit.

4) The Board of Trustees shall be fully competent to appoint its own councils, committees, or sub-committees with an overwhelming membership of women members on them to deliberate on and advise the Board on technical, legal or other aspects of its various activities. Such councils, committees or sub-committees shall be wholly accountable to the Board of Trustees.

5) The following are appointed the designated Trustees, who shall carry on their respective duties

1. Thiru. M. Nagoor Pitchai	Founder Trustee
2. Thiru. G.R. Srithar	Managing Trustee
3. Thiru. G. Ramaswamy	Financial Trustee

6) The term of office of the Trustees shall be three years. The Trustees constituting the first Board of Trustees at the time of the declaration of the Trust shall hold office for three years from the date of the declaration of the Trust.

7) The Founder Trustee shall preside over the meetings of the Board of Trustees. The Managing Trustee shall be in charge of the administration of the Trust's programmes and activities. The Financial Trustee shall be in charge of the Trust Fund and properties of the Trust.

8) Any trustees nominated or appointed hereafter, subject to the maximum number provided herein, in which he/she will be nominated or appointed Trustee, from the date of his/her appointment.

9) No restriction shall lie on the appointment of a Trustee or as an officer for several consecutive terms. They will be in office subject to their enjoyment of the confidence of the other Trustees.

G. Mani

10) If a Trustee resigns, or dies, or becomes insolvent or insane, or is convicted of any criminal offence involving moral turpitude, or becomes incapable of contracting anyway, he/she can be relived/removed or terminated from the position of the Trustee. The remaining Trustees in Council shall, at the same meeting, or in a subsequent one, appoint another trustee or trustees in such vacancies.

VI. REGISTER OR TRUSTEES :

The Managing Trustee shall maintain, or cause to maintain an up to date Register of Trustees, giving particulars as to the name, address, date of appointment, period of their term, date of expiry of their term, or relief or termination if such has occurred during the middle of the term, and the cause thereof.

VII. MEETINGS OF THE TRUST :

1) The Board of Trustees shall meet as often as necessary, but not less than twice a year. One such meeting shall be considered the Annual meeting, which shall be held within ninety (90) days of the expiry of the Financial Year. At such annual meeting, the audited statements of accounts and the report of work for the year shall be placed, considered and passed by the Board of Trustees. The same meeting shall also appoint an Auditor for the next financial year.

2) Normally meetings of the Board of Trustees shall be called by the Managing Trustee with prior notice or circular giving sufficient time, either on his own, or at the request of the Founder Trustee. Meetings of the Board of Trustees shall also be called by the Managing Trustee on a written requisition of the members, of at least one-third of the total number of them on the Board at that time.

3) The proceedings of the meetings of the Board of Trustees shall be recorded in the Minutes Book, and will be duly approved and signed by the President of the meeting and the Trustees who attended it. The Minutes Book of the Board of Trustees shall be maintained perpetually, and shall be considered the authentic record and conclusive evidence of the proceedings of the Meetings of the Board of Trustees and the decisions arrived at.

4) All decisions of the Board of Trustees shall be carried in a meeting of the Board of Trustees formally convened and conducted, and shall, as far as possible, be based on consensus of the Trustees present. However, if a consensus is not naturally evolved, the decision thereof shall be carried by a single majority vote of the Trustees present and voting.

A. Whisney

5) In the case of a tie, where the Trustees are evenly divided in their opinion, the President of the meeting shall exercise her/his casting vote and decide the measure.

6) In extra-ordinary circumstances, however, when it is not possible to call a meeting of the Board of Trustees, resolutions can be circulated to the Trustees by post to elicit their opinion, providing at least a week's time for the Trustees to accept or reject the measure. The resolution shall be considered carried if Two trustees, besides the Managing Trustee intimate their approval of the resolution by fixing their hand to it. Such resolutions passed by circulation shall be ratified in a subsequent meeting of the Board of Trustees.

7) Quorum for a meeting of the Board of Trustees shall not be less than half of the Trustees on the Board at any given time, or Three (3) whichever is more.

