

\*COPY OF TRUST DEED

REGISTERED BY

Dr. Rm. ALAGAPPA CHETTIAR, M. A., D. Litt., LL. B., Barrister-at-Law

"Krishna Vilas" Vepery, Madras.

**DR. ALAGAPPA CHETTIAR EDUCATIONAL TRUST**

This deed of declaration of Trust executed at Madras this 29th day of October 1947, by Dr. Rm. Alagappa Chettiar, son of Ramanathan Chettiar Hindu, Nattukottai Chettiar Caste, Landlord and Banker residing at 'Krishna Vilas', Dr. Alagappa Chettiar Road, Vepery, Madras, hereinafter called the founder in favour of :-

Dr. Rm. Alagappa Chettiar, Banker, Founder abovenamed.

Sri K. V. AL. M. Ramanathan Chettiar, Banker, residing at Koitaiyur, Ramanathapuram District.

Sri A. N. Tampi, Principal, Alagappa College, Ramanathapuram District.

Sri P. S. Kumaraswami Raja, M. L. A. Rajapalayam, Ramanathapuram District.

Sri Saw Ganesan, Karaikudi, Ramasathapuram District.

Sri C. V. CT. V. Venkatachalam Chettiar, Banker, Kanadukathan, Ramanathapuram District.

Sri A. M. M. Murugappa Chettiar, "Chamundeswari Baugh" Santhome High Road, Santhome, Mylapore, Madras.

Sri M. Rm. S. Periyannan Chettiar, Karaikudi, Ramanathapuram District.

Dr. S. G. Manavala Ramanujam, No. 188, Poonamalle High Road Vepery, Madras.

Sri K. R. Subbiah Ambalam, Chairman, Municipal Council, Karaikudi.

Whereas the Founder above named has opened a College at Karaikudi, Ramanathapuram District called "Alagappa College" for imparting education to students and whereas the said College has been started with the permission of both the University of Madras and the Government of Madras.

And whereas the Founder is desirous of providing a regular and permanent income for the proper running, maintenance and up-keep of

---

\* As amended by the decree in C. S. No. 70 of 1954 on the file of the High Court of Judicature at Madras.

the said College and such other institutions as the Trustees may start or take over, in pursuance of the objects of this Trust as provided hereinafter, and whereas for the said purpose the Founder has decided to create a Trust and to endow to the said Trust the properties described hereunder and whereas the Trustees abovenamed have agreed to accept the said Trust on the terms and conditions hereinafter appearing and to conduct the affairs of the said College and such other institutions as the Trustees may start or take over in pursuance of the objects of this Trust on those terms and according to the rules and regulations laid down by the University of Madras and the Government of Madras.

#### **Definitions.**

The Trust means "Dr. Alagappa Chettiar Educational Trust"

The Founder means "Dr. Rm. Alagappa Chettiar"

The Founder's family means "The family of Dr. Rm. Alagappa Chettiar including his descendants, male and female over the age of 21."

The College means "Alagappa College, Karaikudi," and shall mean and include all such other institutions as the Trustees may start or take over in pursuance of the objects of the Trust.

The Government means "The Government of Madras"

The Trustee or Trustees mean "Trustee or Trustees", as the case may be, for the time being of Dr. Alagappa Chettiar Educational Trust.

#### **Constitution of the Trust Board**

The Founder doth hereby affirm that the Trustees of Dr. Alagappa Chettiar Educational Trust shall be the persons herein before referred to as Trustees.

The number of Trustees shall be not less than three and not more than fifteen.

The Founder shall be a Trustee for life and shall be the President of the Board of Trustees. After his life time the Trustees shall elect from among themselves a President.

Sri K. V. AL. M. Ramanathan Chettiar shall be the Secretary of the Trust and the ex-officio Correspondent of the various institutions started under the Trust, for his life. After the life-time of Sri K. V. AL. M. Ramanathan Chettiar, the Trustees shall elect one from among themselves as the Secretary of the Trust, who shall be ex-officio Correspondent of the various institutions under the management of the Trust.

The Principals or heads for the time being of the colleges and institutions affiliated to the University of Madras, as such, shall be Trustees ex-officio.

The University shall be entitled to nominate one person as Trustee for everyone of the institutions affiliated to it. The University is at liberty to nominate the same person as Trustee for more than one institution. Dr. S. G. Manavala Ramanujam is the nominee of the University in the present Board of Trustees.

