

தமிழ்நாடு TAMILNADU
சுரது Surtu
03/08/2009
Eswara Foundation
Chennai

S 086649
M. PREMAVATHI
STAMP VENDOR
L. No: 41/B3/2000
184, VALLUVAR KOTTAM ROAD,
NEELANBARIKAL, CHENNAI 600 044

DECLARATRIION OF TRUST

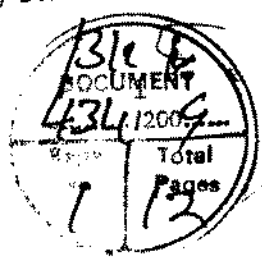
THIS DEED OF TRUST is executed on this 3rd day of August, 2009

BY

DR.SAILAKSHMI, Daughter of Dr.B.Sivaram, 35 Years, No.210, Rajendra Apartments, Beraka Road, Near Secretariat Colony, Chennai-600 010 (hereinafter called the "Author of the Trust"),

IN FAVOUR OF

1.**DR.SAILAKSHMI**, Daughter of Dr.B.Sivaram, 35 Years, No.210, Rajendra Apartments, Beraka Road, Near Secretariat Colony, Chennai-600 010 2.**K.PANDIARAJAN**, Son of late G. Karuppasamy, 50 years, residing at No. AJ 25, 4th Street, 9th Main Road, Shanthi Colony, Anna Nagar, Chennai - 600 040, 3.**HEMALATHA RAJAN**, wife of



Sailakshmi B.

434
of

SCANED

Document No. 434 of 2009 of 2009
Contains 11 Pages
Stamp

Presented in the Office of the
Joint II Sub-Registrar, Central
Chennai and fee of Rs. 110/-
paid between the hours of
..... on the 31st Aug 2009.

LEFT THUMB



JOINT SUB REGISTRAR - II
CENTRAL CHENNAI

Sailakshmi B D/o Dr. B. Sivaram
240, Rajendra Apartments,
Kilpauk,
Near Secretariat Colony,
Beraka Road,
Chennai - 10

EXECUTION ADMITTED BY
LEFT THUMB



Sailakshmi B D/o Dr. B. Sivaram,
240, Rajendra Apts, Kilpauk, Near Secretariat colony,
Beraka Road, Chennai-10
Passport

JOINT SUB REGISTRAR - II
CENTRAL CHENNAI
Chennai

IDENTIFIED BY

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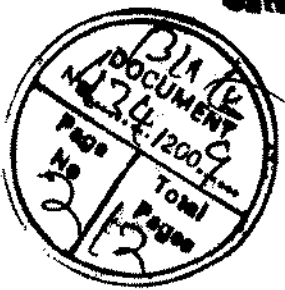
Identified by N. NARENDRA DASO, S/O. R. NAMMALWAR, NO. 12, T. N. E. B. COLONY,
AMBATTUR, CHENNAI - 600059,
N. SHUNMOOIAVEL, S/O NARAYANAN, NA 10/20, GRANDAI AMMAN
KOLL LANE, ROYAPETTAH, CHENNAI - 14.