8) No business shall be transacted at a meeting of the Board of Trustees except the adjournment of the same to a future date and place, unless a quorum of half the total number of Trustees on the Board or Three, whichever is more, be present in person when the meeting proceeds to transact business. The adjourned meeting in such an eventuality can be held after seven days at five days' notice. The adjourned meeting thus convened shall conduct the listed business whether there is quorum or not.

9) All meetings of the Board of Trustees shall be presided over by the Founder Trustee. In his absence, however, one of the other Trustees shall be asked to preside.

10) At any meeting of the Board of Trustees, every trustee shall have one vote. A Trustee can vote only in person, and not by proxy.

VIII. DUTIES AND RIGHTS OF THE TRUSTEES :

The following shall be the duties and rights of the Trustees:

1. All Trustees :

a) It shall be the duty of every trustee of 'Dr. J. C. KUMARAPPA CENTENARY FOUNDATION' to accept in toto and to subscribe to and abide by the objectives of the Trust. Any trustee who commits an act that may prejudice, jeopardise, embarrass or offend any of the objectives of the Trust shall be liable to removal from the Board, after proper and satisfactory enquiry, giving an opportunity to the concerned Trustee or Trustees to explain his/her position, and on satisfactory completion of such enquiry

A. M. M. M. M. M.

d) He shall sue and be sued against on behalf of the Trust.

e) He shall maintain or cause to maintain all the records pertaining to the meetings of the Board of Trustees, and those relating to the programmes and activities of the Trust.

4. Financial Trustee:

a) The Financial Trustee shall hold the moneys, funds and properties of the Trust and shall carry out his/her work in consultation with the other office-bearers.

b) He shall maintain or cause to maintain, correct and accurate accounts of the Trust's funds, keep in his custody at the office of the Trust the records, documents and other valuable papers connected with the Trust Fund, and properties of the Trust on behalf of the Trustees.

c) He shall exercise control over the expenditure of the Trust Funds and see to the legitimate spending of the same.

d) He will maintain or cause to maintain the accounts of the Trust and have it audited by duly-appointed auditor and present the audited statements of accounts and auditor's report for the consideration of the Board of Trustees.

e) He shall receive all kinds of incomes of the Trust and issue receipts therefor.

f) He shall protect and maintain the properties, assets, equipments and other valuables belonging to the Trust, and to discharge all loans, debts and liabilities of the Trust.

g) He shall prepare, in close co-operation with the Managing Trustee and the Founder Trustee the annual financial demands of the Trust for presentation to the Board of Trustees for its approval.

h) He shall exercise general control over the expenditure of the Trust in consultation with the Managing and Founder Trustees, and at the same time, take all steps to augment the funds and financial position of the Trust.

IX. FINANCIAL YEAR OF THE TRUST :

a) The financial year of the Trust shall be from the first day of the month of April to the 31st day of March of the succeeding year.

b) The accounts of the Trust shall be kept in accordance with the above.

A. Mahalingam

X. AUDITOR :

a) The Board of Trustees shall appoint at its annual meeting every year an auditor for scrutinizing the accounts of the Trust, and to advise the Board of Trustees as to its financial position and its management.

b) The auditor so appointed, shall examine the accounts of the Trust annually and send his report and the Statements of Accounts relating to the previous year to the Financial Trustee to be presented to the Board of Trustees.

XI. AMENDMENTS :

a) The Deed of Trust and the provisions made herein may, from time to time, be modified, added to, revoked or re-enacted by a majority of not less than three-fifths of the Trustees present at a Special meeting of the Board of Trustees convened for this purpose.

b) Any alteration, abridgement or addition to the objects of the Trust, or its name, or its amalgamation with another organisation duly registered with similar objectives, shall be according to the relevant provisions of the Indian Trust Act and its amended versions in force at the time of such action.

XII. AFFILIATION OF OTHER UNITS (OR) ORGANISATIONS WITH THE TRUST:

The Board of Trustees shall be fully competent to formulate general and specific rules for the affiliation and sanction of grants to the grassroot voluntary organisations having objects similar to those of this Trust from its own funds or those collected specially for the purpose, or those units of its own, or those affiliated to it, in accordance with II (12) of these presents.

