

₹ 200/-

Sl. No: 6399

Date: 22-12-83

For: Elgi Employees Welfare Trust

Trustee

K. Kamaid

K. Kamaid

புத்திரைத்தார் நிற்பயாளர்.
காவல் பதிவாளர் அலுவலகம்.
கோவை.



DEED OF TRUST

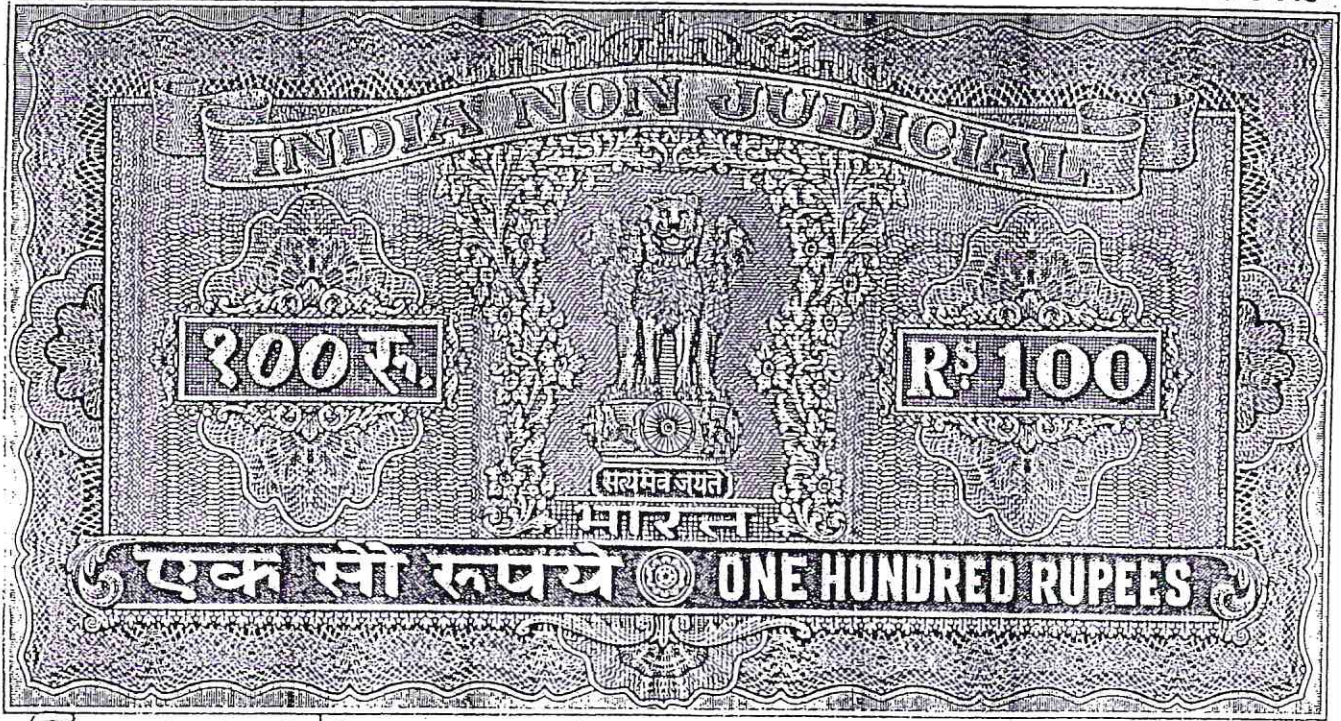
22/12/83

THIS INDENTURE made at Coimbatore this Twenty third day of December of the year 1983 between, ELGI EQUIPMENTS LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 'India House', Trichy Road, Coimbatore 641 018 (hereinafter called "the Settlor", which expression shall mean and include the Company's successors and assigns) of the ONE PART, and

- (1) Mr. L.G. Ramamurthi.
- (2) Mr. L.G. Varadarajulu and
- (3) Mr. T. Frank

(hereinafter called "the Trustees", which expression shall unless repugnant to the context or meaning thereof include the survivor(s) of them and the Trustee(s) for the time being and from time to time appointed under these presents) of the OTHER PART.

WHEREAS the Settlor is desirous of establishing an irrevocable trust to promote, support, advance, assist or otherwise further whether by grants or payments of money, or loans, and advances, or by providing amenities or facilities, or by any other manner whatsoever activities for the welfare and interest of all permanent management employees of the Settlor in accordance with and subject to the provisions contained in these presents.



₹ 100/-

₹ 6400/-

நாள்: 22-12-82

பெயர்: Employees Welfare

Trust. Coimbatore

H. Hamaam

K. கமலம்,

முத்திரைத்தாள் விற்பகையாள

சாவிட பதிவாளர் அலுவலக

கோவை.