31st August 2009

Registered as No. 434 of 2009 of 2009

JOINT SUB REGISTRAR - II
CENTRAL CHENNAI

Date 31/8/2009 At Sub Registrar's





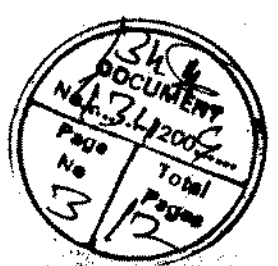
தமிழ்நாடு TAMILNADU

30/11
03/11/2009

Evam Foundation
Chennai

10/11 S 086650
M. PREMAVATHI
STAMP VENDOR
L No: 41/B3/2000
104, VALLUVAR KOTTAM ROAD
CHENNAI, TAMILNADU

K.Pandiarajan, 43 years, residing at No. AJ 25, 4th Street, 9th Main Road, Shanthi Colony, Anna Nagar, Chennai - 600 040, 4. **TARUN VIJ** Son of Krishan Kumar Vij, 46 Years, No.48/201 Heritage City, Gurgaon 122002, 5. **MUTHU KRISHNAN**, Son of S.P.Narayanan 42 years, No.4-A Brindavan 57/22, 4th Main Road, Gandhi Nagar, Adyar, Chennai 600020, 6. **DR.PADMANABHA REDDY**, Son of Janardhan Reddy, 48 Years, Plot No.75/A, Road No.10, Film Nagar, Phase 2, Jubilee Hills, Hyderabad-33, 7. **DR.SARADHA SURESH**, Wife of Dr. K.R.Suresh Babu , 57 years, 4 A Adithi Apartments, # 99 Fourth Street, Abhiramapuram, Chennai - 600018, 8, **DR.BALAJI SAMPATH**, son of V.S.Sampath, 36 years, 2-A, New No.26, Spurtank Road, Chetpet, Chennai-600031, 9. **ANSHU GUPTA**, Son of Late S.D. Gupta, 38 Years, C- 156, Ashoka Enclave, Part 2, Sector 37, Faridabad, Hariyana; 10. **MEERA MENON**, Wife of J. Menon, 47 Years, No.1999, 13th Main Road, Anna Nagar, Chennai-600 040, and 11. **JAYAMANI**, Son of Palanisamy, 60 Years, No.1, MV Naidu street, Panchavati, Chetpet, Chennai-600 031.
(hereinafter referred to as Trustees of the Trust)



Sai Lakshmi B.

The name of the trust is **Ekam Foundation**

WHEREAS the author of the Trust is desirous of settling on trust a sum of Rs.1,000/- only by contributing Rs.1,000/- for public charitable purposes and whereas the parties of the second part have hereby consented to act as Trustees of the Trust.

AND WHEREAS the Author of the Trust has settled the above referred sum of Rs.1,000/- only upon trust by transferring the same finally to the Trustees. The Trustees will keep this amount of Rs.1,000/- only and any addition, accretion, income or accumulation which may accrue from this sum or which may be received by them for Trust, in trust and these shall constitute the Trust fund which will be utilised for achieving the aims and objectives of the Trust mentioned hereinafter.

AND WHEREAS the Author of the Trust has settled the above sum for public charitable purposes. The aims and objectives for which the Trustees may utilise the Trust Fund have been mentioned hereinafter.

Now This Deed of Trust Witnesseth as under:

1. That the Author of the Trust through this Trust Deed settled Rs.1,000/- only in favour of the trustees mentioned herein-in-above for the purposes of the Trust. The Trustees shall utilise the Trust fund (including any income, addition, accretion or accumulation to the fund) for achieving the aims and objectives of the Trust mentioned hereinafter.
2. That the Trust shall function in the name and style of **Ekam Foundation** and its registered office shall be situated at New No.16, Old No.19, 2nd Floor, Jayalakshmiapuram 1st Street, Nungambakkam, Chennai - 600 034, in the State of Tamil Nadu (India). The functions of the Trust will be commenced from 3rd August 2009. The Trustees shall be free to run its branches or activities at any other project. No activity of the Trust will be carried out anywhere outside India.
3. The Trustees shall stand possessed of the aforesaid amount of Rs.1,000/- only and such further capital endorsement or addition to the corpus or donations, voluntary contributions, subscriptions or legacies in cash or kind, as may be invited and received or received without invitation or accepted by the Trustees from time to time from any person or persons, institutions, Government or members of the public and all accretions thereto and income thereof. All these receipts shall be treated as forming part of the Trust fund being the subject matter of these presents.
4. That the aims and objectives for which this Trust is created and for which the Trust Fund may be utilised are as follows:

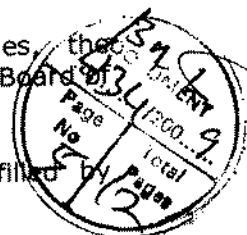


Sailakshmi B.

