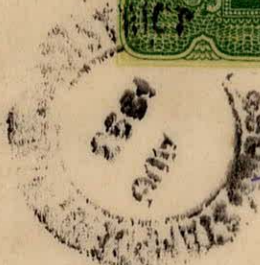


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11.3.94

A. MUTHUKUMARAN.  
MANALUR

P. SARASWATHI,  
STAMP VENDOR,  
L. C. No: 22515/79.  
MOUNT ROAD, MADRAS-2.

DEED OF TRUST

This **DEED OF TRUST** executed this the Eleventh Day of MARCH, 1994 by A. **MUTHUKUMARAN**, son of G. Agoram, residing at Manalur, Keerapalayam - 608 602, chidambaram Taluk, South Arcot - Dist. hereinafter called the "**FOUNDER**" of the Trust.

WHEREAS the Founder is desirous of establishing a Public Charitable Trust to perpetuate the Memory of his father G. **AGORAM** for the advancement of the following among other charitable purposes namely Education, Relief to the poor and Medical relief, environment, Culture, Music, National and International peace, friendship, harmony and understanding.

WHEREAS with the aforesaid intention the Founder is donating to the Trust a sum of Rs.1,001/- (Rupees one thousand and one only) as an initial contribution.

WHEREAS the Founder as the First Managing Trustee of the Trust shall hold the sum of Rs.1,001/- (Rupees one thousand and one only) and the funds, movable and immovable properties that may be acquired hereafter in the name of and on behalf of the Trust.

WHEREAS the Founder executes this Deed of Trust to evidence the terms and conditions of the Trust.

*[Handwritten signature]*

A. Muthukumar

G.H  
1001  
F/15

73/IV

Document 73 of 1994  
Book 4 Contains 120  
Sheets. 120 Sheet.  
Joint Sub Registrar I.

Presented in the office of the  
District Registrar of Chidambaram  
and Fee of Rs. 15.00 Paid between  
the Hours of 4.50 PM on the 16th  
Day of 1994 By.

May 1994 By *[Signature]*

EXECUTION ADMITTED BY,

*[Signature]* s/o. G. Appan  
Miras. Manaluru H/o  
Lalpuram. Chidambaram. TK

IDENTIFIED BY,

*[Signature]* (K. RAMACHANDRAN)  
S/o. S. KALIYAPERUMAL, KEEL ANUAMBATTU 4 POST, CHIDAMBARAM T.K  
Manager

*[Signature]* (T. SANNIVASAN) s/o GANUVAZH, Plot. no. 25 V.S.R. NAHAR CHIDAMBARAM  
Driver

16th. May 1994

*[Signature]*  
Joint Sub Registrar I

66  
15620

Registered as No. 73 of 1994  
of Book 4 Volume 66 Pages 15620  
18th Day of May 1994

*[Signature]*  
Joint Sub Registrar I





5203

11-3-84

A.MUTHUKUMARAN  
MANALURP. SARASWATHI  
STAMP VENDOR,  
L. C. No: 22515/79.  
MOUNT ROAD, MADRAS-2.

-: 2 :-

NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

1. The Trust shall be called "G. AGORAM PILLAI MEMORIAL TRUST".
2. The Principal place (Office) of the Trust shall at present at **MANALUR, KEERAPALAYAM - 608 602, CHIDAMBARAM - Taluk, South Arcot - Dist.**
3. The Trustees shall out of the Trust Funds pay in the first instance all costs, charges and expenses of and incidental to the administration of the Trust and the Management of the Trust Funds and utilise the net income on such charitable object or objects or charitable purpose or purposes belonging to all communities without reference to Caste, Creed or religion, namely-
  - i. to give, provide and render food, medicine and other help in any shape or form to the poor deserving and needy persons;
  - ii. to establish, promote, set up, run, maintain, assist, finance, support or help in the setting up of or maintaining or running schools, colleges, or other Educational Institutions, Orphanages, Widow Home, poor houses or other establishments for relief and help of the poor, old and destitutes;
  - iii. to grant, pay or give scholarship, stipends, prizes, rewards, allowance and other financial assistance or help in cash or kind to students with a view to help them in prosecuting their studies either in India or abroad;

*[Handwritten signature]*



I hereby Certify that on the production  
 of the original instrument  
 I have satisfied myself that the  
 stamp duty of Rs 100/- has been  
 paid therefor  
 Date 20.5.194

Joint Sub Registrar I

Document 74 of 194  
 Book 4 Contains 3  
 Sheets. 200 Sheet.