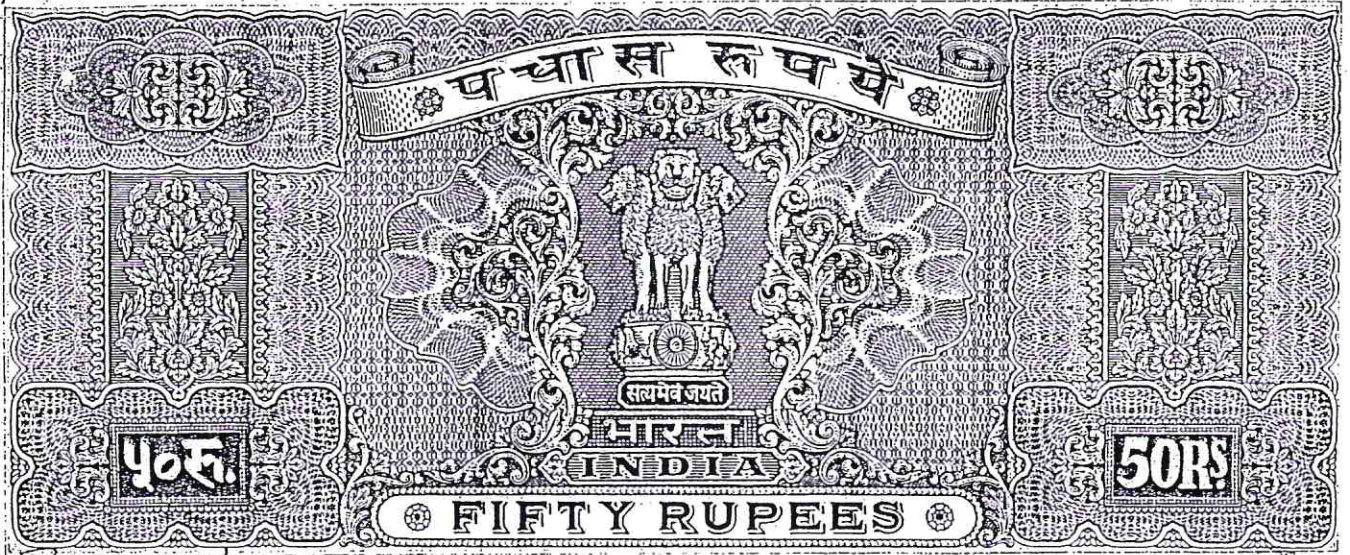
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AND WHEREAS in furtherance of the Settlor's aforesaid desire, it is intended that the Settlor shall forthwith deliver to the Trustees, the sum hereinafter mentioned for the purpose of being held upon the trusts hereinafter contained.

AND WHEREAS the Trustees have consented to act as the first Trustees, and to accept the trusts under these presents as testified by their being parties to and executing the Trust Deed.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. For effectuating the said desire and in consideration of the promises the Settlor does hereby declare that it has on execution of these presents handed over to the Trustees the sum of Rs.5,000/- (Rupees five thousand only) and all the estate, right, title, interest, property, claim and demand whatsoever at law and in equity of the Settlor, of, in and to the said sum to have, hold receive and take the same unto the Trustees for ever upon the trusts with and subject to the powers, provisions, agreements and declarations hereinafter appearing and contained and concerning the same.
2. The Trustees shall henceforth hold and stand possessed of the said sum and any other contributions, donations and all accumulations thereof referred to in Clause-8 of this indenture



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22-12-83
Elgin Employees Welfare Trust

K. Kammalam
K. கமலம்,
முத்திரைத்தாள் நிற்பனையாள்
மாவட்ட பதிவாளர் அலுவலகம்
கோவை.



Trustee/Comptroller

: 3 :

(hereinafter referred to as "the Trust Fund") which expression shall unless repugnant to the subject or context also conclude any other property and investments of any kind whatsoever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Trustees or come to their hands by virtue of these presents or by operation of law, or testamentary disposition, or contributions from the Settlor, or any other organisation and/ or individual, or otherwise whatsoever in relation to these including all contributions, donations, gifts, bequests and legacies either in cash or other properties whatsoever which may be received by the Trustees from time to time for the purposes of these presents and also any income including profits, dividends, interests, accumulations of income including all rights and/or bonus shares, and other benefits, advantages and acquisitions, which may accrue from time to time to the Trust Deed Fund) upon the trusts and with and subject to the powers, provisions, agreements, declarations as hereinafter declared or contained and concerning the same.

3. The trust created by these presents shall be known as "ELGIN EMPLOYEES' WELFARE TRUST" (hereinafter called "the said Trust")
4. The Trust shall be created as established on and from the date of these presents and the office of the Trust shall be situated in 'India House', Trichy Road, Coimbatore 641 018, or any other location as decided by the Trustees from time to time.

