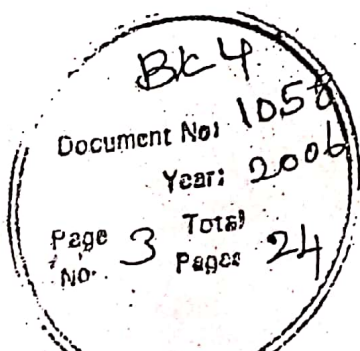


BACKGROUND

- 1) The Author of the Trust desires to create and establish a Charitable Trust (hereinafter referred to as the "Trust") to establish facilities and offer services in the field of education and healthcare for the welfare of the public without discrimination of caste, creed, race, language and religion;
- 2) In pursuance of his intentions the Author of the Trust has decided to endow the said Trust with a nucleus of One Thousand and One Rupees, (Rs.1001only) in cash to be managed and administered by the trustees on the terms and conditions and in accordance with the rules and regulations hereinafter set out
- 3) The Author of the Trust has requested nine of his friends, whom he considers responsible and trustworthy, listed hereinafter, to constitute, along with himself also as a member, a 'Board of Trustees' to hold the sum into a Trust;
- 4) The Trustees have individually and collectively agreed to administer and manage the proposed 'Trust';
- 5) The Author of the Trust and the Board of Trustees consider that it is necessary and desirable to declare and constitute the said Trust and to record its objects and constitution,

M. 

The Author of the Trust.



3
NOW THIS DEED OF DECLARATION OF TRUST STATES AS FOLLOWS:

1) SETTLEMENT

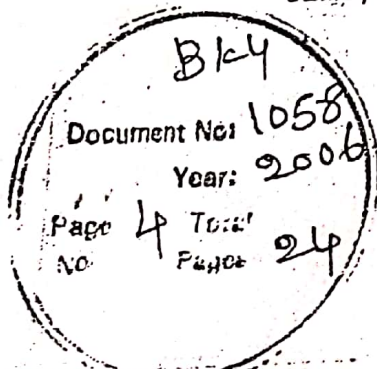
- i) The Author of the Trust does hereby settle the sum of One Thousand and One Rupees, in a charitable Trust, with the name and for the objects hereinafter stated, by delivering the said amount in cash.
- ii) The Trustees, to be listed hereinafter, have accepted the amount, and the receipt of which sum they do hereby acknowledge, to hold the same in and to the charitable Trust, with the powers and obligations as provided hereinafter.

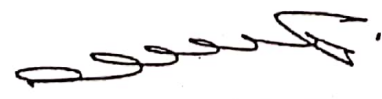
2) NAME

The charitable trust constituted by this deed ("the Trust") and its property (hereinafter referred to as "the trust fund") shall be administered and managed by the Trustees under the name of The Bhavani Educational Services Trust or by such other name as the trustees decide from time to time, with the approval of the appropriate Government authority and confirming to the prevailing laws of the land.

3) OFFICE

- i) The principal office of the Trust shall be situated at 6/1194, M.C.Complex, Bhavani Main Road, Kalingarayanpalayam, Erode District, PIN 638 301, or such other place as the Trustees may, from time to time, decide.



M. 
The Author of the Trust

ii) The Trust may also carry on its work at any other place or places, as decided by the Trustees.

4) ACTIVITIES OF THE TRUST

i) All activities of the Trust shall be within the Republic of India, its States and Union Territories only. There shall not be any activity outside the country.

ii) The trust's beneficiaries must be the citizens of India.

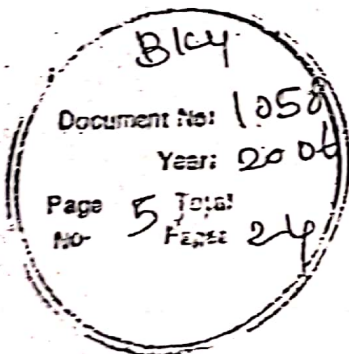
5) THE OBJECTS

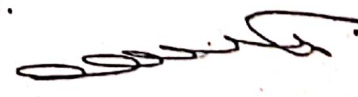
i) The Objects of the Trust are for the benefit of the public (the Beneficiaries) without any discrimination of caste, creed, race, religion and language and are listed as under:

ii) In the Field of Education

(a) To establish, take over, start and run all kinds of educational institutions like Schools, Colleges, Institutes, polytechnics, training Centres etc., in various fields like medical, paramedical, nursing, dental, electronics communications, technical, academic, Arts and Science, Business and Management, Vocational, Sports and Games, Teacher Training etc.,

(b) To promote, facilitate, carry out research by establishing, starting, taking over or running research centres, institutions, laboratories and other appropriate bodies, in various fields of science, technology, medicine, engineering, finance and economics.



