

**THE GANDHIGRAM INSTITUTE OF RURAL HEALTH AND
FAMILY WELFARE TRUST**



TRUST DEED

Ambathurai R.S., Gandhigram Post

**Dindigul District - 624 302,
Tamil Nadu,
India.**

**TRUST DEED OF
THE GANDHIGRAM INSTITUTE OF RURAL HEALTH AND FAMILY WELFARE TRUST**

THIS DEED OF DECLARATION for Public Charitable Trust made this Fifteenth day of October 1980 by

- (1) Dr.(Mrs) T.S. Soundram, Chairman,
The Gandhigram Institute of Rural Health and Family Planning,
Gandhigram.
- (2) Sri.V. Padmanabhan,
Managing Trustee, Gandhigram Trust,
Gandhigram PO, Madurai District,
Tamil Nadu - 624 302.
- (3) Dr.L. Ramachandran,
Director & Member Secretary of the Governing Council,
The Gandhigram Institute of Rural Health and Family Planning,
PO. Ambathurai RS., Madurai District,
Tamil Nadu - 624 309

hereinafter called the TRUSTEES.

WHEREAS the Gandhigram Institute of Rural Health and Family Planning, a society registered under the Societies Registration Act, having its office at Soundram Nagar, Post Ambathurai RS., Dindigul Taluk, Madurai District has been helping in the Health and Family Welfare Programmes and other programmes relevant to the Health and Welfare of the people through research on the problem of programme implementation, the demonstration of improved field service programmes and organisation of training courses for various types of Health and Family Welfare Workers and members of the faculties of other Health and Family Welfare Training Centres;

WHEREAS the objects and functions and activities of the said Society have always been in the nature of a Public Charitable Trust;

WHEREAS the Governing Council of the Society at its meeting held on 10.01.1979 had adopted a special resolution by more than 2/3rd vote majority to dissolve itself and to form itself into a Public Charitable Trust with the objects of carrying on the same functions of the said Society and authorized the Trustees hereunder to do all acts, deeds and things necessary to execute and get registered a deed of declaration of Trust with the following terms and conditions of the Trust hereunder contained.

WHEREAS the Trustees hereunder are holding the properties and assets more fully described in the schedules hereunder as Trustees for the purposes of the Trust.

WHEREAS the said obligation of the Trust has all along been acted upon.

WHEREAS it has been considered expedient to declare the Charitable Trust and its objects.

WHEREAS it is considered expedient and necessary to restate the terms of the Trust in writing.

NOW THIS DEED OF DECLARATION OF TRUST WITNESSETH:

1. The Trust shall be known as the Gandhigram Institute of Rural Health and Family Welfare Trust, hereafter called the Trust.
2. The properties more fully described in the Schedule hereunder and standing in the name of the Society namely The Gandhigram Institute of Rural Health and Family Planning shall be held in Trust in the name of The Gandhigram Institute of Rural Health and Family Welfare Trust together with such other assets or assets which may be acquired by the Trust for the objects hereunder set out.
3. The Trust shall receive from any source whatsoever and hold any funds, properties and assets, which shall hereafter, belong to the Trust and form part of the Trust property to be used for the purposes of "The Gandhigram Institute of Rural Health and Family welfare Trust" herein below set out.
4. The objects of the Trust shall be:
 - (a) To help in the Health and Family Welfare Programmes and other Programmes relevant to the Health and Welfare of the people through research on problems of Programme Implementation, the demonstration of improved field service programmes and the Organisation of training courses for various types of Health and Family Welfare workers and members of the faculties of other Health and Family Welfare Training Centres and to carry out other Community and Social Welfare Programmes and Training;
 - (b) To organize and set up any other research, training and demonstration projects in the fields of Public Health and Family Welfare and other Community and Social Welfare Programme, as may be decided upon by the Board of Trustees either by itself or in collaboration with other Institutions/Trusts in and outside India;