Amended
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5. The Trustees shall hold the Trust Fund upon Trust for furtherance of welfare of the beneficiaries or any one or more of them to the exclusion of other(s), and shall apply the Trust Fund after meeting all necessary outgoings and expenses, in such share and in such manner in all respects as the Trustees in their discretion may think fit provided always that the Trustees may in their discretion postpone the application of the whole or any part of the Trust Fund, and funds received at any time may be applied at a later time.
6. (a) Without limiting in any way the generality of the foregoing and objectives or purposes, the corpus and income of the Trust Fund may be applied in the absolute discretion of the Trustees for promoting, supporting, advancing, assisting, or otherwise furthering whether by grants or payments of money, or loans and advances or by providing amenities or facilities or any other manner whatsoever through activities directed towards the welfare and interest of beneficiaries and such activities may include one or more of the undernoted activities.
 - (b) To benefit exclusively any of the persons employed by the Settlor from time to time who in the uncontrolled discretion of the Trustees shall be deserving of help, more especially on account of indigence, ill-health or other necessitous circumstances.
 - (c) To provide pensions or assistance generally to augment pensions or allowance, for or to such persons as referred to in the preceding clause or make donations or payments (whether annual or otherwise) to them, as the Trustees, in their uncontrolled discretion think fit.
 - (d) To grant, free of interest or at concessional rate of interest with or without security, loans to the aforementioned persons, repayable on such terms as their Trustees in their uncontrolled discretion shall think fit.
 - (e) To provide recreational and holidaying facilities for the benefit of the aforementioned persons.
 - (f) To provide medical facilities either in the Trust's maintained clinic free of cost or in any other clinic at Trust's expenses to the aforementioned persons.
 - (g) To encourage the aforementioned persons in making advanced studies either in India or abroad by offering scholarships or such other facilities in their uncontrolled discretion shall think fit.
 - (h) To award prizes and/or run any magazine to bring to light the hidden talents of the aforementioned persons.
 - (i) To construct houses for the aforementioned persons to offer either with or without rent.

(j) To run schools and/or colleges for benefit of employees and to meet their expenses. // ✓

(k) To help financially in the marriages of the daughters/sisters of the employees.

(l) To subscribe, donate or pay in cash or in kind any amounts to such association/institution which provides or agrees to provide any facility or any amenity or any benefit to any of the persons employed by the Settlor Company and/or to children of such employees from time to time.

(m) To gift or donate and enter into any agreement with any person/association/institution to provide any special facility or amenity or benefit to the persons employed by the Settlor Company from time to time.

7. There shall not be less than 3 Trustees and more than 5 Trustees including the Managing Trustee. The Managing Trustee shall be Shri L.G.Ramamurthi who shall hold the said office for life. He may resign from the said office but before doing so, he shall nominate his successor by an instrument in writing. He may also nominate in a similar manner the person to succeed him on his death. In the event of his dying without nominating his successor, the Trustees shall elect one of themselves as the Managing Trustee. It shall be lawful for the Managing Trustee to remove the Trustees appointed hereby or any other Trustees at any time without assigning any reasons. In the event of any vacancy arising in the office of the Trusteeship either by death or resignation or removal by the Managing Trustee or otherwise, such vacancy may be filled by cooption by the Managing Trustee. If there are no Trustees functioning at any point of time, the Trustees shall be appointed in accordance with law by a Court of competent jurisdiction. Every Trustee other than the first Trustee shall have the same powers and rights as if he or she was originally appointed as Trustee under these presents.

Amended
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dated
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8. Any vacancy in the Board of Trustees and/or illegality in the appointment of the Trustees or otheir proceedings shall not invalidate any prior act or decision of the Board.

9. The Board of Trustees shall have full power and authority to administer and manage the Trust, its properties and affairs and to do all acts, deeds and things which are calculated to fulfil the performance of the objects for which the Trust is established.

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Without prejudice to the generality of the foregoing, the Board shall have power for the purpose of the Trust:

a) To apply the whole or any part of the Trust property or fund whether capital or income in or towards the payment of the expenses of the Trust or for or towards all or any of the purposes of the Trust;

- b) To open one or more bank accounts in the name of the Trust and to authorise the operations of the same. The account shall be operated by the Managing Trustee or by any two of the Trustees jointly;
 - c) To invest the funds of the Trust in any movable or immovable property;
 - d) To sell, mortgage, lease, exchange hire or otherwise alienate the properties of the Trust;
 - e) To execute Power of Attorney to any person for the purpose of executing, administering or managing the whole or part of the Trust, so however, the delegation shall be only for the purpose of conveniently or advantageously administering the properties of the Trust;
 - f) To carry on, run, manage or take over any business or join as a Partner through a Trustee or any person authorised in this behalf in a co-partnership;
 - g) To borrow money with or without security and to repay the same;
 - h) To receive, collect and enforce recovery of all moneys due or payable by the Trust and grant necessary receipts and discharges therefor;
 - i) To settle, compromise or compound all and any debts, claims, outstandings, accounts, disputes, demands, actions, suits and proceedings whatsoever by or against or relating to the Trust or refer the same to arbitration;
 - j) To receive voluntary contribution from any person, by donation, legacy, gifts, to hold the same upon Trust for the objects and subject to the powers, provisions and stipulations set out herein;
 - k) To have all powers, ancillary and incidental, to effectively carry out the objects of the Trust; and
 - l) To incur all necessary expenditure in connection with the property and funds of the Trust.
10. The Board of Trustees may as often as may be necessary meet for the efficient conduct of the Trust. The Board may take decision on any question either at meeting or by circulation of papers by a majority of vote.
 11. The Board of Trustees shall have full authority and power to make, alter and rescind rules for the management and administration of the Trust.
 12. The Board shall maintain true and correct account of the Trust and a correct record of their deliberations.
 13. No Trustee shall commit any act of breach of Trust of the

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Trust property or fund or cause any loss wilfully or negligent or fraud in the administration of the Trust fund or property.