*[Handwritten signature]*

Joint Sub Registrar I.



- iv. to give, provide and render monetary and other help and assistance for the relief of persons affected by natural and other calamities such as flood, fire, famine, cyclone, earthquake, storm, accident, pertilence, drought, epidemic and to give donations, subscriptions or contributions to institutions, establishments, centres or persons doing relief work on such occasion;
- v. to open, found, establish, promote, set up, run, maintain, assist, finance, support and help in setting up or maintaining or running schools, colleges, lecture halls and other establishments or institutions) for advancement of education and of knowledge in engineering, arts, science, literature, humanities and all other useful objects in all their manifestations to the benefit of the people of India and in particular to the rural areas in India;
- vi. to open, found, establish, promote, set up, run, maintain, assist, finance, support or help in the setting up of hospitals, boarding houses, libraries, reading rooms and other training and vocational institutes;
- vii. to promote, advance and encourage primary, secondary and higher education, including technical and Medical education also physical training, training in handicrafts, fine arts and other useful arts;
- viii. to foster and encourage education and training in handicrafts, fine arts and establish and found institutions imparting such education and to establish, maintain, support or help by monetary gifts or otherwise, centres and institutions for women and children;
- ix. to meet travelling, boarding and lodging expenses for students going abroad for higher education;
- x. to promote, assist and maintain all activities by whosoever carried on or wherever carried on in India in conformity with the objects of the Trust and as are conducive to the well being and general welfare of the nation;
- xi. to publish books, pamphlets, periodicals and newspapers in India or outside for the spread and advancement of education and culture;

*Comittee*

- xii. to found, establish, set up, assist, support or finance scholarships, prizes and endowments in the name of **G. Agoram Pillai** and arrange for memorial/Endowment lectures, science exhibitions, and conduct seminars in memory of **G. Agoram Pillai** in Universities, Colleges, schools and institutions and in particular in **Annamalai University, Chidambaram.**

Provided always also, without prejudice to the generality of the foregoing that the help to be given under any of the foregoing heads, wherever the case admits, may be given either in the form of cash/cheque payments or the supply or distribution of food, clothes or medical relief or in any manner which the trustees consider desirable.

PROVIDED FURTHER that the Trustees shall have power to accumulate the net income of the Trust Funds or any part thereof for such period or periods as they may think fit subject to the provisions of the Income-tax Act and utilise the accumulations at any subsequent time or times for the objects or purposes aforesaid.

PROVIDED FURTHER that the Trustees shall also have power by majority of the TRUSTEES for the time being of the Trust Funds to have recourse to and utilise the whole or any part or parts of the corpus of the TRUST FUNDS for all or any of the charitable object or objects or purpose or purposes aforesaid, in such manner and at such times and in such proportions as the Trustees may, in their absolute discretion think fit.

4. The Trustees shall be at liberty at their discretion to accept or receive from any other Trust or from any person or persons, firms, associations, organisations, incorporated companies or bodies corporate or local bodies, Central or State Governments in India and from foreign countries in cash or in kind, securities or shares or any other property whether movable or immovable subject to such conditions as the Trustees may think fit.