- i. To provide every child, regardless of his/her financial means, a high quality, comprehensive, continuous health care, delivered in a respectful, caring and family centred environment. Ultimately no child should be refused of health care because of financial constraints, no parent should feel guilty of not able to give adequate health care and no doctor or hospital should feel guilty of refusing patients because of financial constraints. i.e Right to Health for every child
 - ii. Services
 - a. Holistic Health Care Team, i. Paediatrician, ii. Nutritionist, iii. Social Worker, iv. Yoga Instructor
 - b. Outpatient care, Inpatient care & referrals
 - c. Nutritional Rehabilitation Centre
 - d. Child Guidance Clinic for differently abled children
 - e. Child Protection Clinics with de-addiction centre for Child abuse & drug addiction
 - f. 24 hour help line, Emergency ambulance services with rescue team
 - g. Training Programmes & Research Projects
 - h. Upgrading existing government Paediatric hospitals to give good quality health care to all the children through Public- Private Partnership.
 - i. Networking with Government & Private hospitals for Secondary & Tertiary Care.
 - iii. To acquire, construct and maintain charitable homes/buildings for providing temporary accommodation to persons for any of the above purposes.
 - iv. The benefits of the Trust are open to all irrespective of caste, religion, sect, etc. The Trust will not carry out any activity with the object of earning profit.
5. There is no movable or immovable properties in name of the Trust at present.

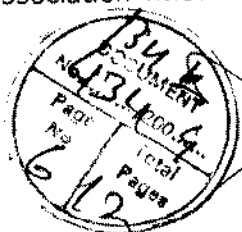
BOARD OF TRUSTEES, CONSTITUTION, ETC.

- a. The total strength of the Trustees shall at no time be less than two and more than Eleven.
- b. Ms. Dr. Sailakshmi shall be the first Chairperson of the Trust.
- c. The Trustees shall elect from among themselves, the Chairperson, the Secretary, and the Treasurer to the Board of Trustees of the Trust.
- d. Any vacancy in the Board of Trustees shall be filled by existing Trustees.
- e. Existing Trustees may co-opt other persons as Trustees of the Trust subject to the condition that the maximum strength of the Trustees shall not be more than eleven at any time.



Sailakshmi B.

- f. The Chairperson may at his discretion and/or of any two Trustees convene a meeting of the Trustees. At least one meeting of the Board of Trustees shall be held every year.
- g. The Trustees present in person shall form the quorum for any meeting.
- h. If, at any meeting, the Chairperson is not present within 15 minutes of the time appointed for the meeting the Trustees present shall choose one of their members to be Chairperson of such meeting.
- i. All questions arising at a meeting of the Trustees shall be decided by a majority of votes, and in case of equality of votes, the Chairperson shall have a second or casting vote.
- j. A resolution in writing circulated amongst all the Trustees shall be decided by a majority of votes and in case of equality of votes, the Chairperson shall have a second or casting vote.
- k. Minutes showing those present at every meeting of the Board of Trustees shall be entered in a book to be kept for that purpose only, and be signed by the Chairperson of such meeting or of the following meeting after they have been read and the Minutes so entered and signed shall be conclusive evidence of the business and other matters transacted.
- l. The liability, if any, of the Trustees shall be personal towards the Trust and a Trustee shall not be liable for any loss of Trust property due to acts of any other Trustee/Trustees.
- m. The Trustees shall be entitled to be compensated for any liability incurred by them on account of their acts and deeds in good faith and good intention, done for the Trust.
- n. Any Trustee may retire by tendering resignation and giving charge of the Trust property under his control and it shall not be necessary to explain any reason for the same.
- o. The Trustees shall not be entitled for any remuneration for acting as Trustees but they shall be entitled to get reasonable remuneration for services rendered by them in any other way due to their specific professional knowledge, experience or expertise.
- p. In the event of dissolution or winding up of the Trust for any reason, the assets remaining over in such event, after satisfaction of all debts and liabilities outstanding as on that date, shall under no circumstances be distributed among the Trustees or the beneficiaries, but such assets shall be handed over to any other charitable trust, society or institution, organisation or association whose objects are similar to those of this Trust.



Sailakshmi B.