- 14. A Trustee shall be immune for any act done by him in good faith in the course of administration of the Trust property and fund.
- 15. No Trustee shall claim any remuneration for services rendered to the Trust but may reimburse himself the expenses incurred by him in the administration of the Trust.
- 16. The provisions of the Indian Trust Act, 1882 shall apply to all matters not specifically mentioned in these presents; it is, however, expressly declared that Section 20, thereof shall not apply to the Trust.
- 17. The Trust hereby created is irrevocable.
- 18. The Settlor reserves the power to modify or alter this deed so as to bring out the intention, should the same have not been expressed clearly and correctly in these presents or so as to be in consonance with the Income Tax Act, 1961 as it stands amended from time to time.

Amended vide deed dt. 4.6.90

Amended vide deed dated 4.6.90

In Witness

Signature of the Settlor

M^{rs}. Ponnambalam
 1. M. Ponnambalam
 870 N. Chockalingam
 Nudali as 'Jeliga'.

1. [Signature]
 2. [Signature]

M^{rs}. Ponnambalam
 2. A. Gnanabalan
 810. v. B. Rangaraj,
 12, Lingawar Road,
 Neerakeralam.
 Coimbatore - 7.

3. [Signature]

Signature of Trustees

3.

1. [Signature]
 2. [Signature]
 3. [Signature]

Minutes of the meeting of Elgi Employees Welfare Trust

held at India House, Trichy Road, Coimbatore - 18
on 16th April 1987.

Trustees Present:

1. Sri. K.G. Ramamurthi
2. Sri. K.G. Varadhasajulu
3. Sri T. Frank.

By
K.G. Ramamurthi
Frank

SUBJECT 1: To consider the starting of a school at Elgi Nagar, phase II, Vellalore.

Resolution: It is resolved that a school be started at Elgi Nagar, phase II, Vellalore and be named as Elgi Employees Welfare Trust School for the education of the children in Elgi Nagar phase I & II and also for children coming from it and around Vellalore village.

SUBJECT 2: To consider the construction of a Building at Trichy Road, Coimbatore, in Trust's land.

Resolution: It is resolved that a building be constructed in the Trust's land at T.S. No 10/1721 with an area of 700 sq ft for the running of the Trust's activities.

SUBJECT 3: To consider the creation of Funds for the construction of the building.

Resolution: It is hereby resolved that a sum of Rs 40,000/- be received from Elgi Employees Welfare Association for the construction of the building and the same be refunded in due course.

The meeting terminated with the vote of thanks to the Trustees

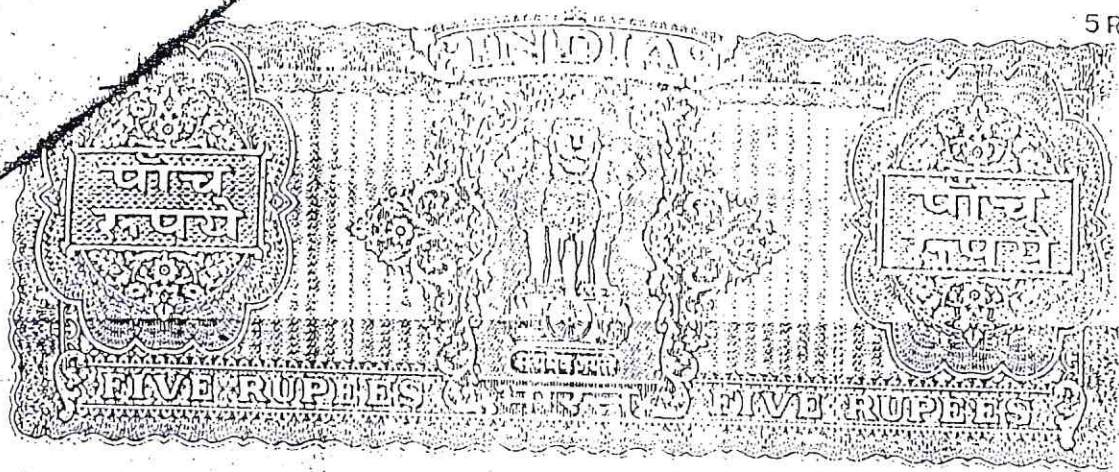


For Elgi Employees Welfare Trust

(K.G. Ramamurthi)
Managing Trustee

ADONG 25 74

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So 7



THIS DEED OF RECTIFICATION executed this the 4th day of June, 1990 by (1) Mr. L.G. Ramamurthi, (2) Mr. L.G. Varadarajulu and (3) Mr. T. Frank, being all of the Trustees for the time being of Elgi Employees Welfare Trust, hereinafter referred to as 'The Trust'.