XIII. PROFITS AND THEIR UTILISATION :

1) Profit-making is not or shall not be the objective of the Trust. However, if any surpluses are achieved interests accrued or profits derived from any of its income-generating projects, programmes or activities, manufacturing units set up in order to provide gainful employment to the underprivileged and unemployed persons, or such other ventures, such shall not be utilised for the benefit of any individual trustee of Dr. J. C. KUMARAPPA CENTENARY FOUNDATION, but shall be set apart and utilised for the benefit, improvement, development or advancement of those people among whom the Trust is working in conformity with the objectives of the Trust.

Dr. J. C. Kumarappa

2) The Board of Trustees shall be fully competent to decide the exact purpose and the manner in which the surpluses should be utilised within the frame-work mentioned above.

XIV. DISSOLUTION :

1) Any number, not less than three-fifths of the total number of the Trustees of Dr. J.C. KUMARAPPA CENTENARY FOUNDATION may determine at a special meeting convened for the purpose that the Trust be dissolved or amalgamated with another registered Trust, Society or Organisation forthwith or at such a time agreed upon in accordance with the provisions of the Indian Trust Act and its amended versions in force at the time of such dissolution or amalgamation.

2) If, upon the winding up or dissolution of Dr. J. C. KUMARAPPA CENTENARY FOUNDATION, there remains, after satisfaction of all its debts and liabilities, any property, whatsoever, or funds, the same shall not be paid or distributed among the individual trustees holding at that time in the Board of Trustees, but shall be transferred to another Trust, Society or Organisation duly registered with similar objects.

XV. OTHER PROVISIONS :

1) The Trustees for the time-being under these presents, shall be respectively chargeable only for such money as they shall respectively actually receive notwithstanding their respectively signing any receipt or receipts for the sake of conformity and shall be answerable and accountable for only their own acts, receipts, neglects or defaults and not for those of others or any Banker or other persons with whom or in whose hands any Trust might have been incurred either by oversight, or due to the existing situations of devaluation or otherwise, unless the same shall have been committed through his or their own wilful default.

2) The Trustees for the time-being may reimburse themselves or himself or herself on paying and discharging out of the Funds of the Trust all expenses incurred in or amounts that might have been spent in connection with the execution of the Trust on powers conferred under these presents.

3) It is hereby declared that no benefit accrued shall such ensure such directly or indirectly accruing to the Trustees.

4) The Trustees, under these presents, consider the object of the Trust better achieved if, the Income Tax of the Trust is exempted under the Income Tax Act's relevant provisions that will be in force from time to time. In case, however, a particular clause of the instrument of trust has been inadvertantly clothed

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in language capable of an interpretation in conflict with the relevant provisions of the Income Tax Act granting exemptions, it is expressly declared that such clauses shall have restricted meaning or null and void so that the relevant provisions of the Income Tax will have overriding effect.

5) It is hereby declared that the Trust is irrevocable.

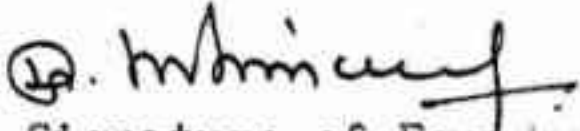
IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first hereinabove written.

SIGNED, SEALED, AND DELIVERED by the within named.


Thiru. M. Nagoor pitchai, S/o Mohamed Thampi, Kalanivasal & (Post) Peravurani Taluq, Thanjavur District.

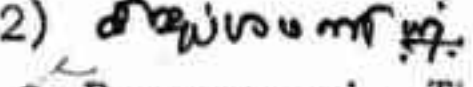
Place: Peravurani

Date : 28.12.1995.



Signature of Founder.

In the presence of : Witnesses.

1)  S/ o. S. Somasundaram, No. 7 Ramasamy Thever Colony Peravurani. Thanjavur (Dist)

2)  S/o G. Ramaswamy, Mavadukuruchi, Peravurani. Thanjavur (Dist)

Drafted Prepared and Typed by:


S. Saravanan, S/o S. Soundararajan,
Peravurani, Thanjavur (Dist)
L.C. No.B/988/PKT/1991.