



தமிழ்நாடு தமில்நாடு TAMILNADU

King of Kings Educational Charitable Trust

சாட்சி எண்: 19348

சாட்சி எண்: 19348

TUTICORIN

27 APR 2009

தமிழ்

சாட்சி எண்: 19348

DOCUMENT

No. / Year 171 / 09

Page: Total:

No: 1 Pages: 18

TRUST DEED

This Deed of trust made on this 27th day of April 2009 by C. Kingston

Paul Manickam, [Voter Identity Card No. UPG 0022954], S/o. Mr.

V.Chinnathambi Nadar, residing at D.No. 111/33/I/4, State Bank Colony,

Tuticorin (herein after called the founder) and Mrs Vijayalakshmi [BUS 2024289]
w/o C. Kingston Paul Manickam (here in after called the Trustee)

Doth Run as follows;

Whereas out of earnest desire to do educational service for the development

of the society, the founder hereby donate a sum of Rs. 1000/- to the Trust

C. Kingston

G. V. L.

171/W/09.

Document No: 18 of Book
Contains 17 sheets.

DOCUMENT
No. / Year (71/09
Page: Total:
No: 18 Pages: 18

Joint Sub Registrar

Presented in the office of the District Register of
Thoothukudi and Fee of Rs. 10 + 100 Paid
between the hours of 3 PM and 4 PM
on the 27th APRIL 2009 by

E. Kingston. S/o Chinnathambi
Nadar 111/33/I/4
State Bank Colony Tuticorin.



Joint Sub-Registrar

Execution Admitted by Left Thumb Thoothukudi.



E. Kingston. S/o Chinnathambi Nadar 111/33/I/4
State Bank Colony Tuticorin. For
identification Election I.D. Card NO UPG 2002
is verified.

Execution Admitted by Left Thumb



G. V. w/o Kingston Paul Marickan. 111/33/I/4
State Bank Colony Tuticorin For identification
Election I.D. Card NO. BVS 2024 289 is verified.

Identified by

S. Gopalakrishnan S/o Pichellappan 4/16 Cade Nagar Tuticorin.
S. Premarathnam. Advocates 11 Sdammuthur North Tuticorin-2

27th day of APRIL 2009



Registered as No. 171 of 2009
27th day of APRIL 2009

Joint Sub Registrar
ச. கிருஷ்ணமூர்த்தி



Joint Sub-Registrar-I
Tuticorin
ச. கிருஷ்ணமூர்த்தி



தமிழ்நாடு தமிழ்நாடு TAMILNADU

King of Kings Educational Charitable Trust

F 753314

LIC No. 33-1997, 25.04.09

15 JAN
NO. 1100001

DOCUMENT
No. / Year 171/09
Pages: 2 Total: 18

27 APR 2009

சமீப
புள்ளி: 19349

-2-

which shall be the Corpus Amount and creates this trust under the following conditions:-

And whereas the Trustees mentioned hereinafter have individually and collectively assented and agreed to act as the Trustees for the fulfilment and achievement of the objects of the said Charitable Trust according to the wishes and directions of the founder set forth here under.

E. Kingston

G.V.L.



தமிழ்நாடு தமிழ்நாடு TAMILNADU
King of Kings Educational Charitable Trust
TUTICORIN
F 753315
19350
15 JAN
180000

DOCUMENT
No. / Year 171/09
Total:
3 Pages: 18
2

-3-

1. Name of the Trust:

King of Kings Educational Charitable Trust.

2. The office of the trust shall be at a rented building

No. 4/16, Coats Nagar, Tuticorin

The office may be shifted to any other place as may be found convenient for administrative purpose.

3. This Trust is irrevocable one

P. Kingston

G. V. L.



தமிழ்நாடு தமில்நாடு TAMILNADU

King of Kings Educational Charitable Trust
TAMILNADU

F 753316

1.5 JAN
HUKUJI

DOCUMENT
No / Year 17/09
Total:
A Pages: 18

தமிழ்நாடு எண்: 19351

-4-

The object of the Trust shall be:

- (i) to establish, promote, set-up, run, maintain, assist, finance support and/or aid to or help in the setting other institutions orphanages, widow homes, lunatic asylums, poor houses or other establishments for relief and/or help to the poor, old and infirm people and/or destitute.
- (ii) To give, provide, render help and assistance in cash or kind to poor, destitute people widows, etc.

e Kingstr.

G.V.L.