WITNESSETH:

WHEREAS M/s Elgi Equipments Limited, Coimbatore, the Settlor of the Trust had by the deed dated 23rd December, 1983 created a Trust to be called Elgi Employees Welfare Trust and

WHEREAS the said trust has been registered with the Registrar of Documents as Document No. B of 1984 and

WHEREAS the said trust had applied for registration under section 12(A)(a) of the Income Tax Act, 1961 and

WHEREAS the said Trust has now been advised that certain modifications are required in the trust deed to make it eligible for registration under the Income Tax Act, it is hereby agreed that the following alterations shall be made to the deed of Trust dated 23rd December, 1983.

(1) The existing Clause 9(c) shall be deleted, and the following clause shall be inserted:

The Trust shall invest the funds in any of the securities and investments specified in The Income Tax Act, regarding investments by Charitable and Religious Institutions and such in other investments as may be specified from time to time in The Income Tax Act.

Lyman

Signature

Signature

1) The existing clause 15 shall be deleted and the following clause shall be inserted:

The income arising to the trust shall be solely utilised towards the objects of the Trust and no portion of the income shall be utilised for payment to the trustees by way of share of profit, remuneration, interest, dividends, etc.

(3) The existing clause 14 shall be deleted and the following clause shall be inserted:

Any amendment to any of the clauses of this trust deed shall be carried out only with the approval of the Commissioner of Income Tax having jurisdiction over the trust.

(4) The following clauses shall be added after the existing clause 18.

19. The accounts of the Trust shall be closed on the 31st of March every year. The Income & Expenditure account for the year and the Balance Sheet as on that date shall be prepared and such accounts shall be audited by an auditor who shall be a Chartered Accountant.

20. The benefits of this trust is to be enjoyed by all irrespective of caste, religion and sex.

21. Activities of the Trust shall be carried on within India only.

22. The trustees shall not carry on any activity which shall have an intention of earning profit.

23. In case of dissolution or winding up of the trust due to the reason of impossibility of performance of the objects of the Trust, the properties belonging to the Trust shall be disposed and the amount so realised after discharging the liabilities if any, shall be donated to any other trust having objects similar to that of this trust, which shall be decided by the trustees.

(1) *[Signature]*
(2) *[Signature]*
(3) *[Signature]*
(Trustees)

Witnesses:

(1) *[Signature]*
Mrs *[Signature]*
Ply Equipment Ltd
Cumbalor - 18.

(2)

[Signature]
Asst. Secy. Office
Ply Equipment Ltd
C/S 18

Minutes of the meeting of Elgi Employees welfare Trust held on 3rd August 1996 at India House, Frichy Road, Coimbatore - 18.

Trustees Present :-

1. Sri L.G. Varadharajulu
2. Sri L.G. Ramamurthi
3. Sri Dr. Jairam Varadaraj
4. Sri J. Franks.

Subject

:- To consider adoption and acceptance of new governing Council for Better administration of the School.

To co-operative the following persons as the members of the governing Council

1. Sri L.G. Varadharajulu
2. Sri Dr. Jairam Varadaraj
3. Sri Harjeet Singh.

Resolution

:- It is hereby resolved to form the new governing Council for School administration with the following of members :-

1. Sri L.G. Varadharajulu
2. Sri Dr. Jairam Varadaraj
3. Sri Harjeet Singh

:- Further resolved to authorise the members of the governing Council to act on behalf of the School on various matters of administration, investment, acquisition and disposal of assets, etc.

The acts of the governing Council will be binding on the School.



3591
12.5.98

Elgi Employees Welfare Trust, Coimbatore

R. Chelliah
R. CHELLIAH
STAMP VENDOR
L. No. 7671/B1/93
7/5, Kongu Nagar New St
R.N. Puram, Trichy Road
TAMIL NADU

THIS SUPPLEMENTARY DEED is made and executed on the 15th day of May, 1998 BY AND BETWEEN;

M/S. ELGI EQUIPMENTS LIMITED, a company incorporated under the Companies Act, 1956 having its Registered Office at Elgi Industrial Complex, Trichy Road, Singanallur, Coimbatore - 641 005, hereinafter referred to as the SETTLOR, which term wherever the context permits shall mean and include its successors and assigns on the ONE PART; AND

1. Sri.L.G.VARADARAJULU, son of (Late) L.R.G.Naidu, 166/B, Tea Estates Compound, Coimbatore - 18;
2. Sri.L.G.RAMAMURTHY, son of (Late) L.R.G.Naidu, Saroram, 132, Race Course, Coimbatore-18;
3. Sri.T.FRANK, son of (Late) Timothy, 9/1, Sundaram bros. Layout, Trichy Road, R.N.Puram, Coimbatore-45; and
4. DR.JAIRAM VARADARAJ, son of Sri.L.G.Varadarajulu, 191,Circuit House Road, Off Kamaraj Road, Coimbatore-18

For ELGI EQUIPMENTS LIMITED

Jairam Varadaraj
JAIRAM VARADARAJ
Managing Director

R. Chelliah
Chelliah
R. Chelliah

hereinafter called the TRUSTEES, which term wherever the context permits shall mean and include their and each of their heirs, successors, assigns, legal representatives, executors and administrators on the OTHER PART;