The Chairman or Special officer as the case may be of the Karaikudi Municipality shall be a member of the Trust, ex-officio.

The Correspondents of the several High Schools situate within a radius of 12 miles from Karaikudi shall be entitled to nominate one Trustee by election among themselves. Sri M. RM. S. Periaannan Chettiar is their nominee in the first Board of Trustees.

The Founder shall be entitled to nominate the other members to the Trust Board but so as not to exceed the maximum of fifteen as provided supra.

The Trustees excepting (1) the Founder, (2) Sri K. V. AL. M. Ramanathan Chettiar (3) the ex-officio Trustees and (4) the Trustees nominated by the University shall retire once in three years.

The places of Trustees nominated by the University, and the Correspondents of the High Schools, shall be re-filled by the respective authorities referred to above.

The vacancies caused by the retirement of the Trustees nominated by the Founder shall be filled in by him. After his life-time, two seats shall be filled in by election by the members of the Founder's family from among themselves. The other seats shall be filled in by co-option by the Trustees themselves.

The Trustees shall cause a list of the members of the Founder's family entitled to vote prepared and maintained. Any member entitled to vote and who wants to have his or her name included in the list of voters, shall apply in writing to the Trustees in that behalf and the decision of the Trustees on such application shall be final. Omission to include any name in the list of voters shall not invalidate the election of the Trustees.

Any casual vacancy among the Trustees shall be filled in, in the following manner:

If the vacancy is among the Trustees nominated by the several authorities or the Founder, the Trustees shall call upon that authority or the Founder whose nominee has ceased to be a Trustee, to fill in the said vacancy within a stated time and on their or his failure to so nominate, the other Trustees shall have power to co-opt such persons as they think fit as Trustee in place of the persons above stated.

In any other case, the Trustees may themselves co-opt any person they think fit to be a Trustee to fill in any casual vacancy.

The Trustees nominated or co-opted to fill in a casual vacancy shall hold office for such period as the Trustee, in whose place he or she has been nominated or co-opted, would have held office had he or she continued in the office.

The Trustees, so long as their number is not less than three, shall be competent to transact all and every business of the Trust, notwithstanding any vacancy or vacancies in the Trust Board, not having been filled in.

#### Objects of the Trust.

The objects of the Trust are to run, maintain and carry on improve and enlarge Alagappa College and if thought fit, start or take over other educational institutions and for the said purpose to collect funds, to levy fees, acquire lands, erect buildings and hostels, equip laboratories, provide sports facilities for the students, and staff of the College and of the other institutions started or taken over by the Trustees, grant scholarships to present and old students encourage and provide for research work and do all acts and things necessary in that behalf.

#### Properties vested in the Trustees.

The founder doth hereby assign convey and transfer to the Trustees the properties described in the schedule hereto as also the articles of furniture, laboratory equipment, library and other moveable articles of the College.

The Trustees shall hold the properties transferred by this deed and any other properties or funds which may hereafter be endowed to the Trust for the uses and purposes of Alagappa College, Karaikudi and the other institutions, started or taken over by the Trustees as provided supra.

The Trustees shall from and out of the income realised from these properties and from such other endowments and from the Government grants which they may get:

Expend such sum or sums of money as they may deem fit and proper towards the maintenance of the properties of the Trust in good and tenantable condition.

Pay all rates and taxes.

Pay such sums towards the repayment of any borrowing by the Trustees.

And meet all expenses which the Trustees may in their discretion think necessary for the proper and efficient management of the various institutions under their management, in particular, pay the salaries, allowances of all the staff and servants, purchase books, equipment and furniture; pay management's contribution for the provident fund of the staff; award prizes or scholarships to the students; and incur any other items of expenditure relating to the institutions under the management of the Trust not hereinbefore specifically mentioned, it being understood that the above enumeration gives no priority to any particular item of expense nor is the same exhaustive.

#### Powers and Duties of the Trustees.

The Trustees shall be in complete management of the affairs of the Trust and the College and other institutions under the management of the Trust.

