

DEED OF TRUST

This deed of trust executed on this the 18th day of January 1999 between Kochuthresia.K.P., D/o Paulose, Housewife, aged 42 (Fourtytwo), Kurissunkal House, Rajakumari Kara, Rajakumari Village, Udumbanchola Taluk, Idukki District (hereinafter called the "Founder" of the one part) and

1) Francis.J.Vattakuzhi, S/o Joseph, Advocate, aged 48(Fourty-eight) Vattakuzhi House, Adimaly Kara, Mannamkandom Village, Devicolam Taluk, Idukki District.

2) Baby S/o Antony, Agriculturist, aged 30(thirty),Thever-kattu House, Rajakumari Kara, Rajakumari Village, Udumbanchola Taluk, Idukki District.

3) Jose Paul S/o Paul, Agriculturist, aged 30(thirty), Kurissunkal House, Rajakumari Kara, Rajakumari Village, Udumbanchola Taluk, Idukki District (hereinafter called the trustees of the other part.

Kochuthresia.K.P. Kochuthresia  
(Founder/Settler)

Francis J  
Adv.Francis.J.Vattakuzhy  
(Trustee)

Baby(Trustee) B. Antony

Jose Paul(Trustee) Jose Paul

Dr. Shula



22/11/99 Rs 100/- Sold to Kochukrishna K.P. s/o  
Kanjikumar C.P. Rajakumar

മി. തിരുവനന്തപുരം  
വെള്ളം തടവില

22/11/99

On this day 25/11/99  
at 12:30 P.M. Cr. the Day 25/11/99  
Dated this 9.9. By.....

Smt. Kochukrishna K.P. Kochukrishna

residing at Kurumbal. Kochukrishna

25th day Jan'y 1999. Sub Register by  
EXECUTION ADMITTED BY M.I.D. Unit

1) Smt. Kochukrishna K.P. Kochukrishna

residing at Kurumbal s/o Paul Kouru s/o  
Rajakumar

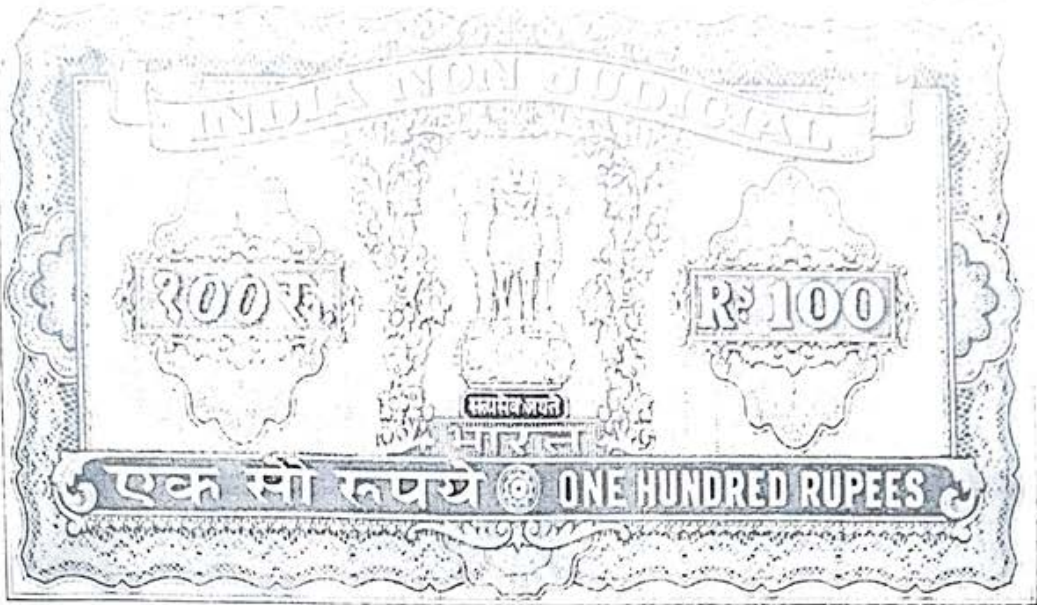
2) residing at Vattakkeruzhi s/o Joseph admas

Admas s/o Francis J. Vattakkeruzhi Admas

3) residing at Thiruvalla s/o Anand Rajakumar

Rajakumar s/o Anand Rajakumar Rajakumar

22/11/99  
Subs. Sheet



: 2 :

Whereas the "Founder" is desirous of endowing a sum of Rs.5,000/- (Rupees Five thousand only) for the purpose of founding a school in the Panchayath of Rajakumari or any other place in Idukki District for the Education of boys and girls in the educative and vocational pursuits.

And whereas the trustees have agreed to carryout the trust herein created.

And whereas with the above aim, the founder (Settler) have decided to register a deed of trust infavour of the second party to start an educational trust with the following terms and conditions.

NOW THIS DEED WITNESSETH:-

1) NAME

The name of the Trust shall be "ST.MARY'S EDUCATIONAL TRUST".

Kochuthresia .K.P. *Kochuthresia*  
(Founder/Settler)

*Francis J. Vattakuzhi*  
Adv. Francis.J.Vattakuzhi  
(Trustee)

*Baby*  
Baby (Trustee)

*Jose Paul*  
Jose Paul (Trustee)





: 3 :

2) REGISTERED OFFICE

The registered office of the Trust shall be at Rajakumari in Idukki District. The trustees are at liberty to change the registered office to any where else in India.