*omithu*

5. The Trustee shall be at liberty to merge or amalgamate the Trust Funds with the funds, properties and assets of any other Trust or Trusts having objects similar to those of these presents.
6. The Trustees shall be at liberty to sell and realise any part of the Trust Funds not consisting of moneys and invest the sale proceeds thereof and/or any other moneys forming part of the investments hereinafter mentioned and to vary or transpose any such investments for or into others hereinafter mentioned as they may, from time to time, think fit.
7. The Trustees shall be entitled to and are hereby expressly authorised to invest the Trust Funds or any other moneys, subject to the Trusts or these presents in any securities or investments which the Trustees may think fit for the investments of the Trust Funds and in particular:
  - (a) in deposit with any bank/s or co-operative society/ies;
  - (b) to purchase immovable properties, lands and buildings;
  - (c) in improvement or extension of any lands, houses, buildings, hereditaments or other property forming part of the Trust Funds;
  - (d) in any other securities or investments subject to the provisions of Section 13 read with Section 11 of the Income-tax Act, 1961 and the Income-tax Rules or any modification thereof relating to investments of Trust Funds.
8. Without prejudice to any of the provisions of these presents, it shall be lawful for the Trustees at their discretion from time to time and at material times to sell, mortgage, hypothecate, lease or otherwise dispose of or alienate the Trust Funds or any part thereof on such terms and for such considerations as the Trustees may think fit. Upon such

*Smith*

disposition or alienation purported to be made in pursuance of any power herein contained the purchaser, mortgagee, lessee or any other person dealing with the Trustees shall not be bound or concerned to enquire whether the occasion for exercising such power has arisen or otherwise as to the propriety or regularity of such disposition or alienation and notwithstanding any impropriety or irregularity in such disposition or alienation the same shall, as regards the purchaser, mortgagee, lessee or other persons as aforesaid be deemed to be within the powers aforesaid and to be valid accordingly.

9. The Trust will be administered by a Board of Trustees.
- (a) The number of Trustees shall not at any time be more than nine.
  - (b) The First Trustees shall be
    - i. **A. MUTHUKUMARAN - Chairman and Managing Trustee.**
    - ii. **A. CHANDRASEKAR.** Son of G. Agoram.
    - iii. **Dr. (Mrs.) A. THIRIPURASUNDARI.** Wife of G. Agoram.
    - iv. **Mrs. A. GEETHA.** Wife of G. Agoram.
    - v. **Dr. (Mrs.) J. SANTHI.** Wife of P. Jeyakumar.
    - vi. **R.S. RAJAGOPAL REDDIAR.** Son of R. Srinivasa Reddiar.
  - (c) The Founder of the Trust **A. Muthukumar** shall be the **Chairman and Managing Trustee.**
  - (d) The First Trustees including the Chairman and Managing Trustee shall be **Permanent Trustees** for life or until they voluntarily resign.
  - (e) The Trustees may appoint any person as a Trustee for any period within the limit stated under Clause 9 (a) above.
10. Any Trustee found to act against the interest of the Trust may be removed from office by a majority of the Trustees and such persons shall not be eligible to be appointed as a Trustee thereafter.

*Muthu*



11. If and so often as any of the Trustees hereby appointed or any future Trustee or Trustees of these presents shall die or desire to retire from or refuse or become unfit or incapable to act in the Trusts of these presents, it shall be lawful for the surviving or continuing Trustee or Trustees for the time being of this Trust to appoint any other person or persons to be Trustee or Trustees in place of the Trustee or Trustees so dying or desiring to retire or refusing or becoming unfit or incapable to act as aforesaid and the Trustee shall always be entitled to appoint any additional Trustee or Trustees of this Trust but so that the number of Trustees of this Trust shall not at any time be less than 3 and more than 9<sup>5</sup> (including any Trustees appointed or nominated by any Government or Semi-Government Body or Authority or by any Financial Institution or Bank under any Legislation or otherwise).
12. Upon every appointment of new Trustee under the provisions of these presents, the Trust Fund shall, if and so often as the nature of the property or other circumstances shall require or admit, be deemed to be vested in all the Trustees for the time being including such new Trustee and every new Trustee so appointed shall have all the powers and authorities of the Trustee in whose place he/she shall be so nominated or substituted. PROVIDED HOWEVER that the new Trustee so appointed shall remain in office as the Trustee for such period as determined from time to time or at any time by the Trustee or their Executor or Executors or by the person appointed by them.