Without prejudice to the abovesaid general powers and so as not in any way to limit or control those powers the Trustees shall have powers:

to purchase or take on lease lands, buildings, equipment, materials and things, to erect and maintain buildings and other constructions, and to sell, mortgage, dispose of or otherwise deal with all or any of the same as the Trustees may think fit and proper.

to levy such fees from the students and deal with the said proceeds as they may think proper.

to grant loans or borrow moneys as they may think fit and proper.

to control and manage the assets of the Trust and to execute, become party to sign, acknowledge, perfect and register all deeds, agreements contracts, amounts, receipts and other documents and writings and to give effectual discharge on behalf of and against the Trust.

to sell, exchange, and deal with any stocks, funds, shares, bonds, debentures, debenture stocks and other securities.

to draw, make, accept, endorse, discount, negotiate, execute, and issue promissory notes, bills of exchange, hundies, cheques, Government and other securities and other negotiable instruments.

to borrow from time to time Such sum or sums of money at such interest for such period and on such terms with or without security, moveable or immoveable as the Trustees may think fit, and to secure payment thereof with interest by mortgage or by bond, promissory notes, bills, hundies and other negotiable securities or by issue of debentures.

to institute, conduct, defend, compound, withdraw, compromise, adjust, refer to arbitration or abandon any legal or other proceedings, claims or disputes by or against the Trust or Trustees or against its officers or employees concerning the affairs of the Trust and to sign and verify Vakalats Plaints, Written Statements, Execution Petitions, Affidavits and other documents

to appoint from time to time professors, lecturers, tutors, demonstrators and other members of the teaching staff, clerks, accountants and other employees with such powers and duties and upon such terms as to duration of office, remuneration or otherwise and at any time to suspend, dismiss, remove or discharge any or such of them as the Trustees shall think proper or necessary

to open and close accounts in the name of the Trust in any Scheduled Bank, as defined in the Reserve Bank of India Act, 1934, or in any other State aided Bank and to operate on such accounts and otherwise deal with the same.

to insure and keep insured if deemed expedient all or any of the buildings and other assets of the Trust, to invest the surplus funds of the Trust, in securities approved by law relating to Trusts or in such manner as the Trustees may think fit and proper in the best interests of the Trust.

to delegate all or any of the powers, authorities and directions vested in the Trustees and generally to carry out such transactions as they consider expedient in the interests of the Trust and to make all such arrangements and do such acts and things on behalf of the Trust as may be usually necessary, desirable or expedient in the management of the affairs of the Trust or in carrying out its objects.

#### **General.**

The Trustees shall have power to frame Rules for the proper conduct of the affairs of this Trust but so as not to be inconsistent with the provisions thereof. The value of the entire properties conveyed both moveable and immoveable is RS, 1,00,001 (Rupees One Lakh and One only.)

### Description of Properties

All that pieces and parcels of land in Alagappa Nagar situate in Poonamallee High Road, forming part of Re-Survey No. 91, 92, 93, 94 and 96 and Old Survey Nos. 158 and 159 comprised in Collectors' Certificate Nos. 5091, 5332, 5757, being (1) Plot Nos. 1 and 2 bounded on the north by Plots Nos. 22 and 21, on the west by the future road to be formed, on the South by Ramanathan Chettiar Road, and on the East by Plot No. 3, admeasuring 14 grounds 600 sq. ft. be the same a little more or less as shown in the plan and marked red.

(2) Plot No. 12 bounded on the North by Lakhmi Street, on the West by Plot No. 13, on the South by Plot No. 11 and the East by Umayal Road, admeasuring 4 grounds be the same a little more or less as shown in the plan and marked red ; and

(3) Plot Nos. 85, 86, 87 and 88 bounded on the North by Halls Road, on the West by Khooshaldoss Road, on the South by Plot Nos. 96, 93 and 92 and on the East by Plot No. 89, admeasuring 16 grounds 1187 sq. ft, be the same a little more or less as shown in the plan and marked red.

The above properties are situate in West Madras Sub-District Madras Chingleput District.

In witness whereof the Declarant Founder above named has set his hand the day and year first above written.

(Sd.) RM. ALAGAPPA CHETTIAR.

### Witnesses:-

(1) K. SRINIVASAN,  
Advocate,  
S/o Rao Babadur R. Krishnamachari,  
Sripuram, Royapettah, Madras.

(2) A. V. KRISHNAN,  
Auditor,  
S/o A. Venkatesa Iyer,  
1/105, Brodies Road, Mylapore, Madras.