M. 
The Author of the Trust

(c) To establish, take over, start and run hostels, libraries, reading rooms, canteens, laboratories, recreation centers, Gymnasias for and in the schools, colleges and institutions to be run and managed by the TRUST.

(d) To award scholarships and other suitable assistance to deserving students in any of the institutions run or assisted by the Trust and assist them to pursue their further studies and training in India.

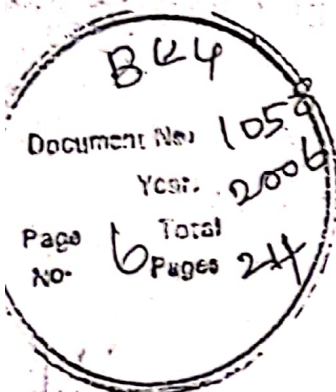
iii) In the Field of Health Care

(a) To establish, start, take over and run various health and medical care facilities like hospitals, health centres, clinics, laboratories and diagnostic centres in various fields and sects of medicine and render free or low cost medical diagnostic and treatment facilities

(b) To render financial and other appropriate means of assistance to poor and needy patients in the treatment of their ailments;

iv) In the Fields of Providing Relief to the Needy

(a) to establish, start, take over and run homes and shelters for aged, poor and destitute elders, orphanages for children, rehabilitation centres for poor widows, physically handicapped and mentally retarded persons;



M. [Signature]

The Author of the Trust

(b) To grant relief during natural calamities, such as famine, earthquakes, tsunami, flood, fire, pestilence and other occasion of calamities of similar nature and to give donations, subscriptions or contributions to institutions, establishments or persons doing such relief work.

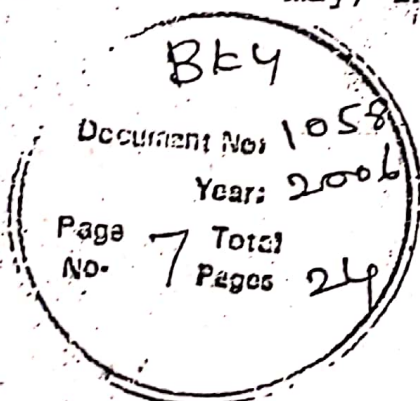
v) In the Fields of Promoting the Social and Cultural Values of our Country


(a) To promote the cultural values of our country amongst the public and to conduct festivals, seminars, meetings, classes and conferences for the same.

(b) To promote and facilitate sports, encourage and train young talents, conduct coaching classes and camps in all spheres of sports and games,

(c) To promote and facilitate music, dance, drama, and all fine arts, and also to conduct concerts and festivals from time to time and on special occasions.

vi) The above objects shall be independent of each other and the Board of Trustees herein constituted may apply the funds of the trust in carrying out all or any of the aforesaid objects of the trust as it may, in its absolute discretion, think fit.



M. 
The Author of the Trust


6) THE PROPERTIES OF THE TRUST

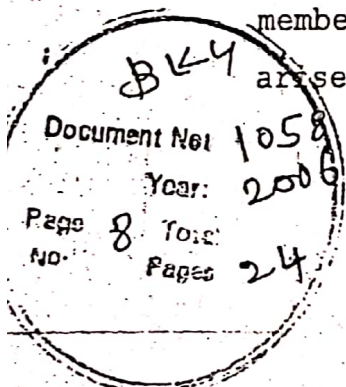
The properties of the Trust shall be:

- (a) The said sum of One Thousand and One Rupees above referred to and the receipt of which has been acknowledged by the Trustees;
- (b) Any property, movable or immovable, that may be acquired by the Trust either by purchase or otherwise;
- (c) All additions and acceptations to the Trust fund;
- (d) All voluntary donations both towards corpus or otherwise gifts, legacies or grants in cash or in kind accepted by the trustees;
- (e) All grants and contributions made to the Trust by the Government, Government bodies, Trust or Institutions, Trade Union or Societies etc; and
- (f) All sums and assets which by and means become the property of the Trust.

