

4612715

86 / IV / 2020



കേരളം കേരल KERALA

W 206804

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TRUST DEED

Presented Sunil Vettuvazhiyil Luckose



THIS DEED OF TRUST executed on this 28th day of December 2020

Sunil Vettuvazhiyil Luckose

നമ്പർ 25366 തീയതി 24.12.2020
 വിലയ്ക്ക് One Thousand Only
 അടയ്ക്കൽ Sunil Vettuvazhiyil Luckose.



ഇടയ്ക്കൽ സൂനീൽ വെട്ടുവാഴിയിൽ ലക്ഷോ
 സൂനീൽ വെട്ടുവാഴിയിൽ ലക്ഷോ

86 [IV] 2020





Presented in the office of the Sub Registrar of Uthara with photographs and finger prints of the buyers seller and the presentant affixed

Under Section 32A at 2: PM and fee of Rs. 5.25/-

Five hundred and ninety five only.

Paid through e-payment on the 28th day of December 2020
By

Sunil vettuvazhiyil Lockwood 
28th day of December 2020


Sub Registrar
V. K. BABY


Execution admitted by


Sunil vettuvazhiyil Lockwood




S/o Lockwood Business, residing at vettuvazhiyil
Ajanur village Bellikotha

Identified By

1. BABU M.V.  s/o. M.V. KRISHNAN Administrator


2. MADIKAI, KAUCHAMPATHI
PRAMOD KUMAR P.  s/o K. GOPALAN NAIR
Bellikotha Ajanur Po

28th day of December 2020 
Sub Registrar
V. K. BABY



Registered as Document No. 86 of 2020
Volume 29 on pages from 01 to 24
Contains 16 Sheets 186 Sheet

2020 Book IV Volume
8 on pages from
245 to 250

28th day of December 2020 
Sub Registrar
V. K. BABY



കേരളം കേരल KERALA

B 765702

2

BY Sunil Vettuvazhiyil Luckose, son of Luckose V P, aged 46 years, Business, residing at Vettuvazhiyil House, Ajanur Village, Opp Panchayath office, Bellikkoth, 671531, Kasargod (hereinafter referred to as the SETTLOR which term wherever the context so requires or admits shall mean and include his legal heirs, successors, executors, administrators and assigns of **ONE PART**

Sunil Vettuvazhiyil Luckose

നമ്പർ 25367 തീയതി 24.12.2020

പിൻപുറം Five Hundred only

Ajanur ഗ്രാമ. Sunil vettuvazhiyil Luckose.

എൻ.ടി.ഒ. സർട്ടിഫിക്കറ്റ് നമ്പർ /
നമ്പർ 25367 തീയതി 24.12.2020



Document No. 167 of 2020 of Book 10
Contains 23 Sheets 24 Sheet



do copy of V K. BABY



കേരളം കേരल KERALA

CV 354069

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IN FAVOR OF

1. Sunil Vettuvazhiyil Luckose son of Luckose V P, aged 46 years and holder of (Indian Passport No. Z2489759), Business, residing at Vettuvazhiyil House, Ajanur Village, Opp Panchayath office, Bellikkoth, 671531, Kasargod

Sunil Vettuvazhiyil Luckose

നമ്പർ 25368 തീയതി 24.12.2020

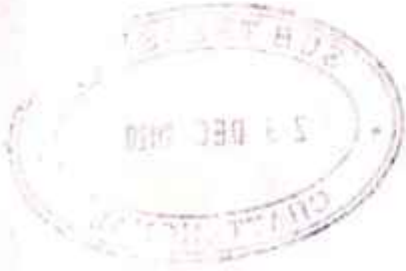
വിലം One Hundred only

Ajanur ഗ്രാമ. Sunil Vettuvazhiyil Luckose

ഇല്ല SRO സഹായം വെള്ളം
നാസികളിന് എ ബി



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Contains 101 32 Sheets 32 Sheet



2. Rajesh A, son of Kunhumon A , aged 46 years and holder of (adhar card No.334799758879), Business, residing at A K Nivas, Kanhangad South Village, Near Mathothu Temple, Kanhangad South, 671315, Kasaragod, Kerala

3. Ambily Vijayan Daughter of Vijayan, aged 35 years and holder of (Indian Passport No. R7663987), Electrical Engineer, residing at Siva Vilas, Koovappady Village, Perumbavoor PO, 683544, Ernakulam.

(hereinafter referred to as '**THE TRUSTEES**' which expression wherever the context so requires or admits shall mean and include their legal heirs, successors, executors, administrators and assigns of the **SECOND PART**.)