MISCELLANEOUS:

- a. The Trustees may invite, receive, or accept any property, or properties, movable or immovable, in cash or kind, as capital endowments or addition to the corpus and may also invite, receive, or accept voluntary contributions or donations, or subscriptions, or legacies, in cash or in kind to have and to hold all of them unto the Trustees forever upon trust for the purposes of the Trust and such capital endowment or addition to corpus or voluntary contribution or donation or subscription or legacies shall be treated as the property of the Trust hereby constituted, provided however, that the Trustees may decline to accept any offer of any capital endowment or addition to corpus or donation at their discretion without assigning any reason.
- b. If any capital endowment or addition to corpus in cash, or in kind, or any voluntary contribution or donation or subscription or legacies shall be made, paid or given for the purposes of these presents upon or subject to special conditions, it shall be lawful for the Trustees to apply the same upon and subject to such conditions, but not in derogation of the purposes for which the Trust is constituted, but otherwise as nearly as possible in conformity with such purposes.
- c. The Trustees may help by donations or otherwise, other trusts or institutions that have similar objectives, or may create other trusts or institutions having similar objectives, or may amalgamate the Trust or Trust's funds or any portion or portions thereof with any Trust or Trust fund or institution having similar objectives upon such terms as they may, in their absolute discretion, think fit and proper.
- d. The management and control of the affairs of the Trust aforesaid shall be vested in the Trustees with full power and absolute authority for the purpose of administration of the Trust aforesaid in such manner and subject to such rules, regulations and bye-laws, not inconsistent with or repugnant to any of the provisions hereby, as the Trustees may from time to time prescribe.
- e. (i) The Trustees may from time to time open and maintain, in the name of the Trust, banking account/s, at such banking company or companies to which the Banking Regulation Act, 1949 applies (including any bank or banking institution referred to under Section 51 of the Act), or post office savings bank, as they may from time to time decide, and may at any time pay or cause to be paid any money of the Trust to the credit of such account or accounts, or place or cause to be placed any money of the Trust in deposit with any such bank or banks. Such account or accounts shall be operated under the signature or any two of such persons as may be authorised by the Trustees from time to time.

Saitoharu B



(ii) Any money required to be invested by these presents shall be invested in a manner provided in the name of the Trust. The Trust or Trustees shall have power from time to time to vary any securities and investments held by the Trustees here and, provided that no investments or applications or Trust Funds shall be made in contravention of the provision of Section 13(1) (d) read with Section 11(5) of Income Tax Act, 1961, as amended from time to time, money forming part of the Trust Fund and requiring investment shall be invested and the conveyance or other assurance in respect of any immovable property or properties forming part of the Trust Fund shall be obtained in the name of the Trust for the time being of these presents.

f. The Trustees shall have the following additional powers:

i. The power to determine whether any money or property shall, for the purpose of the Trust, be considered as corpus or income, and whether out of the income or corpus any expenses outgoings or leases shall or ought to be paid or be borne and any such determination shall be binding and conclusive.

ii. The Trustees may lodge for safe custody the shares, securities, investments another property forming part of the Trust Fund and the documents held by them relating to any property of the Trust under these presents, with any bank or banks mentioned above upon all such terms as to the payment of their charges for the same as also for the withdrawals and deposit of securities and other matters as may from time to time be agreed upon between such bank and the Trustees.

iii. The Trustees may, unless they in their discretion think it is unnecessary or inadvisable, authorise such bank as aforesaid on such terms as to their remuneration as may from time to time be agreed upon to collect the interest dividends and the income of the Trust Fund and to credit the same to a current account of the Trust with the said bank.

iv. At their absolute discretion, instead of acting personally, the Trustees may employ and/or pay any agent, including any bank, to do any act whatsoever in relation to the Trust of these presents, including the receipt and payment of money, without being liable for any loss, and shall be entitled to be allowed to pay all charges and expenses incurred thereby, without contravening the provisions of Section 13 of the Income Tax Act 1961, as amended from time to time. Any Trustee, being a lawyer or engaged in any other profession or business, shall be entitled to charge and be paid all usual professional or other charges for services rendered by him or his firm in relation to the Trust's purposes or the Trust, of these presents whether in the ordinary course of his profession or business, or not, and although not of a nature requiring the employment of a lawyer or other professional persons.