7) TRUSTEES

Trustees mean and include the Board of Trustees as described in these presents, and those Trustees, as appointed, nominated or selected by the remaining members of the Board of Trust whenever any vacancy arises.

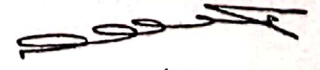
m. 
The Author of the Trust

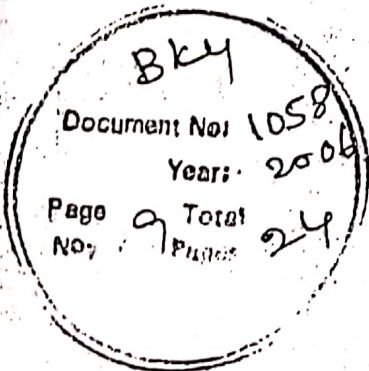


1) The First Trustees

- (a) The First Trustees are the members of the Board of Trustees as constituted for the first time under this declaration.
- (b) The following shall be the First Trustees of the Trust:

1. M.Chinnasamy, son of Muthusamy, 1/1194, M.C.Complex, Bhavani main road, Kalingarayanpalayam Erode district.
2. K.Subramanian, son of Kuppanna Gounder, Periya thottam, Thottipalayam Bhavani Taluk, Erode district.
3. M.Chinnasamy, son of C.Muthusamy, Kavin Hospital, 134, Cauvery Street, Bhavani, Erode District,
4. P.P.Dhanapalan, son of A.S.Pongiyanna Gounder, 151, Mettur Road Erode-11, Erode district.
5. P.Sivakumar, son of P.Palaniappa Gounder 12-18, Ponn Street, Erode-3, Erode district.
6. L.Pushparaj, son of K.Lakshmanan. 1, Chakkaravarthi complex, Muthanampalayam, Ring road, Tiruppur-6, Coimbatore District.

M. 
The Author of the Trust



7. K.Veluchamy, son of Kuppanna Gounder,
Velayuthampalayam, Aranmanaivalasu (PO),
Oddanchatram Taluk, Dindugal District.

8. S.Venkattasamy, son of Subbaraya Gounder,
Nedungulam, Edapadi Taluk, Salem
District.

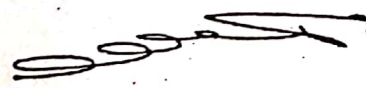
9. E.R.Eswaran, Son of Ramasamy, No.46, (Old
No: U-80), Fifth Main Road, Anna Nagar,
Chennai -40.

10. S.Ramamurthy, son of Sinnappa Gounder,
No: 6, Old Bye-pass road,
Velayuthampalayam (P.O), Karur District.

(c) All the above mentioned first trustees shall
be life time trustees.

(d) Any of these lifetime trustees may nominate
by way of an affidavit, any one of his
descendants or anybody else in whom he has
confidence, to act in his place as a trustee,
either temporarily or permanently, during his
life time or to succeed him after his life
time.

(e) The details of the nominations should be
informed to the board of trustees at the
meeting attended by the trustee and the
affidavits of nomination are submitted to the
trust.

m. 
The Author of the Trust

BK4
Document No: 1058

Year: 2006

Page 10 Total

NO. 1 PEREE 24

(f) If any life time trustee fails to nominate his successor as above, for any reason what so ever, it is open to the trustees then holding office, to elect by a two thirds majority vote, any person whom they consider fit to act as trustee.

ii) Additional Trustees

(a) The First Trustees shall be empowered to co-opt additional trustees when they perceive a need for doing so to achieve the objects of the trust, provided the choice of the person to be co-opted is agreed upon by at least two thirds number of members in the Board of Trustees and the total number of Trustees does not exceed the ceiling fixed herein before.