*[Handwritten signature]*

13. The Trustees may appoint any Manager, Accountant, Clerk, Assistant or other employee as they may consider necessary from time to time on such remuneration and on such terms as they may think fit.
14. If any difference of opinion arises among the Trustees in exercise of the powers, authorities and discretions herein contained or in any other matter arising out of or in relation to the Trusts hereby declared, the same shall be settled and disposed of in accordance with the opinion of the majority of the Trustees and in the event of Trustees being equally divided, the Chairman of the Trustees shall have a casting vote in addition to his own. The opinion of the majority of the Trustee shall be final and conclusive and binding on all the Trustees.
15. The Trustee shall be respectively chargeable only for such money and securities as they shall respectively actually receive, notwithstanding their respectively signing any receipt for the sake of conformity and shall respectively be answerable and responsible only for their own respective acts, deeds, receipts, omissions, neglects and defaults and not for those of each other nor for any banker, broker, auctioneer or other person with whom or into whose hands any Trust moneys or securities shall be deposited or come nor for the insufficiency in title or deficiency in value of any investments nor for any other loss unless the same shall happen through their own wilful default respectively.
16. The Trustees may reimburse themselves and pay and discharge out of the Trust Funds all expenses incurred by them in or about the execution of the Trust or powers of these presents. ✓

*omitted*

17. The Trustees may from time to time open and maintain in the name or names of one or more of them or in the name of the Trust one or more Bank account or accounts with any schedules Bank or Banks in Current Account, Savings Bank Account or any other Deposit Account as they may decide and they may also decide by whom such Bank account or accounts shall be operated.
18. The Official Year of the Trust shall, until the Trustees otherwise resolve, which they are hereby authorised to do, be calculated from 1st April to 31st March of the following year. PROVIDED THAT the First year shall commence from the date of these presents.
19. The Trustees shall maintain an Office in a place as may be decided from time to time where all the books of account of and belonging to the Trust as also other records shall be kept and all business concerned with administration and management of the Trust shall be transacted.
20. The management and administration of the Trust Funds shall be carried on, conducted and managed in accordance with the rules and regulations to be framed from time to time by the Trustees.
21. The Trustees shall have power to borrow or raise money or to receive money on deposit at interest or otherwise in such manner and upon such terms and conditions as the Trustees may think fit.
22. The Trust shall be irrevocable.
23. The Trustees shall at all times stand indemnified in respect of any act that they may have bonafide done in respect of matters relating to the Trust.
24. The accounts of the Trust shall be maintained regularly and audited every year by a duly qualified Chartered Accountant.

*Smith*

25. In the event of dissolution or winding up of the Trust, the assets shall be merged with any other Trust, having similar objects and no part of the assets shall be distributed in cash or in kind to any Trustee or any other person.
26. The Funds or income of the Trust shall be solely utilised towards the objects contained hereinabove and no part of the funds or income shall be utilised either directly or indirectly for payment to the Trustees by way of profit, remuneration, interest, dividend or any other benefit.
27. Additions/Deletions/Amendments of any Clause of these presents will be carried out only with the approval of the Director of Income-tax/Income-tax authorities.

IN WITNESS WHEREOF this Deed of Trust is executed at MADRAS this Day, Month and Year first above mentioned.

WITNESSES:

1. *B. Selvarajan*  
B. SELVARAJAN  
S/o T. G. BALASUBRAMANIAM  
Chartered Accountant,  
161, Anna Road,  
MADRAS - 600002.

*A. Muthukumar*  
( A. MUTHUKUMARAN. )  
FOUNDER.

2. *M. Sivakumar*  
M. SIVAKUMAR,  
Chartered Accountant,  
161, Mount Road,  
Madras - 600002

*Drafted by G. R. Chidambaram*

*A. Ramalingam*  
Document Writer,  
Licence No. B. 3311/EDM. of 1924

50 Rs.



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12-5-94  
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A. Muthu Kumaran  
Manalur

*[Handwritten Signature]*

சு. வி. சிதம்பரம், தமிழ்நாடு.  
L. NO: 4-1965.