5. The Trust may acquire, purchase, hold, take on lease or hire any property, buildings, lands, securities, and any other movable or immovable properties to be used for the purposes mentioned in the above objects and sell, mortgage, pledge, let on lease or hire or otherwise dispose of the above said properties of the Trust movable or immovable for the advancement of the objects of the Trust. **(Amended as per the resolution passed in the special Meeting held on 06.01.1983. Amendment registered at Sub-Registers Office, Chinnalapatti - registered as No.854 of 1988 of Book I, Volume 149, pages 129 to 132 on 31st day of August 1988).**
6. The Trust may do all other lawful things as are incidental or conducive to the attainment of the objects of the Trust;
7. The Trust shall open account with Banks and operate thereon;
8. The Trust may do all deeds, acts and things necessary or useful for the furtherance of the objects of the Trust;
9. The Registered Office of the Trust shall be located in Soundram Nagar, PO Ambathurai RS. Madurai District Tamil Nadu 624 309 or such other place or places as may be decided.

10. TRUST BOARD

(a) The First Board of Trustees shall be the following Sixteen Members and one nominee each from the Ministry of Health & Family Welfare, Govt. India and from the Govt. of Tamil Nadu.

1. Dr.(Mrs)T.S. Soundram, Chairman,
The Gandhigram Institute of Rural Health and Family Planning,
PO: Ambathurai RS., Madurai District. Tamil Nadu-624 309.
2. Dr.V.K.R.V. Rao, "Dayanidhi"
26-A, Main, IV 'T' Block, Jayanagar, Bangalore 560 011.
3. Sri.R. Venkataraman, (Trustee on leave)
Labour Law Journal, 1/174, Royapettah High Road,
Madras - 600 014.
4. Smt.Maragatham Chandrasekar,
8, Ashoka Road, New Delhi - 110 001.

5. Dr.S.G. Srikantia,
Ex-Director, National Institute of Nutrition, Hyderabad - 7.
6. The Principal,
Sri Avinashilingam Home Science College for Women,
Coimbatore - 641 011. Tamil Nadu.
7. Dr.K.A.Krishnamurthy
Director and Superintendent,
Institute of Child Health and Hospital for Children,
Madras - 600 008.
8. The Vice-Chancellor (Ex-Officio)
The Gandhigram Rural Institute (Deemed University),
Gandhigram PO, Madurai District, Tamil Nadu - 624 302. **(Ex-Officio)**
9. The Director
International Institute of Population Studies,
Govandi Station Road, Deonar,
Bombay - 400 088. **(Ex-Officio)**
10. Director - General
Indian Council of Medical Research,
Ansari Nagar, New Delhi - 16.
11. Dr.(Miss) A.B. Marikar,
Former Director of Health Services and Family Planning (Tamil Nadu),
"Chiragh" 8/2 Montieith Road, Egmore, Madras - 600 008.
12. The Managing Trustee
Gandhigram Trust, Gandhigram PO,
Madurai District, Tamil Nadu - 624 309. **(Ex-Officio)**
13. The Chief Medical Officer
Gandhigram Kasturba Hospital,
PO Ambathurai RS. Madurai District, Tamil Nadu-624 309 **(Ex-Officio)**
14. The Director of Health Services
Trivandrum, Kerala. **(Ex-Officio)**
15. Dr.C. Gopalan
The Nutrition Foundation of India,
B-37 Gulnohar Park, New Delhi - 110 041.
16. The Director
The Gandhigram Institute of Rural Health and Family Planning,
PO: Ambathurai RS.,
Madurai District. Tamil Nadu-624 309. **(Ex-Officio)**

(b) The number of Trustees shall not be more than 20.

(c) Dr. (Mrs) T.S. Soundram shall be the first Chairman of the Trust for life.

