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M.C.T. Trust

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M.C.T.M. Chidambaram chettiar foundation
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 copy of Trust Deed

THE INDENTURE made on this the 28th day of
 December One thousand nine hundred and seventyone
 between S.Rm.M.Ct.M. Thirupani Trust (hereinafter
 referred to as "Thirupani Trust"), Sir M.Ct.Muthiah
 Chettiar Family Trust (hereinafter referred to as
 "Family Trust") and the M.Ct. Trust (hereinafter
 referred to as "M.Ct. Trust") all the three Trusts
 represented by their Trustees, Sri M.Ct. Muthiah,
 "Bedford House", Vepery, Madras-84 and Sri M.Ct.
 Pethachi, "Bedford Villa", Santhome, Madras-28

Net. ...
 M. Ct. Muthiah
 M. Ct. Pethachi
 M. Ct. Muthiah
 M. Ct. Pethachi

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Execution, and ...

Mr. ...
residing at ...

R. C. ...
Tongues of ...
D. D. ...
Son of F. T. ...

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S. S. ...

C. ...
Advocate, ...
residing at ...

T.M. SRINIVASAI ...
residing at ...

P.S. ...
Company ...

A. Subramanian ...
residing at ...

Let ...
certificates ...



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(Sd/-) [Signature]
Mr. H.C.P. [Name]
[Address]

[Signature]
[Name]
[Address]

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(hereinafter called "the Settlers") of the ONE PART and (1) Sri F.B. Pithavadian, Architect, residing at 11, Pycrofts Garden Road, Madras-6 (2) Sri C. Ramakrishna, Advocate, residing at 22, Taylors Road, Madras-10 and (3) Sri T.M. Srinivasan, Industrialist, residing at 5, Smith Road, Madras-2 (hereinafter called the "Board of Trustees") of the OTHER PART:

WHEREAS the Thirupani Trust is a public charitable Trust as evidenced by the Declaration of Trust dated 12th February 1969 constituted for

[Handwritten signatures]
 H. C. P. [Name]
 S. D. [Name]
 [Signature]
 [Signature]

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of Part 14
Pages 144 to 145.

Prakash

5th February 1972 - District



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the objects set out in the said Declaration of Trust;

WHEREAS the Family Trust is a public charitable Trust constituted under the Indenture executed on 15th February 1945 for the purposes mentioned therein;

WHEREAS the M.Ct. Trust was constituted under the Indenture executed on 4th June 1951 for the objects set out in the said Indenture;

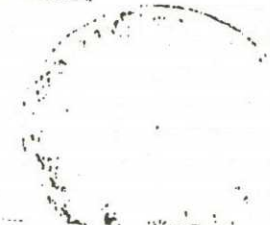
WHEREAS all the three Trusts are managed by Mr.M.Ct. Muthiah and Mr.M.Ct. Pethachi, the common Trustees of the three Trusts;

M. Ct. Muthiah
M. Ct. Pethachi

A. D. Annamadan
Annamadan

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[Handwritten Signature]
R.C. _____



WHEREAS the three Trusts are desirous of
(a) establishing and maintaining a hospital and a school to be constructed in the property known as "Rama Vilas", situated in Luz Church Road, Mylapore, Madras, which has recently been purchased by the Thirupani Trust for this purpose and (b) repairing, renovating, re-constructing and/or expanding Sir M.Ct. Muthiah Chettiar High School, Lady Muthiah Chettiar Girls High School and M.Ct.M. Chidambaram Chettyar Memorial Boys Hostel, all situated in Madras and M.Ct.M. Chidambaram Chettyar Memorial Higher Elementary School, Kanadukathan.

WHEREAS in view of the magnitude of the scheme and especially in order to expeditiously construct the hospital and school, it is considered expedient that a separate Trust should be created for the aforesaid purposes, appointing a competent and independent body of persons as the Board of Trustees;

WHEREAS accordingly the Trustees named above were appointed as Trustees and they have consented to act in such capacity;

AND WHEREAS it is considered expedient that an Indenture of Trust should be executed by the parties hereto:

P. R. ...
H. R. ...
D. ...
...

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J. J. [Signature]
10-15-1911



NOW THIS INDENTURE OF TRUST WITNESSETH as follows:

1) The Trust hereby constituted shall be called "M.Ct.M. Chidambaram Chettyar Foundation".

2) Sri F.B. Pithavadian, Sri C. Ramakrishna and Sri T.M. Srinivasan shall constitute the Board of Trustees.