C O D I C I L

THIS DEED OF CODICIL executed this 20th Day of May, 1994 by A. MUTHUKUMARAN, son of Mr. G. Agoram, residing at Manalur, Keerapalayam - 608 602, Chidambaram Taluk, South Arcot Vallalar District, Tamil Nadu hereinafter called the FOUNDER.

Whereas the Founder has created a Trust under the name and style of "G. AGORAM PILLAI MEMORIAL TRUST" governed by a Trust Deed dated 11th March, 1994, with a contribution of Rs. 1,001/- (Rupees One Thousand and One only), which is registered as Document No. 73/94 at District Registrar Office, Chidambaram hereinafter called as the Original Trust Deed.

This Deed of Codicil is executed to effect some changes in the Original Trust Deed and shall be read as part and parcel of the Original Trust Deed and the registered trust value remains the same at Rs. 1,001/- (Rupees One Thousand and One only).

(Cont'd 2)

*[Handwritten Signature]*

74/Kr

Document 76 of 1994  
Book 4  
Sheet 88  
Contains Three Sheet.  
Joint Sub Registrar 1.

Presented in the office of the  
District Registrar of Chidambaram  
and Fee of Rs. 15.00 Paid between  
the Hours of 12 Noon to 1 P.M.  
Day of 1994 By 20th

May

*[Signature]*

EXECUTION ADMITTED BY,

*[Signature]* s/o C. Agorasan Mistror  
Business Manager. Chidambaram TK  
H/o Lalpuram

IDENTIFIED BY, K. Ramachandran

*[Signature]* s/o. S. Kaliyaperumal  
Manager. Kelerampattu

J. P. B. S. s/o. R. Jayaraman Driver  
J. Prabakaran 75. Railway Road  
Chidambaram

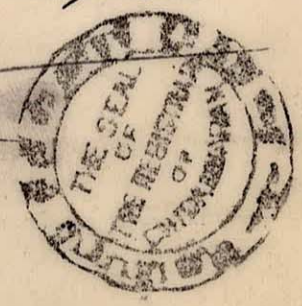
20th May 1994  
*[Signature]*  
Joint Sub Registrar

4  
66  
21, 22

Registered as No. 74 of 1994  
of Book 4 Volume 66 Pages 21, 22  
24th Day of May 1994

*[Signature]*

Joint Sub Registrar 1



10Rs.



தமிழ்நாடு எண் 453  
16.5.94 ரூபாய் 10/-

A. Muthuraman.  
manalur.

A. தணிகாசலம்  
முத்திரைத்தாள் விற்பனையாளர்  
லால்பேட்டை (608 303)  
LIC No. 3458/1984

Page 2

Clauses 3(iii), 3(ix) and 3(xi) of the Original Trust Deed are amended as follows:

Clause 3(iii): to grant, pay or give scholarship, stipends, prizes, rewards, allowance and other financial assistance or help in cash or kind to students with a view to help them in prosecuting their studies in India.

Clause 3(ix): to meet travelling, boarding and lodging expenses for students pursuing their higher studies.

Clause 3(xi): to publish books, pamphlets, periodicals and news papers in India for the advancement of education and culture.

After clause no. 27, the following clauses are included as clause no. 28 and clause no. 29.

(Cont'd 3)

*(Handwritten signature)*

Clause No. 28: The activities of the trust shall be for the benefit of people in India and no activities of the trust will be carried out outside India.

Clause No. 29: The trust will not carry any activity with the intention of earning profit.

All the other clauses of the Original Trust Deed shall remain the same without any changes.

IN WITNESS WHEREOF, the Founder has executed this DEED OF CODICIL on the 20th day of May, 1994.

WITNESSES:

FOUNDER

1. *A. Geetha*  
A. GEETHA / PARTNER  
EDISON ELECTRICAL WORKS  
MANALUR / KEERAPALAYAM

*A. Muthukumar*  
(A. Muthukumar)

2. *Anandrasekar*  
A. CHANDRASEKAR / PARTNER  
EDISON ELECTRICAL WORKS  
MANALUR KEERAPALAYAM

Drafted by *A. Kamalingum*

*A. Kamalingum*  
Document Writer,  
Licence No. B. 3311/EDM. of 1986