AND WHEREAS THE SETTLOR above named has settled a sum of Rs.10000/ (Rupees Ten Thousand only) as a fund,

AND WHEREAS THE SETTLOR above named has settled the assets and properties mentioned in the Schedule hereunder,

In favor of the **TRUSTEES** upon Trust with a view to give effect to his desire of creating and establishing a Trust for the purpose of management of The Guardian English School Campus, Alakkode, Periya- Kasaragod District and for undertaking other charitable activities for the benefit the public, for the objects set out in this trust deed and for fulfillment of which, the terms and conditions are more particularly set out hereunder

AND WHEREAS THE TRUSTEES named are willing to accept the office of the Trustees for the purpose of carrying out the wishes of the **SETTLOR** of the Trust under the provisions and directions set forth herein, so as to enable to pursue its vowed objects.

Sunil Vettuvazhiyil Luckose



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1. OBJECTS:

The objects of the Trust are:

1. Management and maintenance of the institution namely The Guardian English School, Alakkode, Periya – Kasaragod for the benefit of the public.
2. Purchase or take on lease any land building or construct and Management of Schools, colleges, education institutions for the benefit of the public.
3. Receive donations, fees, gifts or contributions for generating income for the purpose meeting the objects of the Trust.
4. Providing for grants, scholarships, fellowships and other forms of financial assistance to the needy and deserving students for pursuing education, vocational training, skill development etc.
5. Granting of financial assistance to any educational institution for granting scholarships, prizes, medals, awards for excellence in studies, sports and scientific research, distribution of books and note books for poor and deserving students.
6. Providing for or contributing to education and scientific research and development.
7. Providing relief to the poor and advancing any other object of general public utility.
8. The Trust will not carry out any activities with the intention of earning profit and will perform with service motive only. The Trust shall not carry on any Business with a view to earn profit or directly or indirectly to benefit any of the Trustees or Members and in any such circumstances it will be in accordance with the provisions of Sections 11, 12 and 13 and 80G of Income Tax Act.
9. Activities of the Trust will be carried out only in India.

Sunil Vettuvazhiyil Luckose



THIS DEED WITNESSETH AS FOLLOWS

- 1) The **SETTLOR** above named hereby establishes a Public Charitable Trust by the name of **The Guardian Educational Charitable Trust**, The Guardian English School Campus, Alakkode, Periya- Kasaragod District for the purpose and upon the conditions set forth hereunder
- 2) The **TRUSTEES** named above shall be the first trustees and have given their consent to be appointed as the trustees.
- 3) The **SETTLOR** hereby conveys, transfers and assigns to the **TRUSTEES** the above referred sum of Rs. 10000/- (Rupees Ten Thousands only) as corpus to the **TRUST**, the receipt of which, the **TRUSTEES** do hereby admit and acknowledge
- 4) The **SETTLOR** of the Trust hereby conveys, transfers, assigns to the **TRUSTEES** the assets and properties mentioned in the Schedule hereunder, the possession of which the Trustees hereby admit and acknowledge, to have and to hold the same in trust as corpus of the Trust, to be used by the Trustees to carry out and fulfill the objects of the Trust set forth herein, and the **SETTLOR** of the Trust hereby relinquishes for all time any claim to or interest in the said assets and properties or fund forming the subject matter of the Trust.
- 5) The office of the Trust for the time being shall be at The Guardian English School Campus, Alakkode, Periya- Kasaragod District, with the power given to the Trustees to shift the same to any other place as they may mutually agree upon.
- 6) The **TRUSTEES** do hereby agree that they shall hold and stand possessed of the said trust assets, properties and funds (which expression shall include all investments in cash or kind or in any nature whatsoever into and for which, the said property or a part or parts thereof may from time to time be converted, varied or exchanged) and/ or such investments as may be held by the **TRUSTEES** from time to time in relation to these presents together with all income, profits, additions and accretions thereof, upon trust for the object set out herein with and subject to the provisions and conditions hereinafter contained in these presents.

Sunil Vettuvazhiyil Luckose



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Any vacancy caused by death of any one of the First Trustees, or any vacancy caused by the resignation of any of the Trustees, may be filled up by co-option by the Board of Trustees from the members of the trust Such Trust Board members shall hold office for the remaining period only.

The Managing Trustee with approval from trust board shall have the power to remove a Trustee suffering from physical or mental disability or if he is accused of misfeasance of trust funds or property or misconduct, after satisfying himself on enquiry and such action of the Managing Trustee shall be final.