3) The Settlers hereby transfer a sum of Rs.15,000/- (Rupees fifteen thousand) to the Board of Trustees made up of a sum of Rs.5,000/- contributed out of each of the three Trusts. The Board of Trustees shall hold the said funds and any other funds or assets that may hereafter be transferred by the Settlers or any other persons and all income from such funds or assets and all accumulations thereof for the objects and purposes hereinafter mentioned, namely,

(a) to construct a hospital in the premises belonging to the Thirupani Trust and known as "Rama Vilas", situated in Luz Church Road, Mylapore, Madras, and maintaining and managing the said hospital, and for such purpose to prepare a scheme and carry it out as expeditiously as possible;

(b) to repair, renovate, re-construct and/or expand Sir M.Ct. Muthiah Chettiar High School, Lady Muthiah Chettiar Girls High School and M.Ct.M. Chidambaram Chettyar Memorial Boys Hostel, all situated in

M. Ct. Muthiah Chettiar
Sri C. Ramakrishna

A. D. Pithavadian

Srinivasan

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Madras and expand M.Ct.M. Chidambaran Chettyar Memorial Higher Elementary School, Kanadukathan;

(c) to meet all expenses necessary and incidental for carrying out the aforesaid purposes and for management of the Trust hereby constituted;

(d) subject to availability of funds after providing for the aforesaid objects, to construct a school for education in "Rama Vilas" property and maintain and manage the school;

4) The Rama Vilas property will continue to be the property of the Thirupani Trust. The Board of Trustees are, however, authorised to enter the premises, construct the hospital and school as aforesaid and manage the hospital and the school. The property tax and other outgoings in respect of the Rama Vilas property shall be paid by the Board of Trustees out of the funds available with them.

5) The Board of Trustees hereby undertake to act diligently, promptly and expeditiously in carrying out the aforesaid objects and utilise the said funds only for the said objects and not utilise them for any other purposes whatsoever.

6) Every Member of the Board of Trustees shall be entitled to a sitting fee of Rs. 25/- for every meeting

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H. R. P. ...

A. D. ...

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of the Board attended by him and all actual expenses incurred by him for the purpose of carrying out the works.

7) The Board of Trustees shall give the Settlers monthly reports of the progress of the works and see that all the works are completed as quickly as possible and, in any case before the end of 1974. On completion of the construction of the hospital, the Board of Trustees shall manage and run the hospital.

8) The Board of Trustees shall meet from time to time and take decisions on all important matters. In case of difference of opinion among the members of the Board of Trustees, the opinion of the majority shall prevail.

9) The Board of Trustees may make regulations for the convening and holding of its meetings and they may also make regulations in regard to the execution of the works and management of the hospital entrusted to the Board under these presents:

10) The Trustees for the time being of Thirupani Trust, the Family Trust and M.Ct. Trust may appoint additional members of the Board of Trustees.

11) Any member of the Board of Trustees may, by notice in writing to the Trustees of the Thirupani Trust, the Family Trust and M.Ct. Trust retire from the Board. Any vacancy arising in the Board of

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Trustees may be filled by the Trustees for the time being of Thirupani Trust, the Family Trust and M.Ct. Trust.

12) The Board of Trustees shall keep a Minutes Book and record the minutes of the proceedings of their meetings.

13) The Board of Trustees shall exercise all powers necessary for or incidental to the carrying out of the works and management of the hospital. In particular, the Board of Trustees may appoint a Secretary to attend to the affairs of this Trust, Engineers and other staff and workers for carrying out the construction works, and Superintendent, Doctors and other staff for managing and running the hospital, to fix the terms of appointment or terminate the appointment in such manner as they may deem fit. The Superintendent of the hospital may be appointed as a Joint Secretary. The Board may engage Architects and Engineers for construction of the hospital and school and other works mentioned in clause 3 hereof. The Board may, if it deems fit to do so, engage the firm of Architects "Prynee, Abbott & Davis" of which Mr.Pithavadian is a partner, and, in such case the Board may pay a reasonable remuneration to the said firm for whatever services that are rendered by them or by Mr.Pithavadian as their partner. The Board may

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Joseph



pay the salaries and all other expenses for carrying out the objects of this Trust out of the funds of the Trust.

14) The Board of Trustees may open any bank account or accounts with any bank or banks, and such account or accounts may be operated by any two of the members of the Board of Trustees jointly.

15) The Board of Trustees may, by their unanimous decision, borrow any amounts required for the purpose of this Trust and for such purpose may give security of all or any of the assets of the Trust.

16) Any amount not immediately required for construction of the hospital or the other works and objects mentioned in clause 3 hereof, shall be invested in such investments as the Board of Trustees may decide or be deposited in any account with a banking company to which the Banking Regulation Act, 1949, applies, including any bank or banking institutions referred to in Section 51 of that Act.

17) This Trust is irrevocable.

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IN WITNESS WHEREOF the parties hereto have signed this deed on the day and year first above-mentioned.

WITNESSES:

1) P. S. Zamaiah
29, Temple Road
Madras-10

2) A. Z. Subramanian
12-C Halls Rd.
Madras-10

M. Ct. Muthiah
(M. Ct. Muthiah)

M. Ct. Pethachi
(M. Ct. Pethachi)

F. B. Pithavadian
(F. B. Pithavadian)

C. Ramakrishna
(C. Ramakrishna)

T. M. Srinivasan
(T. M. Srinivasan)

SETTLORS

BOARD
OF
TRUSTEES

CERTIFIED TRUE COPY

[Signature]

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(Handwritten signature)