WHEREAS by the Deed of Trust dated 23rd December, 1983 (hereinafter referred to as the Principal Deed) which was registered in the office of the Registrar, Coimbatore as Document No. 8 of 1984 of Book-4, the Settlor created a trust known as Elgi Employees Welfare Trust and appointed No.1 to 3 of the Trustees herein as the Trustees of the said trust;

WHEREAS the said Trust has set up an educational institution for the benefit of not only the employees of the Settlor but other members of public in general and as such the Settlor desires to change the name of the Trust and also make other provisions relating to the trustees, their appointment, succession to the office of the trustees and other matters connected therewith to which the Trustees have agreed;

WHEREAS the Parties herein desire to execute this Supplementary Deed to record the aforesaid amendment to the Principal Deed;

NOW THEREFORE THIS SUPPLEMENTARY DEED WITNESSETH AS FOLLOWS:

1. The said Trust shall henceforth be known as ELGI PUBLIC WELFARE TRUST and clause (3) of the Principal Deed shall stand amended as under:

The Trust created by these presents shall be known as "ELGI PUBLIC WELFARE TRUST" (hereinafter called "the said Trust").

2. Clause (7) of the Principal Deed shall stand amended as under:

7(a). The Settlor hereby confirms having appointed, constituted and nominated the Board of Trustees comprising of the following as the First members of the Board of Trustees:

- 1) Sri. L G Vāradarajulu
- 2) Sri. L G Ramamurthy
- 3) Dr. Jairam Varadaraj
- 4) Sri. T. Frank

The word "Board of Trustees" shall mean Board of Trustees as constituted from time to time and the word "Member of Board of Trustees" shall mean any person in the position of a member of the Board of Trustees constituted from time to time.

For ELGI EQUIPMENTS LIMITED

Jairam Varadaraj
JAIRAM VARADARAJ
 Managing Director

23/12/1983

L. G. Ramamurthy

Frank

Jairam Varadaraj

(b) The total strength of the Board of Trustees shall not be more than five and shall not be less than three.

(c) The Board of Trustees shall have power to co-opt one or more persons as Member/s of Board of Trustees for such period as they may deem fit and fill-up any vacancy within the aforementioned limit as they may deem fit from time to time. A person appointed as a Member of Board of Trustees shall hold such office only for such period for which he is appointed or till he voluntarily resigns whichever is earlier.

(d) The following persons shall be life members of the Board of Trustees:-

- 1) Mr. L G Varadarajulu
- 2) Mr. L G Ramamurthy
- 3) Dr. Jairam Varadaraj

A Life Member of Board of Trustees shall not be subject to retirement and/or removal. The First life members of Board of Trustees shall be entitled to appoint his/their successors by will or by a document inter vivos or otherwise and such appointee shall be a life member of Board of Trustees. Further appointment of successor Trustees will be done by the Managing Trustee.

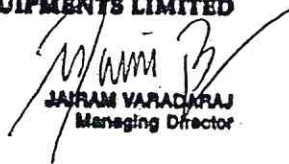
(e) It shall be lawful for the Managing Trustee to remove a Member of Board of Trustees other than First life Members of the of Board of Trustees without assigning any reasons.

(f) A single Trustee may constitute the Board when the number of members of Board of Trustees are reduced to one and such Trustee shall constitute Board only for a period of three months from the date of such reduction of strength of the Board of Trustees to one and such member shall appoint one or more member/s of Board of Trustees to increase the strength of the Board of Trustees to the minimum of three.

(g) In the event not even a single member of Board of Trustees exists or is appointed, the power of appointing Trustee/s shall vest with the court having jurisdiction over the place where the registered office of the Trust is situated.


(h) The Board of Trustees shall be responsible for maintenance of accounts and for the various activities of the Trust and shall conduct the activities of the Trust in accordance with the stipulation set-out herein and for fulfilling the objects or the Trust. The Board of Trustees may delegate all or any of the powers vested in them to such person/s and for such purpose as they may deem fit and may revoke, vary, alter, rescind such powers so delegated.