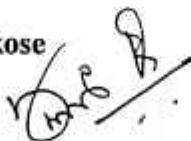
The proceedings of the Board of Trustees shall not in any way be invalidated due to any post or posts remaining vacant. During the time when a vacancy is yet to be filled up, the remaining Trustees shall act as "Full Board", subject to the presence of Quorum in the meetings. Any vacancy in the Board of Trustees or illegality in the appointment of Trustees or their proceedings shall not invalidate any prior act or decision of the Board.

V. TRUST ADMINISTRATION AND POWER TO THE BOARD:

A. The Board of Trustees shall have power to:

1. To administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Board can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust.
2. The income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Settler, or Trustees or their relatives by way of salary, allowances, profit, interest, dividend etc.
3. To open one or more bank accounts and operate the same or provide for operation of the said accounts by any two among them authorized on their behalf.

Sunil Vettuvazhiyil Luckose



d) TREASURER:

The Treasurer will prepare Annual Budget, monthly and yearly expenditure statements get the expenditure audited by auditor duly appointed by the Board of Trustees and place them before the Board of Trustees for approval. The Treasurer is responsible to maintain cash book and prepare vouchers for the payments made, receive contributions, sign acknowledgements for the amounts or articles received by the Trust and prepare monthly and yearly statements of revenue and expenditure, as well as, the register of assets of the Trust and place them before the Board of Trustees for their approval.

The Treasurer is authorized to sign bank cheques, application for drafts and payment instructions jointly with the Managing Trustee and draw money from the bank, upto the limits defined by the Board of Trustees if authorized by the Trust Board Meeting. The Treasurer is responsible for safe custody of cash, bonds, securities etc. of the Trust.

VI. FIRST OFFICE BEARERS

The first Chairman, Managing Trustee, Secretary and Treasurer will be the persons as mentioned below.

Chairman & Managing Trustee : **MR. SUNIL VETTUVAZHIYIL LUCKOSE**

Secretary : **MR. RAJESH .A**

Treasurer: **MS. AMBILY VIJAYAN**

VII. MEETING OF THE BOARD OF TRUSTEES:

The Board of Trustees should meet atleast once in every calendar quarter and may meet more often when required.

1) The meeting of Board of Trustees shall be convened by the Managing Trustee and he shall preside over the meetings. In his absence, the Managing Trustee may authorize the Vice Chairman to be the Chairman of such meetings. In the event the Managing Trustee or Vice Chairman are not able to attend the meeting already convened, any of the Trustees present in the meeting may elect one amongst themselves to be the Chairman of the meeting.

Sunil Vettuvazhiyil Luckose



XIV. APPLICABILITY OF TRUST ACT:

The provisions of the Indian Trust Act 1882 shall apply to all matters not specifically mentioned in these presents.

XV. APPLICATION OF INCOME TAX ACT:

All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

XVI. THIS TRUST IS DECLARED IRREVOCABLE:**XVII. DISSOLUTION:**

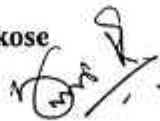
In the event of dissolution of the Trust, the entire Trust funds shall be realized and first be used for payment of liabilities of the Trust. The assets left if any, shall be disbursed to other Trusts or Associations having similar objectives and which enjoys recognition u/s 12A and 80G of Income Tax Act and after obtaining previous approval of Commissioner of Income-tax and in no event it shall be distributed in any manner, to any of the Board of Trustees or their relatives or related concerns.

SCHEDULE

At present, the Trust has no property or assets, either movable or immovable, other than the Trust Fund and the immovable properties, settled by the SETTLOR, as described in the Schedule below:

1. Cash contribution to the Corpus Fund of the Trust of Rupees 10000/- (Rupees Ten Thousand only)

Sunil Vettuvazhiyil Luckose



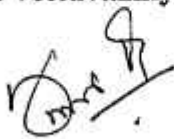
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Contains 16^{4s} Sheets 15^{7b} Sheet




IN WITNESS WHEREOF THE SETTLER here to have set this hand on the day, month, and year first above written.


SIGNATURE OF SETTLOR


Name : **Sunil Vettuvazhiyil Luckose**


Signature: 

Witnesses:

1. Babu M V 
S/o. M.V.Krishnan, Office Administrator, Madikai Village, P.O.Madikai

2. Pramod Kumar P 
S/o.K Gopalan Nair, Teacher, Ajanur Village, Revathy, P.O.Bellikoth

This Document is Prepared and Computer printed by K.Gangadharan Nair,
S/o.Kunhikannan Nair, Residing at Gangayam, Kundamkuzhi  Lincence
No GSB45 GDA63
corrections and Interlineations: Nil

Sunil Vettuvazhiyil Luckose 

Total
 10000
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