(b) The tenure of office of the additional trustees thus co-opted shall be determined by the board of trustees from time to time.

iii) Number of Trustees in the Board of Trustees

(a) The number of trustees shall, at all times, be not more than fourteen and not less than seven.

m. [Signature]
The Author of the Trust

Bicy
Document No: 1658
Year: 2006
Page No: 11 Total Pages: 24

iv) Determination of Trusteeship

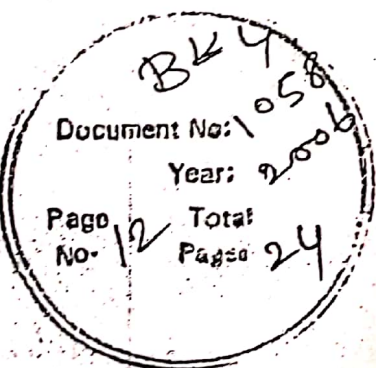
(a) A member of the Board of Trustees will immediately cease to be Trustee when he resigns in writing, dies, is declared bankrupt, is physically incapacitated by injury or illness to the extent that he can not decide and act on his own, or is found to be a mentally disordered person within the meaning of the Mental Health Act 1987 or appropriate subsequent enactments.

(b) The Board of Trustees may terminate a person's position as a Trustee and member of the Board, if it believes that the person's conduct and activities are detrimental to the stated objects and proper functioning of the Trust and removing him is in the best interests of the Trust. This should be done only when at least two thirds the number of members in the Board of Trustees resolves to do so.

v) Remuneration to the Trustees:

(a) The Trustees are not entitled for any remuneration. But, they shall, however, be entitled to receive out of packet expenses incurred by them in the course of discharging the functions of the Trust.

(b) the Income and funds of the Trust will be solely utilized towards the objects and no portion of it will be utilized for payment of Trustees by way profits, interest, dividend or otherwise

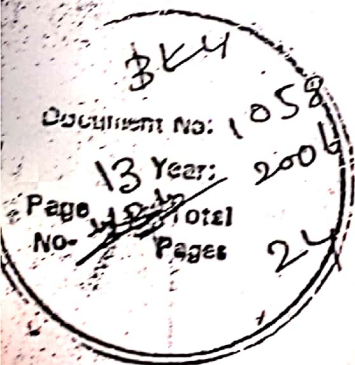



M. [Signature]
The Author of the Trust

8) PROCEEDINGS OF THE BOARD OF TRUSTEES

i) Office Bearers and the Executive Committee

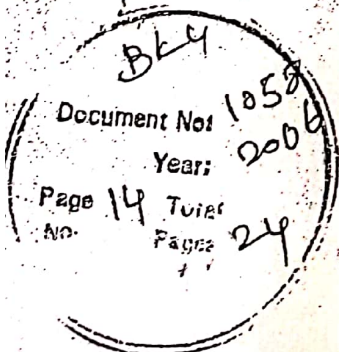
- (a) Subject to the superintendence of the Board of Trustees, the Trustees shall elect from amongst themselves, a set of office bearers, namely -- a Chairman, a Vice-Chairman, a Secretary, a Joint Secretary and a Treasurer, for the effective functioning of the Board of Trustees.
- (b) An office bearer thus elected shall hold his office for three years or till he ceases to enjoy the confidence of the rest of the Board of Trustees.
- (c) Amongst the office bearers, the trio of the Chairman, the Secretary and the Treasurer will constitute a committee, hereinafter known as the 'Executive Committee'.
- (d) Subject to the superintendence of the Board of Trustees, the Executive Committee will manage the day to day affairs of the Trust and Other Institutions under its control.
- (e) The Executive committee shall meet at least once in a month. All the decisions and actions of the Executive Committee carried out in the administration and management of the Trust shall be ratified in the subsequent meeting of the Board of Trustees, if such decisions and actions had been done without the explicit approval of the Board of Trustees.

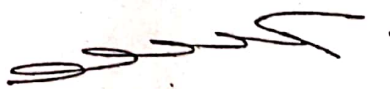


M. 
The Author of the Trust

ii) Meetings of the Board of Trustees

- (a) The Trustees shall hold at least one meeting every three months.
- (b) The first meeting of the Trustees shall be called by the Author of the Trust within a month after the date of this deed.
- (c) Subsequent meetings shall be arranged by the Trustees at their meetings or may be called at any time by the chairman or two - third of trustees upon not less than ten days' notice being given to the other trustees.
- (d) The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by them presides at each meeting
- (e) A special meeting may be called at any time by the chairman or two - third of trustees upon not less than four days' notice being given to the other trustees of the matters to be discussed.
- (f) A quorum at any meeting is five or one half of the Trustees for the time being holding office, whichever is the greater number.
- (g) Except where otherwise provided in this Deed, every issue may be determined by a simple majority of the votes cast by the trustees present and voting on the question and no trustee in any circumstance shall give more than one vote.