- (d) The Director of the Gandhigram Institute of Rural Health and Family Welfare Trust shall be one of the Trustees and be the Secretary to the Trust.
- (e) Trustees other than the Chairman, Director and the Representatives of the Government of Tamil Nadu, Government of India in the Board of Trustees shall hold office for a period of five years and as near as may be one third of the Trustees shall retire every year by rotation. However, they are eligible for reappointment as Trustees in the Board of Trustees;
- (f) Casual vacancies in the Board of Trustees shall be filled up by the Board of Trustees for the unexpired part of the term of the Trustee causing the vacancy;
- (g) Should any vacancy arise in the office of the Chairman, the remaining Trustees shall elect by the majority a Chairman on such terms and for such periods as may be specified by a Resolution of the Board of Trustees;
- (h) The quorum for any Board of Trustees meeting shall be 1/3rd of the existing strength of the Board. Vacancy or vacancies in the board of Trustees shall not invalidate any of the proceedings of the Board of Trustees. The Board of Trustees shall meet as often as necessary and at least twice a year at the Registered Office of the Trust or at such place as they may decide. Any business requiring urgent approval by the Board of Trustees shall be circulated among the Trustees and their approval obtained by correspondence.

11. PROPERTIES VESTED IN THE TRUSTEES

- A. It is hereby declared that the properties described in schedule hereto as also the articles of furniture, laboratory equipment, vehicles, library books, funds endowment and other movable articles of the Gandhigram Institute of Rural Health and Family Planning together with liabilities and assets, shall vest in the Trust.
- B. The Trustees shall, from and out of the income realized from these properties and from other such endowments and from the Government Grants and from any other sources which they may get expend such sum or sums of money, as they may deem 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 Trust and in particular pay the salaries and allowances of all staff and servants, purchase books, equipment and furniture, pay management contribution for the Provident Fund of the staff, Gratuity, Pension etc., award prizes or scholarships to the students and incur any other items of expenditure relating to the Institutes, if any, under the management of the Trust not herein before specifically mentioned, it being understood that the above enumeration gives no priority to any particular item of expense nor is the same exhaustive;

12. The accounts of the Trust shall be audited every year by a Chartered Accountant. The Audited Accounts of the Trust shall be adopted at a meeting of the Trust called for the purpose.

13. **POWERS AND DUTIES OF THE TRUSTEES**

The following shall be the powers and duties vested into the Trustees of the Trust:

- (a). The Trustees shall be in complete management of the affairs of the Trust and may from time to time make Rules, and By-laws for the conduct of their business.
- (b). Without prejudice to the above said general powers and so as in any way to limit or control these powers, the Trustees shall have powers -
 - i. to receive donations in any form, to purchase or taken 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 or proper;
 - ii. to grant loans or borrow moneys as they may think fit and proper to control and manage the assets of Trust;
 - iii. to sell, purchase, exchange, and deal with any stocks, funds, 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; **(Amended as per the resolution passed in the Special Meeting held on 06.01.1983. Amendment registered at Sub-**

Registrars Office, Chinnalapatti - registered as No.854 of 1988 of Book-I volume 149, pages 129 to 132 on 31st day of August 1988)

- iv. to borrow from time to time such sums of money at such reasonable interest for such period and on such terms with or without security, movable or immovable, as the Trustees may think fit and to secure payment thereof with interest by mortgages or by bond, promissory notes, bills, hundies and other negotiable securities or by issue of debentures;
- v. 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 of positions, affidavits and other documents;
- vi. to appoint such staff for administering the Trust property on such terms as they may decide;
- vii. to open and close accounts in the name of the Trust in any Scheduled Bank, Post Office or in any other financially sound Institutions and to operate such accounts and otherwise deal with the same;
- viii. to insure and keep insured, if deemed expedient, all or any of the buildings and other assets 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 interest of the Trust;
- ix. to delegate to the Director or to other Trustees all or any of the powers, authorities and directions vested in the Trustees and 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 objectives;

- c) No person shall be liable for any breach of Trust committed by the Co-Trustee except for his own act and in respect of any property that he has actually received.

14. CHAIRMAN

Subject to the control of the Board of Trustees, the Chairman will be the head of the Gandhigram Institute of Rural Health and Family Welfare Trust.