S. Lakshmi B



- v. The Trustees may, from time to time, appoint, upon such terms, with or without remuneration as they may decide, a manager, officer or officers, clerks and other officials, caretakers and servants, for any immovable property of these presents, subject to the provisions of this Trust Deed, as the Trustees may deem expedient for any of the purposes connected with these presents, as quarters, whether free or otherwise, for such caretakers and servants, and may, at any time remove any such manager, official, clerk, caretaker or servant.
- vi. The Trustees shall have the power and be entitled to commence or initiate prosecution or defence of any suit, action or proceeding in any Court or Tribunal, Civil, Criminal or Revenue, or before any Government Department or any public body, concerning or touching any matter relating to the Trust Fund and to compromise or refer to arbitration, abandon or submit to judgment, any such action or proceedings and to appoint pleaders, attorneys, or advocates in that behalf and pay and allow all fees, costs and expenses necessary to be paid or allowed in the premises and to sign, execute, present and file all applications, complaints, petitions, written statements, vakalatnamas, warrant of attorney, affidavits, memorandum of appeal and other documents of any description and whatsoever necessary in such suits or proceedings, and generally representing the said Trust and the Trust Fund, without being responsible for any loss occasioned thereby.
- vii. The Trustees shall have full power to compromise, compound or abandon all actions, suits or others or proceedings and regarding all differences and disputes touching the Trust Fund and/or the Trust Estates or arising out of these presents, to refer any such differences or disputes to arbitration and to adjust and settle all accounts, debts, claims or suits relating to the Trust Fund and/or the Trust Estate and to do all other relevant acts, deeds and things fully and effectually, without being liable for any loss occasioned thereby.
- viii. The Trustees shall be entitled for, and on behalf of, the Trust to enter into contracts or other and engagements in the name of the Trust, or in any such name as may be adopted by the Trustees for the purpose of the Trust, and it shall be sufficient if any contracts, deeds, assurances, bills, cheques, receipts, or other documents required to be signed on behalf of the Trustees, are signed by the Trustees or any person, duly authorised on their behalf.
- ix. The Trustees may pay all taxes, charges, and outgoings payable, in respect of any immovable property, for the time being forming part of the Trust Estate or assets, and may carry out repairs which may from time to time be required to be done to the same, and keep the same insured against loss or damage by fire and may incur all other costs, charges and expenses for, and incidental to, the administration and management of the Trust Fund and the properties for the time being belonging to the Trust, as they, in their absolute discretion, think to be proper.

Sanket Kumar



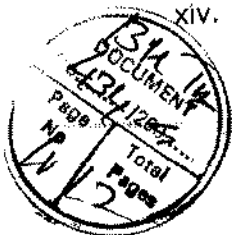
x. The Trustees may purchase, acquire, hold, manage, improve, develop, exchange, sell, lease, give on licence, mortgage, charge, dispose of, or otherwise deal with or turn into account all kind of property of the Trust, or the Trustees may raise or borrow money required for the purpose of the Trust on the mortgage or pledge of the Trust properties or any part thereof with or without any security on such terms as they may, in their absolute discretion think fit.

xi. The Trustees shall be entitled, at their discretion, to sell or convert any investments for the time being comprising the Trust Funds, and invest the net proceeds thereof as provided by these presents.

xii. The Trustees shall have the power to sell the Trust properties or any part thereof, either by public contracts or public action, with or without stipulating as to the title or otherwise, and the Trustees may buy any property or any part thereof, or rescind or vary any contract for sale or resale, without being answerable for the loss occasioned thereby and may, for the purposes aforesaid or any part of them, execute and do all such acts, deeds, assurances and things as they shall think fit. The Trustees shall, out of the money which shall arise from any such sale aforesaid, pay and satisfy the expenses incurred in or about the same, and the balance shall be deemed to be a part of the Trust Fund and shall be dealt with accordingly. Upon any sale or other transfer by the Trustees under the powers aforesaid, the purchaser or purchasers, transferee or transferees dealing bonafide with the Trustees shall not be concerned to see or inquire whether the provisions as to the appointment and retirement of Trustees herein contained have been properly or regularly observed and performed. Neither shall the purchaser or purchasers, transferee or transferees be concerned to see to the application of the purchase monies or other consideration or to be answerable for the loss, misapplication or non-application thereof.

xiii. The Trustees shall have the power to pull down, renovate, rebuild, alter, improve develop, or repair any improvable property comprised in the Trust Fund, thereof, or enter into agreements or covenants with the owners of, or persons interested in, any other properties, whether restrictive or otherwise, for the benefit of the properties comprised in the Trust Fund, or insure any immovable properties against loss by fire, lightning, or civil commotion, or other risks or losses, against loss of rents as they may think proper from time to time. The Trustees shall have the power to use the income and interest of the Trust Fund from time to time for rebuilding or reinstating immovable properties or erecting new buildings.

xiv. The Trustees may draw, make, negotiate, endorse, discount, execute and issue cheques, notes, or other negotiable or transferable instruments, securities, for the purpose of the Trust and delegate such powers to such persons in such manner as they think fit.