தமிழ்நாடு தமில்நாடு TAMILNADU

King of Kings Educational Charitable Trust
TUTICORIN

F 753317

19352

1.5 JAN
TUTICORIN

DOCUMENT
No. / Year 171/09
Page: Total:
No: 5 Pages: 8

-5-

- (iii) To give, provide, render help and assistance to implement any scheme for providing livelihood and upliftment of the poor.
- (iv) To give, provide, render food, medicine and other help, assistance in any shape or form to the poor deserving and needy persons.
- (v) To open found, establish, promote, set-up, run, maintain, assist, finance, support, aid or help in the setting up, maintaining

E. Kugster

G. V. L.



தமிழ்நாடு தமிழ்நாடு TAMILNADU

King of Kings Educational Charitable Trust
TUTKORIN

F 753318

15 JAN 2009
HUKUM

DOCUMENT
No. / Year 171/09
Page: 6 Total Pages: 18
No: 2

19353

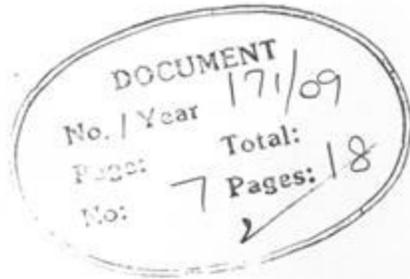
-6-

running schools, colleges, lecture halls and other establishments or institutions for advancement of education and of knowledge in arts, science, literature, humanities and all other useful subjects in all their manifestations.

- (vi) To open, found, establish, promote, set-up, run maintain, assist, finance, support, aid or help in the setting up, maintaining, running hospitals, boarding houses, libraries, reading rooms, gymnasium and other training and vocational institutes.

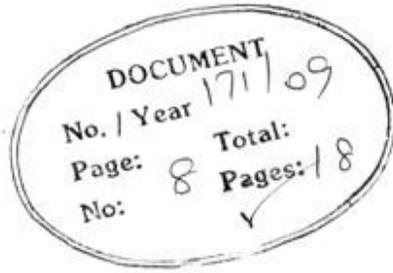
e Kingston

G.V.L.



-7-

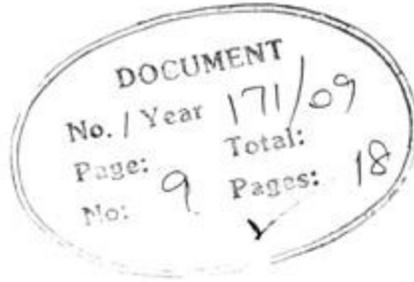
- (vii) To promote, advance and encourage, aid in helping, promoting, advancing and encouraging primary, secondary and higher education including technical and medical education also physical training, training of handicrafts, fine art and other useful arts, crafts among the public.
 - (viii) To foster 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.
 - (ix) To publish books pamphlets periodicals and newspapers in India or outside for the spread and advancement of education and culture.
4. The financial year of the trust shall end on 31st March every year provided that the Board of Trustees shall be at liberty to change the same from time to time if they so deem it fit and proper.
 5. The trustees shall from time to time after meeting the expenses of and incidental to the management of the Trust properties and of the Trust decide the particular object or objects for which the income or corpus of the Trust Fund or Properties for the time being available shall be



-8-

or trust (including the settlor or the trustee or any of them) for the furtherance of the objects of the trust or for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the objects of the trust. The trustees may also take over the management of any other charitable or public institutions on such terms as they think fit and may manage such institutions.

7. The author of the Trust Mr. Kingston Paul Manickam shall be the first Managing Trustee and he shall hold the office for life. After his demise his wife **Mrs. Vijayalakshmi [Voter Identity Card No. BVS 2024289]** shall become the Managing Trustee automatically. Thereafter the Managing Trustee shall appoint one of the Trustees as the Managing Trustee.
8. The first trustees and office bearers shall be as follows:-
 1. **Mr. Kingston Paul Manickam**, Founder Trustee
 2. **Mrs. K. Vijayalakshmi**, Trustee
9. The Board of Trustees shall comprise of Trustees mentioned in this indenture and every other person who may hereafter be appointed as Trustee. The number of Trustees shall not exceed 5 at any time.



-9-

be discharged from the Trust and communicate his resignation to the Managing Trustee.

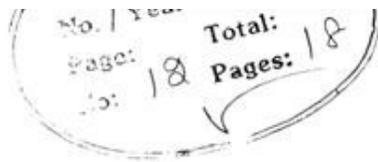
11. All the first Trustee mentioned in clause No. 8 shall hold office for life.
12. The Managing Trustee shall have power to remove any trustee from office at his discretion. In this regard his decision shall be final and binding and shall not be called in question in any court of law. He shall also have the power to appoint or re-appoint any person as Trustee (Subject to the ceiling of the total number of trustees) for such period on such terms and conditions, as he may think fit to impose.
13. The Board of Trustees shall have power:-
 - i. To purchase or acquire by lease or in any other manner any movable and immovable property of any kind, considered by the Trustees to be useful for the objects of the Trust.
 - ii. To sell, lease, alienate, mortgage, change, pledge, hypothecate or otherwise dealtwith the properties of the Trust as the Board may deem fit.
 - iii. To enter into contracts with any person or body for any purpose, which are beneficial to the Trust.