M. 
The Author of the Trust

(h) A resolution which is in writing and signed by all the Trustees is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature

(i) The Secretary shall keep the minutes, in books kept for the purpose, of the proceedings at their meetings.

9) POWERS OF THE TRUSTEES

i) The Trustees shall have the following powers, which may be exercised only in promoting the Objects:

(a) to acquire and take over any institution, society or any other trust with all its movable and immovable properties, records and accounts and merge such a society, trust or institution as part of this Trust to be governed and run on the terms of this Trust.

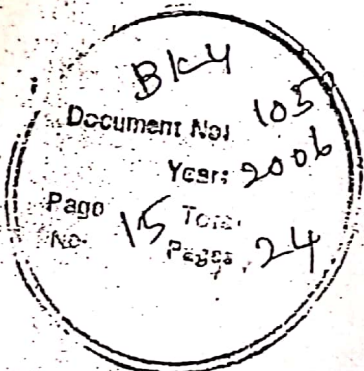
(b) to establish and run educational institutions;

(c) to promote or carry out research;

(d) to provide advice;

(e) to publish or distribute information;

(f) to co-operate with other bodies;



M. [Signature]
 The Author of the Trust

(g) to support, administer or set up other charitable trusts;

(h) to raise funds by any lawful ways;

(i) to borrow money and give security for loans;

(j) to acquire or hire property of any kind;

(k) to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Indian Trust Act);

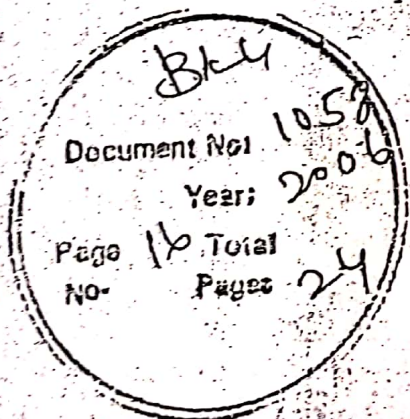
(l) to make grants or loans of money and to give guarantees;

(m) to set aside funds for special purposes or as reserves against future expenditure;

(n) to deposit or invest funds in any lawful manner;

(o) to delegate the management of investments in accordance with the provisions of the appropriate Income Tax acts and rules;

(p) to insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;



M. [Signature]
The Author of the Trust

(q) to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty (unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty);

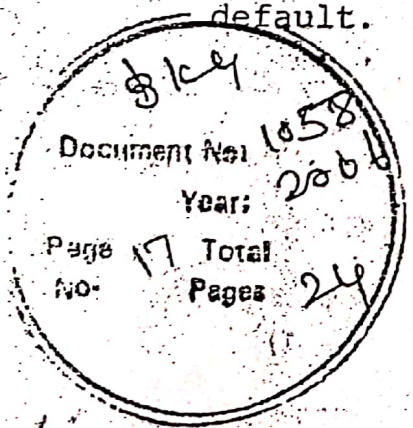
(r) to pay reasonable monetary compensation to any nominee or holding trustee for their out of pocket expenses and other expenses suffered in course of the works related to the Trust matter;

(s) to employ or otherwise engage the services of agents, staff or advisers;

(t) to enter into contracts to provide services to or on behalf of other bodies; and

(u) To do anything else within the law which helps to promote the Objects.

ii) No trustee shall be responsible or liable for any loss or any act of omission or commission by his constituted attorney or agent or employees or other trustees unless occasioned by his willful neglect or default.



M. [Signature]
The Author of the Trust

10) APPLICATION OF INCOME AND TRUST FUND:

i) The Board of Trustees shall be empowered to invest the funds of the Trust in movable or immovable properties, in such manner as they deem fit for the purpose of the objects of the trust provided that such investments shall be in accordance with the provision of Section 13(1) read with Section 11(5) of the Income Tax Act, 1961 as well as of any other law for the time being in force as are applicable to charitable trusts.