Sairajshini B.

- xv. The Trustees may do all acts, matters and things which are conducive, incidental and/or ancillary to the foregoing aims or objectives of the Trust, or which are necessary or can conveniently be carried out for the attainment of the above aims and objectives.
 - xvi. The Trustees shall have the power to frame schemes, bye-laws, rules, and regulations or appoint committees for carrying out the objectives and purposes of these presents and for carrying out, or for administering the Trust and otherwise for giving effect to the objectives and purposes hereof, and to vary, alter, add to, or modify the same from time to time as the Trustees may, in their discretion, deem fit and proper.
 - xvii. The Trustees shall have the right to reimburse themselves and, from time to time, meet, pay and discharge all expenses incurred in, or about, the management of the Trust property, the execution of the Trust, or of their duties under these presents, first out of the income and then, if necessary, out of the Trust Fund.
 - xviii. The Trustees shall cause proper books of accounts to be kept wherein shall be entered a true and accurate account of all monies received, disbursed, or spent in connection with, or in the course of management of the said Trust Fund and its properties or in relation to the carrying out of the objectives and purposes thereof as well as of all the assets, liabilities and effects of the Trust Fund. The accounts shall be audited by a Chartered Accountant.
 - xix. The Trustees shall be respectively chargeable only for such property, monies, funds, and securities as they shall respectively actually have received notwithstanding their respective signing of any receipt for the sake of conformity, and shall be answerable and accountable only for their own respective acts, receipts, neglects or default and not for those of each other, nor for any bankers, brokers, auctioneers or other persons with whom, or into whose hands the Trust Fund, monies, or securities may be deposited or come in any manner nor for dispensing wholly or partially with the investigation for preclusion of the lessor's title on the purchase of leasehold property nor for any defect in title on the purchase of any property, nor for the Insufficient or deficiency of any funds or securities, nor for any other loss unless the same shall happen through their own willful default respectively.
- g. The accounting year of the trust shall be from 1st April to 31st March.
- h. The annual accounts of the Trust shall be audited by a Chartered Accountant appointed in the meeting of the Board of Trustees.

Sailakshmi B.



- i. On points where no express provision has been made in these presents, the provisions of the Indian Trusts Act and the statutory modifications thereof shall apply.
- j. The Board of Trustees may frame such rules and regulations and pass resolutions which would be helpful for the proper management of the Trust or Trust Fund and attainment of its objects. The rules and regulations framed or resolutions passed by the Board of Trustees or any addition, rectification or changes made, which are not inconsistent with the aims and objects of the Trust shall have effect as if that is included in the original Deed of Trust.
- k. This Trust is irrevocable and that the income of and fund of the trust will be solely towards the objects and nor portion of it will be used for payments to the trustees by way of profit.
- l. Not more than 5% of the Income of the Trust would be applied for any religious purpose or given to religious institutions.


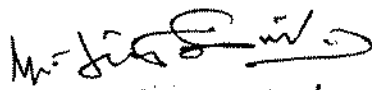
AMENDMENT:

The amendment to this Trust Deed shall only be effected if the same is approved by three-fourths majority of the Trustees and management will be carried out with the approval of the Commissioner/Director of Income Tax (Exemption).

I, the Author of the Trust, do hereby declare that I have settled this Trust and executed this Trust Deed with my own will and without any coercion, with sound minds and full senses. I have handed over the Trust Fund to the Trustees mentioned hereinabove for the purposes of the Trust.

We, the Trustees of the Trust, declare that we have given our consent to act as Trustees of the Trust and we have received the Trust Fund from the Author of the Trust.

WITNESSES:

1. 
N. Narayanaswami,
S/o. R. Nammalwar,
No. 72, T.N.R.B. Colony,
Ambattur Chennai 53.
2. 
N. Shrinivas Vel,
S/o. Narayanan S.,
10/20, Ganganai Amman Koil Lane,
Royapettah
Chennai - 40.


Dr. Sallakshmi.