15. DIRECTOR

i. The Director who is the Secretary of the Gandhigram Institute of Rural Health and Family Welfare Trust shall be appointed on such terms and conditions as deemed fit by the Board of Trustees. Subject to the control of the Board of Trustees the Director shall be in charge of the entire functions of the Board of Trustees and shall be entitled to act for, on behalf of, and in the name of the Board of Trustees. The Director shall maintain or cause to be maintained all accounts of income from Trust properties, operate Bank Accounts in the name of the Trust and collect funds. The Director is also empowered to borrow on behalf of the Trust within the limits, terms and conditions specified in this behalf by the Board of Trustees. The Director shall represent the Trust in all matters relating to the Trust and may sue or be sued on behalf of the Trust and shall also be competent to take or execute documents on behalf of the Trust provided the execution of such documents does not in any way infringe on the rights vested in the Trustees;

ii. The Director shall have the full authority for carrying out the administration and work of the Institute as its Chief Executive. He shall have the power to appoint staff (technical and non-technical) and other employees needed for carrying out the programmes of the Institute with such powers and duties, and upon such terms as to the duration of office, remuneration or otherwise and at any time to suspend, dismiss or discharge any of them according to the rules laid down for this purpose.

16. ADVISORY COMMITTEE

The Board of Trustees shall appoint an Advisory Committee consisting of technical, managerial and administrative personnel concerned with Health and Family Welfare Programmes and Community and Social Welfare Programs within and outside the Institute.

Director will be the Chairman of the Advisory Committee.

The Advisory Committee shall meet as often as necessary and atleast twice a year. This committee will review the ongoing programmes and activities of the Institute and suggest improvement in the programmes and the areas in which the Institute can take up future programmes.

It will consider managerial and administrative matters, which are necessary for the furtherance of the Institute personnel and management.

The decision of the Advisory committee will be presented by the Chairman of the Advisory Committee to the Board of Trustees for their concurrence from time to time.

17. TERMINATION OF THE OFFICE OF THE TRUSTEESHIP

A Trustee shall cease to hold office as Trustee in the following circumstances:

- a. On being adjudged as insolvent by a court of competent jurisdiction.
- b. By becoming insane or adjudged as a Lunatic under the Indian Lunatic Act:
- c. On being convicted by any Criminal Court for an offence involving moral turpitude;
- d. On voluntarily retiring during the term of office;
- e. By a flux of time for Trusteeship.

18. ALTERATION OF THE RULES AND BYE-LAWS

The Trustees shall be entitled to frame, modify and amend or alter rules and bylaws for the purposes of administering the Trust.

19. This deed of declaration of Trust and the Trust herein declared is irrevocable;

20. The Trust herein declared shall not undertake any activity for profit;

21. Subject as aforesaid, the Trust Deed may be amended by a resolution passed by a majority of not less than two thirds of the Trustees present and voting in a meeting of the Board of Trustees called for the purpose.

THE GANDHIGRAM INSTITUTE OF RURAL HEALTH AND FAMILY WELFARE TRUST DEED

**LANDS BELONGING TO THE GANDHIGRAM INSTITUTE OF
RURAL HEALTH AND FAMILY PLANNING**

Village	Survey No.	Extent		Cost of land	
		Acre	Cent	Rs.	P.
Keelakottai village	151/1	0	92		
Dindigul Taluk	151/2	1	25		
Madurai District	152/1	2	04		
	153	4	80		
	148B1	2	63		
		11	64		
Ambathurai village	116/1	3	63		
Dindigul Taluk	116/2	1	58		
Madurai District	116/3	0	49		
		5	70		
Grand Total (11.64+5.70)		17.34		82,429.00	

**THE GANDHIGRAM INSTITUTE OF RURAL HEALTH AND
FAMILY WELFARE TRUST DEED**

**BUILDINGS BELONGING TO THE GANDHIGRAM INSTITUTE OF RURAL HEALTH AND FAMILY
PLANNING IN LAND SURVEY NOS.148B1, 149B1A, 148B2 SITUATED IN CHINNALAPATTI
SUB.R.D. OF DINDIGUL REGISTRATION DISTRICT**