For ELGI EQUIPMENTS LIMITED


JAIRAM VARADARAJ
 Managing Director







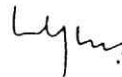


- (i) Dr. Jairam Varadaraj shall be the Managing Trustee of the Trust and he shall hold office during his life time or till he voluntarily resigns. The Managing Trustee shall nominate his successor to the office of Managing Trustee during his life time or under his will. The person so nominated shall hold office for his/her life time or it shall be open to him/her to nominate his/her successor either during his/her life time or under a will. If any of the Managing Trustee fails or omits to nominate a successor, the Board of Trustees may nominate a successor by unanimous decision.
- (j) The Managing Trustee shall have all such powers as may be necessary and incidental to conduct the day-to-day affairs of the Trust and various institutions owned by the Trust and also shall have all the powers as stated in Clause (9) which are vested in the Board under the said Clause in the same manner and to the like extent as the Board has under these presents. Further- the Board of Trustees shall delegate to the Managing Trustee such powers as may be necessary for the purpose of discharging the obligations undertaken.
- (k) The powers vested in the Board of Trustees shall be exercised by a resolution passed at a meeting of the Board of Trustees or circulated among the Board of Trustees and accepted by a majority of Board of Trustees. In case of tie, the Chairman shall have an additional vote called casting vote.
- (l) Any member of the Board of Trustees may convene the meeting of the Board of Trustees by serving at least seven days clear notice of the meeting on the other members of the Board of Trustees in writing and setting out therein the matters to be discussed, the place of the meeting, the day, date and time of the meeting. The Board of Trustees shall meet from time to time as and when necessary to transact the business of the Trust and for considering the betterment of the Trust and its assets. There shall be at least four meetings in the calendar year of the Trust. The quorum for the meeting of the Board of Trustees shall be two. The Board of Trustees shall cause the proceedings of its meetings recorded in a book.
- (m) Any member of Board of Trustees may resign such membership and such person shall cease to be a member of Board of Trustees upon the acceptance of his resignation.
3. Clause (9) of the Principal Deed shall stand amended as under:
9. With a view to carry out the objects of the Trust herein above mentioned and to augment its funds and to administer them and in discharge of their duties and without prejudice to the generality of any powers hereby or by law conferred or implied or vested in them as Trustee/s, the Board of Trustees shall have the following powers:-
- i. The funds of the Trust shall be invested in the modes specified under the provisions of Section 13(1) (d) read with 11(5) of the Income-tax Act, 1961.

For ELGI EQUIPMENTS LIMITED


JAIRAM VARADARAJ
 Managing Director









- ii. To apply and use the funds of the Trust for all or any of the objects of the Trust and to accumulate the surplus and unapplied portion of the said income under 'Surplus Account' and invest the same, subject however to complying with the requirements of the Income-tax Act, 1961, as amended from time to time relating to accumulation of income and investment thereof.
- iii. To receive any money or other assets in any shape or form as and when given by the Settlor or any other person/s as gift or donation and to hold the same as part of the capital fund of the Trust if such donor expresses his desire to so treat the same, to make it available for the application to further objects of the Trust treating the same as income of the Trust.
- iv. To reimburse themselves or pay and discharge out of the funds or any property of the Trust, all expenses that may be incurred in or about the execution of the Trust and powers of these presents including reasonable amount of travelling expenditure incurred in the course of discharge of their duties including attending to any meeting of the Board of Trustees.
- v. To compromise, compound, abandon, submit to arbitration or otherwise settle any actions, suits, proceedings, debts, claims or things, whatsoever arising out of the administration of the Trust fund or any institutions maintained and for any of these purposes to enter into, give, execute and do such agreements, instruments or composition of arrangements, releases and other things as may seem expedient by any act or thing so done in good faith as fully as if the Board of Trustees were absolutely entitled to the Trust fund and the said institutions without being answerable for any loss occasioned thereby.
- vi. To acquire on lease or by purchase or otherwise and to sell, mortgage, hire, lease or transfer or in any other manner whatsoever, movable or immovable properties, to construct hostels, schools and/or other buildings and to carry out other improvements thereof for the purpose of the Trust and to manage properties, movable or immovable, and all other assets of the Trust and to mortgage them, to repay loans or otherwise to deal generally with the assets for the purpose of the Trust, to let-out, lease mortgage, charge or licence any property belonging to the Trust for such rent or compensation and on such terms and conditions as the Board of Trustees may think fit.
- vii. To receive, collect or realise or cause collection or realisation of all income that accrue or become due on all or any investments.
- viii. To represent the Trust in all Courts (Original and Appellate) or before any authorities and departments of Government, Semi-Government or local authority.
- ix. To execute or negotiate papers and documents (whether negotiable or non-negotiable), to receive monies or other assets and to grant receipts and discharges.

For ELGI EQUIPMENTS LIMITED


JAI RAM VARADARAJ
 Managing Director

W. S. S. S. S.


Lynn

Francis



- x. To sign and verify all pleadings, memoranda of appeal, petitions and applications of all kinds, to compromise, abandon or refer to arbitration the whole or any part of the claim by or against the Trust, to engage lawyers and to take all such other necessary steps.
- xi. Subject to any law for the time being in force, to borrow or raise any money that may be required by the Trust for the achievement of its object upon such terms as may be deemed advisable and in particular by the issue of promissory notes or by mortgage or charge on all or any part of the immovable or movable assets belonging to the Trust in favour of Banks and/or public financial institutions.
- xii. To open and maintain accounts of any nature in any bank/s and operate such account/s or authorise operation of the said accounts by any members of the Board of Trustees jointly or severally or by any other person.
- xiii. To enroll patrons, life members, vice-patrons, members in such other capacities as the Board of Trustees may deem fit and to frame rules for the enrollment and other matters relating to such position.
- xiv. To pay out of the Trust funds, salaries, wages, rent, building maintenance, repairs and other expenses relating to the Trust and its activities or its other affairs and for the management of the Trust.
- xv. To do all other acts, deeds, matters and things which may be deemed necessary for carrying out the objects of this Trust or its administration.
- xvi. To appoint committees, sub-committees from outsiders and/or among the Members of the Board and to assign duties and seek suggestions for the purpose of working of the Trust and to frame such rules and regulations for the management and administration of the Trust and Institutions as the Board of Trustees may think fit and to alter or vary the same from time to time and to make new rules and regulations which shall not be inconsistent with the terms of these presents. The Board of Trustees shall be entitled to frame, constitute and regulate the procedure of such committees.
- xvii. To undertake and carry on any other work which may seem to the Board capable of being conveniently carried on in connection with and calculated directly or indirectly for the promotion of the objects of the Trust.
- xviii. The provisions of section 20 of the Indian Trust Act, 1882, shall not apply to this Trust.
- xix. The Board of Trustees shall have power to delegate all or any of the powers vested in them by these presents to any member of Board of Trustees or any other person/s for the purpose of conveniently managing and exercising such powers.