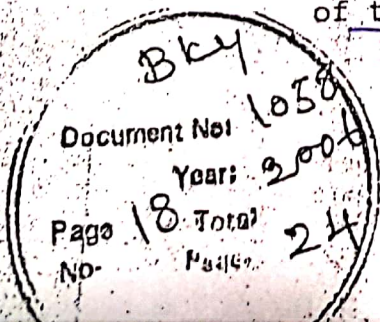
11) POWERS OF THE EXECUTIVE COMMITTEE

i) Without prejudice to the powers of the board of trustees, the Executive Committee shall execute all financial, legal, administrative and managerial work for and on behalf of the Trust.

ii) The Executive Committee shall represent or act for the trust in any matter concerning the properties, funds, investments, borrowings, licenses, disputes etc., in person or through representatives authorized by it.

iii) All Deeds, Documents etc. shall be executed by the members of the Executive Committee comprising of the Chairman, the Secretary and the Treasurer, jointly representing the Trust.

iv) The Executive Committee Members shall operate bank account(s) jointly. It is enough that any two of them sign the banking instruments.



M. [Signature]
The Author of the Trust

v) The Chairman is the authorized person to sue and to appear in suits, for and on behalf of the Trust.

vi) No act of the Executive Committee requiring the previous sanction of the Board shall be invalid merely by reason of the absence of such sanction, if the said act should subsequently be ratified by the Board.

vii) In furtherance of the objects of the Trust but not otherwise, the Executive Committee may exercise any of the following powers.

(a) To raise funds and invite and receive contributions: Provided that in raising funds the Trustees shall not undertake any permanent trading activity and shall conform to any relevant statutory regulations;

(b) To look into the management of the trust and to manage all the assets and properties of the trust including the conduct of business;

(c) To appoint employees and to settle the terms of their service, remuneration and termination;

(d) To invest the funds of the trust, in bank or in the purchase of company shares or securities or other movable and immovable and immovable properties;

(e) To sell, alter, vary, transpose or otherwise dispose or alienate the trust properties or any investment representing the same for consideration and to reinvest the same;

Bley
Document No: 1058
Year: 2006
Page No: A Total Pages 24

M. S. S. S.
The Author of the Trust

- (f) To pledge or mortgage the trust properties for raising loans;
- (g) To open the bank accounts in the name and on behalf of the trust and to operate the same;
- (h) To enter into a partnership on behalf of the trust with any other party or parties;
- (i) To pay all charges, impositions and other outgoings payable in respect of the trust properties and also to pay all cost of the incidental to the administration and management of the trust properties;
- (j) To file suit on behalf of the trust and to refer to arbitration all actions proceedings and disputes touching the trust properties and to compromise and compound the suits filed;
- (k) To accept any gift, donation or contribution in cash or in kind from anyone for the objects of the trust;
- (l) To seek legal opinion of lawyers and/or Chartered Accountants as and when required;
- (m) To nominate their representatives for any of the aforesaid purposes and
- (n) To do all such other lawful things as are necessary for the achievement of the objects.

M. S. S.
The Author of the Trust

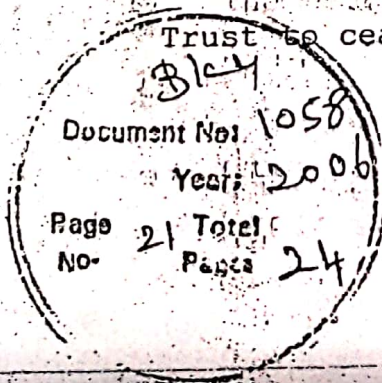
Bicy
Document No: 1058
Year: 2006
20 Total Pages 24

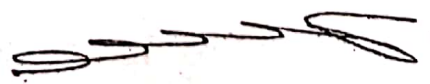
12) ACCOUNTS AND AUDIT:

- i) The Executive Committee shall maintain true and correct accounts of all Trust monies and of all the income and investments and all the outgoing expenses.
- ii) The year of account shall be the financial year commencing from 1st April and ending 31st March.
- iii) The Executive Committee shall each year issue a report setting out the accounts showing the income and expenditure of the Trust for the preceding year not later than six months from the end of the preceding year of accounts.
- iv) The accounts of the Trust shall be audited every year by a Chartered Accountant who may be appointed for the purpose by the board of Trustees and the audited statement of accounts together with Auditors' report shall be laid before the Board of Trustees for approval.