Sl. No.	Description of the Building	Measurement		No. of Blds.	Total Sq.Mtr.	Built up Value	
		E.W	N.S			Rs.	P.
1.	Administrative Office - R.C.	30.00	8.40	1	252.00	1,28,513.28	
		8.00	48.0	1	384.00		
2.	Guest House-R.C.	25.00	11.00	1	275.00	89,247.96	
3.	Well with motor room	2.30	2.30	1	5.29	12,381.76	
4.	Class room building near Main office with Asbestos roofing	19.00	5.00	1	95.00	25,187.99	
5.	H.F.P.T.C. RC Double storeyed	50.00	50.00	1	2500.00	6,62,609.97	
6.	B2 type Quarters R.C	7.00	13.00	2	182.00	58,050.65	

7.	C1 type Quarters R.C.	11.00	7.70	3	254.10	79,115.00
8.	D type Quarters R.C	10.00	5.00	2	100.00	11,158.76
9.	B type Quarters R.C	13.25	7.60	6	604.72	73,599.37
10.	B type Quarters R.C with Asbestos	12.10	7.20	3	256.20	25,500.00
11.	A type Quarters R.C with Asbestos	15.40	12.10	1	174.52	31,005.46
12.	LHV Mess R.C.with Asbestos	8.10	15.00	1	121.50	11,154.72
13.	C type Quarters. twin & tiled roof	22.20	11.60	11	1416.36	1,27,018.65
14.	B2 type quarters R.C. & tiled roof	10.00	12.10	2	242.00	28,114.70
15.	Bore well with overhead tank	4.00	4.00	1	16.00	40,399.10
16.	Recreation club R.C.+ Asbestos	5.20	28.20	1	146.64	13,713.06
17.	Hostel tiled room (Kalabhavan)	9.00	8.00	1	72.00	6,000.00
18.	DHE hostel Madras Terrace 20 rooms Bath & Latrine	16.0 5.60 17.20 2.20 7.50 1.70 6.50	5.60 49.30 5.60 17.70 5.30 5.40 4.00	1	564.87	83,938.30
19.	Nine Vehicle Garages including Auto shed, tool room etc.,	39.40 7.60	10.50 22.10	1 1	528.46	15,712.59
20.	Workshed tiled roof	11.30	5.30	1	59.89	3,474.31
21.	Vehicle Inspection Ramp	3.50	11.00	1	38.50	6,355.91
22.	Store room for Bldg. Materials	12.0	4.50	1	54.00	5,000.00
23.	Library building R.C.	24.40	6.80	1	165.92	32,729.85

24.	Teaching block tiled roof	9.70	40.00	1	388.00	36,802.63
25.	Store shed for latrine materials	15.00	11.00	1	165.00	4,765.64
26.	<u>Additions & Improvements</u> in all buildings, like latrine, bath room, dining hall, external electrical installations, entrance iron gate, etc.,					43,918.12
Total						16,55,467.78

**THE GANDHIGRAM INSTITUTE OF RURAL HEALTH AND
FAMILY WELFARE TRUST DEED**

ENDOWMENT

Sl.No.	Bank/Institute where deposited	Value	
		Rs.	P.
1.	State Bank of India, Ambathurai	3,00,000.00	
2.	State Bank of India, Ambathurai	2,00,000.00	
3.	Syndicate Bank, Dindigul	1,50,000.00	
4.	Syndicate Bank, Dindigul	1,50,000.00	
5.	Central Bank of India, Dindigul	1,50,000.00	
6.	Canara Bank, Gandhigram	2,00,000.00	
7.	Canara Bank, Chinnalapatti	1,50,000.00	
8.	M/s.Sitalakshmi Mills Ltd., Madurai	3,00,000.00	
Total		16,00,000.00	