Page: No: 10 Total: Pages: 18

-10-

- v. To borrow any monies from any person, firm, company, bank, Government or body, for any of the purpose of the Trust on such terms as the Trustees may deem fit and with or without furnishing securities and mortgage the property or assets of the Trust to secure the repayment of any money so borrowed.
 - vi. To do all acts and deeds or things which are lawful, necessary, incidental and conducive to the attainment of the objects of the Trust.
14. The Managing Trustee shall be the Chief Executive Officer and shall be incharge of day-to-day affairs of the Trust.
15. The Managing Trustee shall have the power:
- i. To draw, make, accept, endorse, discount, negotiate, execute and encash cheques and bills of exchange and other negotiable instruments. He is entitled to initiate, prosecute, defend, compromise, refer to arbitration abandon all suits and legal proceedings for and on behalf of the Trust and to receive service of summons and processes for and on behalf of the Trust and to sign pleadings, complaints, vakalats, statements and affidavits for and on behalf of the Trust in respect of any proceedings before any court or other authority.

- ii. To discharge all the statutory obligations including filing of Income – Tax returns etc., if necessary, and represents the Trust in all proceedings including courts of law.
 - iii. To employ persons necessary or useful for carrying out the objects of the Trust on such terms and conditions, as he may deem fit.
 - iv. To remove any employee of the Trust.
 - v. To delegate, his power and authority in respect of the administrations of the Trust to any trustee for a temporary period.
 - vi. To operate the bank accounts of the trust and draw cheques thereon individually
16. The Board of Trustees shall at its Annual General Meeting consider and approve the annual accounts, budget proposal, annual report and matters brought before it by any Trustee.
17. In addition to the Annual General Meeting, the board may meet from time to time. The meeting shall be convened by the Managing Trustee.
18. The Board shall transact any business that may be specified in the AGENDA or otherwise agreed by the Board of Trustee.
19. Two Members of the Board personally present at the meeting shall constitute QUORUM.
20. The Managing Trustee shall preside over the Board Meetings including



-12-

21. Every action taken by the board of Trustees shall be by a simple majority of the members present and voting. In the event of an equal division of votes, the Chairman of the Board of Trustees shall have a casting vote in addition to his vote as Trustee.

22. Any resolution in writing signed by all the Trustees shall be binding on the Board as it has been passed at a meeting of the Board of Trustees.

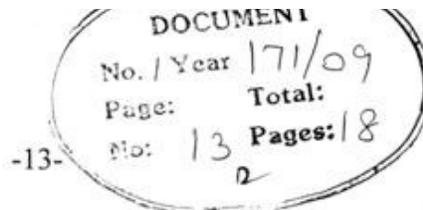
23. Audit Accounts

a. Unless the receipts of the trust exceed Rs. 50,000/- (Rupees fifty thousand only) per annum, the accounts of the trust shall be audited internally by any trustee other than the chairman and Managing Trustee and the board of Trustees may approve or adopt the report of such trustee.

b. Where the receipts of the trust exceed Rs. 50,000/- (Rupees Fifty thousand only) per annum, the accounts shall be audited by any Auditor appointed by the Board of Trustees.

c. The accounts of the trust shall be audited by a qualified chartered Accountant who shall prepare the audit report along with the annexure thereto and handover the same to the board of trustees.

24. Regular and correct account of the Trust, its funds, receipts and expenditure shall be maintained. The Trustees shall appoint a Chartered Accountant to audit the accounts of the Trust and fix his remuneration.



And the audited statement of accounts shall be placed before the Board of Trustees, for its consideration and approval.

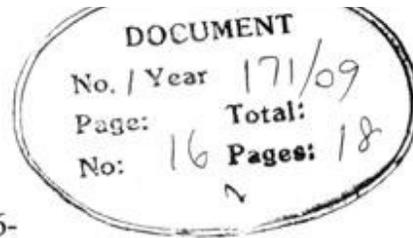
25. The Board of Trustees is empowered to alter or amend the Trust deeds as may be required from time to time. But the said powers given to them would never be extended to alter the basic character of the Trust.
26. Any vacancy in the Board of Trustees or any irregularity in the appointment of any of the Trustee, shall not invalidate any act or decision of the Board of Trustees.
27. At present, there is no immovable or movable assets in the name of the Trust except the initial contribution of Rs. 1000/- made by Founder of the Trust.
28. All the activities of the Trust shall be carried out without profit motive.
29. The trustees shall be at liberty to sell such portion or portions of the movable or immovable properties forming part of the Trust Estate either by public auction or by private contract at such price or prices and in such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and to rescind or vary any contract for the sale thereof and to resell the same without being answerable for any loss occasioned thereby and to execute all conveyances or other assurances and to pass valid and effectual receipts and discharges for all moneys received by them.