13) AMENDMENTS:

- i) The Trustees may, by deed or deeds stated to be supplemental hereto vary any of the provisions of this Deed provided that no amendment may be made to Clause 5 (the objects clause), Clause 15 (the dissolution Clause).
- ii) No amendment may be made which would cause the Trust to cease to be a charity at law.



M. 

The Author of the Trust

iii) The Board of Trustees shall have the power and authority to make, alter and rescind rules and regulations for the management and administration of the Trust by the way of a resolution passed by three fourths of the Board of Trustees

iv) Any amendment to the Trust Deed will be carried out only with the approval of the appropriate Income Tax authorities.

14) INDEMNITY:

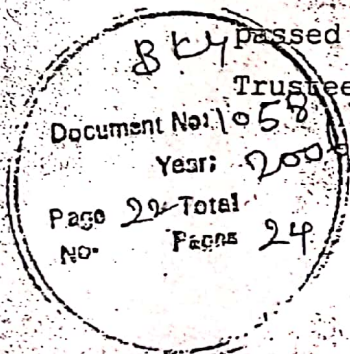
i) Every Trustee shall be indemnified out of the fund in respect of any loss arising from or contingent upon any investment made out of the monies of the Trust unless such loss shall have been occasioned by own negligence.

ii) Every Trustee shall be indemnified out of the Trust against all proceedings, suits, claims, costs, damages and expenses occasioned by any claim in connection with the matters or affairs relating to the Trust or in the exercise of powers or discretion vested in them by virtue of these presents.

15) AMALGAMATION

i) The trustees may amalgamate the trust with another Charitable Trust or Institution having similar objects in accordance with the applicable laws,

ii) The resolution to amalgamate the trust should be passed by three fourths vote in the Board of Trustees.



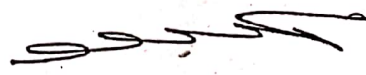
M. [Signature]
The Author of the Trust

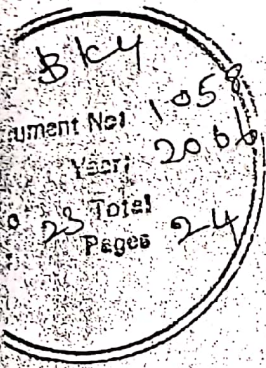
16) DISSOLUTION:

- i) The Trustees may at any time decide by resolution passed by at least three fourths of the Trustees that the Trust is to be dissolved. When the author of the trust feels that the objects are not fully achieved. The Trustees will then be responsible for the orderly winding up of the Trust's affairs
- ii) After making provision for all outstanding liabilities of the Trust, the Trustees must apply the remaining property and funds in any or both of the following ways:
- iii) By transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
- iv) Directly for the Objects or charitable purposes within or similar to the Objects.
- v) In the event of dissolution or winding up of the Trust the assets remaining as on the date of dissolution shall under no circumstances be distributed amongst the Trustees.
- vi) The Trustees shall be indemnified against all losses and liabilities incurred by them in the execution of the Trust and shall have a lien over the funds and properties of the Trust for such indemnity.

17) PROCEEDING OF THE TRUST:

- i) Any defect in the constitution of the Trust shall not invalidate its proceedings

M. 
The Author of the Trust



18) IRREVOCABILITY:

1) The Trust is irrevocable.

19) RESIDUARY:

1) For matters not provided for in these presents, the provisions of the Indian Trust Act and the Income Tax Act, 1961 and rules made there under will apply accordingly.

In witness whereof the Author of the Trust has set his hand and signature on the Day, Month and the Year as written at the outset of this deed of declaration of Trust, in the presence of, I am willing to register the document District Registrar's office Erode.

M. Chinnasamy

SIGNED AS A DEED BY the Author of the Trust, M.Chinnasamy,

53

In the presence of:

[Name and address of witness]

J. A. ...

[Signature of Witness]

[Name and address of witness]

Arumugam Ranganathan. B.P. Abrahamam Erodes

[Signature of Witness]

K. V. Sankaran ... K. R. Loganathan ...

Drafted By *K.V.Sankaran* (K.V. SANKARAN) Erode:

MD. B. / 573 / ERD / 01.

8144
Document No: 1058
Year: 2008
Page 24 Total
No. 7-526 249