THE GANDHIGRAM INSTITUTE OF RURAL HEALTH AND

FAMILY WELFARE TRUST DEED
VALUE OF THE INSTITUTE VEHICLES

		Purchase value Rs. P.	Funds provided by
1.	MDU 9618 Station wagon willys	19,479.67	G.O.I.
2.	MDA 2591 Bus Fargo	55,468.37	G.O.I.
3.	MDA 4067 Ambassador Car	10,000.00	Institute
4.	MDA 1607 Jeep with Trailer MDA 3118	18,320.00	G.O.I.
5.	TNU 1153 Standard - 20 PETROL	34,955.80	G.O.I.
6.	TNA 8287 Standard - 20 DIESEL	56,239.85	I.C.M.R
7.	TNA 1397 Auto	12,100.00	Institute
8.	TNW 8428 Jeep Maheendra	85,244.65	I.C.M.R.
9.	Government Vehicle - TMC 512 (Mini Bus)	50,000.00	Vehicles allotted by the Director of Medical Services & Family Welfare
10.	Government Vehicle - MSL 1365 (Jeep)	25,000.00	
11.	FPAI Vehicle (Bombay) NMD 9844 (Jeep)	58,000.00	Allotted by Family Planning Association of India, Bombay
12.	UNICEF Vehicle MDA 4351 (Bed Ford)	10,000.00	Allotted by UNICEF
13.	" TNU 5687 (Motor Cycle)	5,000.00	
14.	" TNU 4769 (Motor Cycle)	5,000.00	
15.	" TNA 8738 (Standard-20)	58,000.00	
Total		5,02,808.34	

Vehicle mentioned item No.9 to 15 are allotted by Government of India, UNICEF, Family Planning Association of India, Bombay, Director of Medical Services and Family Welfare, Tami Nadu are under possession of GIRH & FP and they may be taken back by them if they desire in a future date.

THE GANDHIGRAM INSTITUTE OF RURAL HEALTH AND
FAMILY WELFARE TRUST DEED
VALUE OF THE FURNITURE, FIXTURES, EQUIPMENT AND BOOKS

	Rs.	P.
1. <u>Furniture and Fixtures</u>		
(Almirahs, Fans, Electrical goods, Tables, Chairs, Racks)	1,17,574.50	
2. <u>Equipment</u>		1,87,444.78
(Lab.articles, A.V.aid articles, Typewriters, Cyclostyle Machine, Calculator, Punching Machine, Sorter Machine, Safety Lockers)		
3. <u>Books</u>		2,00,000.00
TOTAL		<u>5,05,019.28</u>

	Rs.	P.
Value of lands	82,429.00	
Value of Buildings	16,55,467.78	
Value of Endowments	16,00,000.00	
Value of Vehicles	5,02,808.34	
Value of Furniture, Fixtures Equipment's and Books		5,05,019.28
GRAND TOTAL		<u>43,45,724.40</u>

In witness whereof the Trustees aforesaid

- (1) Dr.(Mrs)T.S.Soundram, Chairman, the Gandhigram Institute of Rural Health and Family Planning, PO' Ambathurai RS Madurai District 624 309,
- (2) Sri. V. Padmanabhan, Managing Trustee, Gandhigram Trust, Gandhigram Trust, Gandhigram PO, Madurai District 624302. Tamil Nadu.
- (3) Dr.L.Ramachandran, Director, The Gandhigram Institute of Rural Health and Family Planning, PO Ambathurai RS, Madurai District, Tamil Nadu 624 309

have set their signatures this Fifteenth day of October 1980.

Sd. xxxxxx

Date : 15.10.1980

1. DR.(MRS) T.S.SOUDRAM.

Place : Ambathurai

Sd. xxxxxx

Date : 15.10.1980
Place : Gandhigram

2. SRI.V.PADMANABHAN

Sd. xxxxxx

Date : 15.10.1980
Place : Ambathurai

3. DR.L. RAMACHANDRAN

WITNESSES

<u>Name and Address</u>	<u>Signature</u>	<u>Place and Date</u>
1. L. Visvalingam, Office Superintendent	sd. xxxxx	Ambathurai 15.10.1980
2. N. Lalitha, Upper Division Clerk	Sd. xxxxx	Ambathurai 15.10.1980

Registered as No.816 of 1980 of Book I

Volume 1676 pages 263 to 272

17th October 1980

Sd. xxxxxxxxx

Joint Sub Registrar I Exercising Powers of
District Registrar

The Seal of the Registrar of Dindigul