30. The trustees may pay all charges and outgoings payable in respect of any immovable property for the time being forming part of the Trust Fund and may carry out repairs 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 incidental to the administration and management of the Trust Estate and the properties for the time being belonging to the trust as they may in their absolute discretion think fit.
31. To invest the monies of the Trust not immediately required in such investments as are in accordance with provisions of Section 11 (5) read with section 13 (1) (d) of the Income Tax Act 1961.
32. All Income and funds of the Trust shall be utilized solely towards fulfilling of the trust and no portion of it shall be disturbed among the trustees by way of dividend, share or profit.
33. All the properties of the trust when acquired whether movable or immovable shall at all times stand vested in the trust.
34. The trustees may manage or supervise the management of any lands, and premises for the time being comprised in the Trust Estate or any part thereof with power to erect, pull down, re-build, add to, alter and repair buildings and to build drains and make roads and fences and otherwise to improve and develop and to insure houses and buildings against loss or damage by fire other risks or to let, lease, make

-15-

allowances to and arrangements with tenants and generally to deal with the said lands, hereditaments and premises as they may deem fit in their absolute discretion.

35. The trustees may appoint Secretaries, Managers, Lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors or other employees for the purpose of management and supervision of the Trust Estate.
36. The trustees shall have full power to compromise or compound all actions, suits, and other proceedings and settle differences and disputes touching the Trust Estate and/or the Trust properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating to the Trust Estate and/or the Trust Properties and to do all other acts and things fully and effectually without being liable or answerable for any bona fide loss occasioned thereby.
37. The trustees may join, co-operate and amalgamate the trusts created by these presents or any portion thereof with any trust or institution having allied and or similar objects upon such terms as they may in their absolute discretion think fit.
38. The trustees may from time to time frame schemes and rules and regulations to carry out the objects of the trust and for managing the affairs of the trust and otherwise for giving effect to the objects and purpose of the trust and to vary the same from time to time as the



-16-

39. The trustees may reimburse themselves and pay discharge out of the Trust Fund all expenses incurred by them in or about the execution of the trust or any of their duties under these presents including traveling expenses, but will not be entitled to any remuneration.

40. Any trustee may retire at any time without assigning any reason and without being responsible for any costs occasioned by such retirement.

41. A person shall cease to be a trustee in any of the following events:

- i. if he dies: or
- ii. if he becomes bankrupt; or
- iii. if he becomes insane or otherwise become incapable to act; or
- iv. if he resigns his office.

42. On a new or additional trustee being appointed and on his signifying his acceptance in writing to the effect of his accepting the appointment, the Trust Property shall automatically vest in him along with the other trustees for the time being and he will be entitled to carry out of all the duties and function of a trustee without any other deed or writing.

43. Winding Up

- a. The Board of trustees decide that no useful purpose will be served by the continuation of the trust, it shall be open to such board of

- b. In the event of such dissolution or winding up of the trust, the assets and properties of the trust or any part thereof shall not be appropriated by or distributed among the trustees or the staff of the trust or their relatives.
- c. In such event of dissolution or winding up of the trust, the assets and properties of the trust shall be disbursed, transferred and assigned to like minded charitable intuitions or it may be given to any other non – profitable and charitable trust or association having objects similar to this trust, as may be decided by the Board of Trustees.

44. The Managing Trustee shall be entitled to sue in the name of the trust and may similarly be sued in the name of the trust.

45. The author wish to register this deed in Tuticorin Joint I Sub Registrar

Office. The Corpus amount is only movable Property in the Trust. No other movable and immovable Property Nil at Present.

IN WITNESS WHEREOF, THE AUTHOR AND FOUNDER OF THE TRUST, and the Trustees have set their hands and signatures on the day, month and year first written above.

Kingston

Founder & President

G. V. ...

Trustee

Witnesses:

1. *G. ...* S/o P. Chalappen 4/16 Eastonagar Tuticorin
2. *S. Premarath* Advocate 111, Shanmugapuram North Tuticorin-2

Drafted by:

Mr. N. Selvaraj B.Sc., B.L., Advocate, 111. Shanmugapuram North, Tuticorin-2