For ELGI EQUIPMENTS LIMITED


JAIRAM VARADARAJ
 Managing Director

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- xx. The powers enumerated in these presents shall be exercised by the Board of Trustees subject to their satisfying the conditions laid down under section 11, 12 and 13 of the Income-tax Act, 1961 (43 of 1961) as amended from time to time so that the income of the Trust will be exempt from the income-tax for each and every assessment year.
- xxi. The powers vested in the Board of Trustees shall be exercised according to the decision of majority of members of the Board of Trustees and by way of resolution passed either by circulation or at the meeting of the Board of Trustees.
- xxii. The Board of Trustees shall have power from time to time to make and alter such rules and regulations with regard to the conduct of the affairs and all matters duly vested in them as they may think fit.
- xxiii. The Board of Trustees shall make policy decisions and advise the Members in the matter of administration and execution of the Trust.
4. This deed shall be supplementary to the Principal Deed and the Rectification Deed dated 4.6.1990 and the Principal Deed read with the Rectification Deed dated 4.6.1990 and this supplementary Deed shall continue to be in full force.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE HEREUNTO SET THEIR HANDS ON THE DAY, MONTH AND YEAR HEREIN ABOVE MENTIONED BEFORE THE FOLLOWING WITNESSES.

For ELGI EQUIPMENTS LIMITED

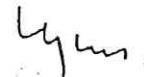
SETTLOR :


JAI RAM VARADARAJ
Managing Director

WITNESSES :

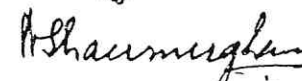
TRUSTEES: 1.




2. 

3. 

4. 

1)  (N. SHANMUGAM) S/O N. NATESAN, NO. S.T.K.
RANGABASHYAM NAGAR, I.O.B COLONY
COIMBATORE-46.

2)  (ELANGO, S.) S/O N. SUBBIAN, 5/49
IYAPPAREDDY PUOUR A. METTUPALAYAM
COIMBATORE-641653.

Prepared by 

V. S. Sundaram
Document Writer
L. No. B. 4346/CCE/1984
Bsga, Office Compound, CBE-15

The meeting of the governing Council of School held on 24th October 1998
at Elgi Employees Welfare Trust Matriculation Higher Secondary School, Elgi Nagar,
Phase II, Vellore Road, Vellore, Coimbatore 641111

Members Present:

1. Sri L. G. Varadharajulu

2. Sri Dr. Jairam Varadaraj

3. Sri Harjeet Singh

Subject 1:- To consider adoption and acceptance of purchase of 17,350 shares
of Rajastree Sugars and Chemicals Ltd

Resolution 1:- It is hereby resolved that 17,350 shares of Rajastree Sugars & Chem
Ltd be purchased as details as follows:-

SN#	Share Certificate No.	No. of Shares
1.	17343902 to 17353901	10,000
2.	927301 to 934650	7,350

Subject 2:- To consider the change of the name of the School as Elgi Matricul
Higher Secondary School

Note :- At present the school is being known as Elgi Employees welfare Trust Matriculation Higher Secondary School. Consequent on the change of name of the Trust from Elgi Employees welfare Trust to Elgi Public welfare Trust the change in the name of the school has also become necessary.

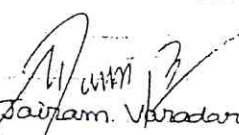
Resolution 2 :- Resolved to change the name of the school as Elgi Matriculation Higher Secondary School.

Subject 3 :- To consider the delegation of Cheque drawing powers to the Trust Manager and Administrative officer with out limit.

Resolution 3 :- Resolved that Sri N. Sharmugham Trust Manager and Sri N. Narasubbu Administrative officer to operate jointly the funds relating to Elgi Matriculation Higher Secondary School in SB A/c No. 9884 of Canara Bank, Frichy Road Branch, Coimbatore - 18 and SB A/c No. 12,682 of Bank of India Vellalore with out limit. The Specimen Signatures of Both officers may be sent to the Bank. The Bank may be requested to honour the cheques signed by Mr N. Sharmugham and Mr N. Narasundaram Jointly.

It is also resolved to send a copy of the resolution to Canara Bank, Frichy Road, and Bank of India, Vellalore.

The meeting terminated with vote of Thanks to the members.


(Dr. Jayaram Varadaraj)
President