3) TRUST PROPERTY

In order to effectuate the above referred decision, the Settlor have made over to the frustees the sum of Rs.5,000/- (Rupees Five thousand only) to hold the same together with all additions and accretions thereto and all other properties that may be acquired by purchase, lease, gift or otherwise and may hereinafter be the subject matter of the Trust(hereinafter referred to as the Trust Fund) for the objects and on the terms and conditions herein contained, concerning the same for the objects of the Trust.

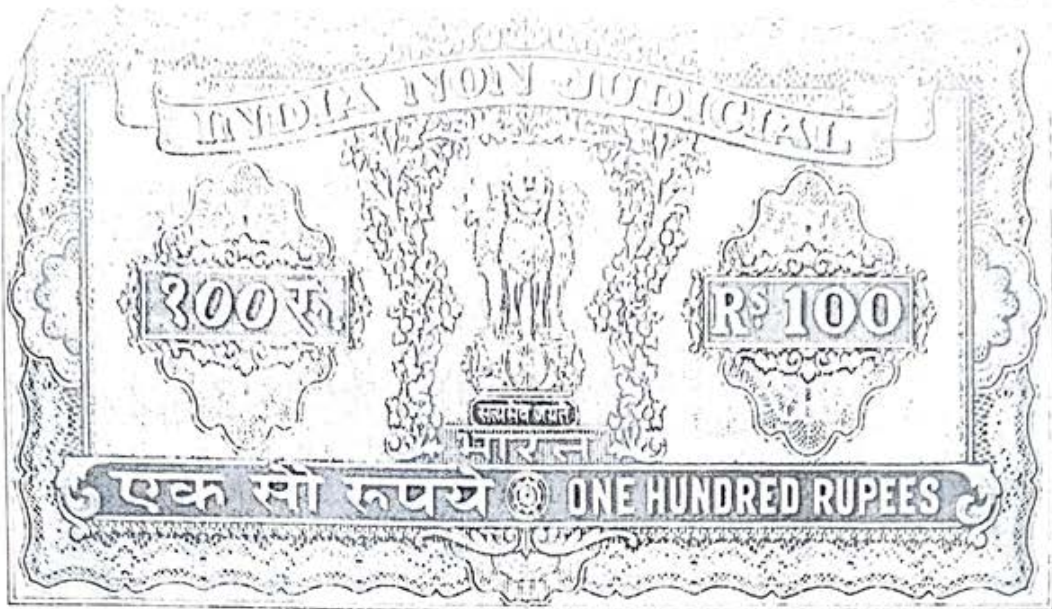
Kochuthresia.K.P. *Kochuthresia*  
(Founder/Settlor)

*Francis J. Vattakuzhy*  
Adv. Francis J. Vattakuzhy  
(Trustee)

*Baby*  
Baby (Trustee)

*Jose Paul*  
Jose Paul (Trustee)





: 4 :

4) OBJECTS OF THE TRUST

The objects for which the trust is established are as follows:-

- a) To give opportunity for the children and youth for proper education on academic side from nursery stage to professional stage.
- b) To start, establish and administer educational institution or institutions for all categories and grades to impart knowledge and to teach boys and girls to develop the skill and talent inherent in them by proper training and coaching or to help them to find suitable job opportunities.
- c) To establish Hostels and Boarding Houses to accommodate the students of the Educational Institutions.

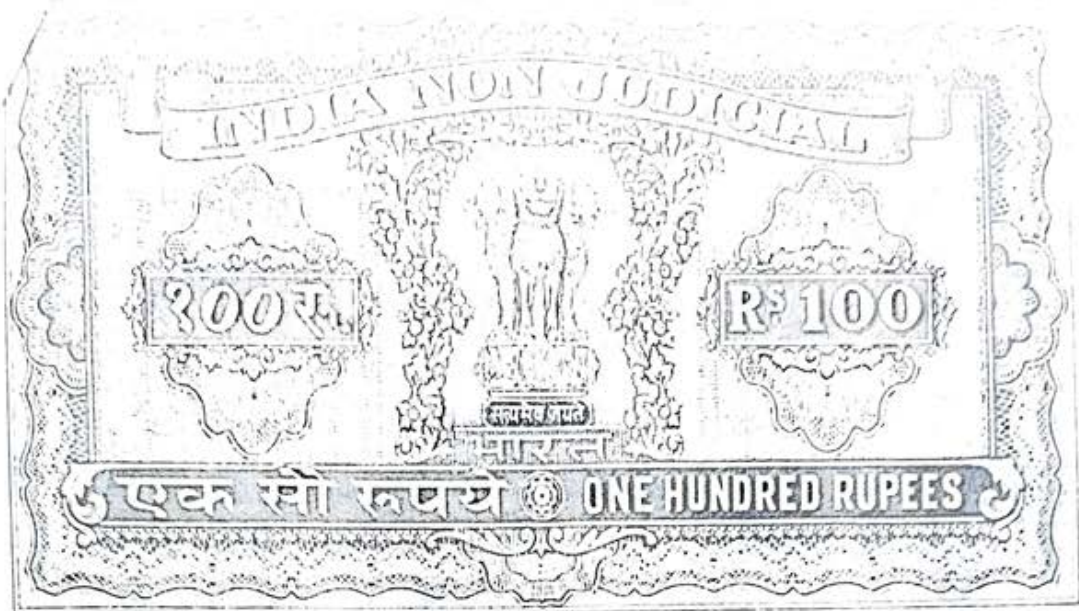
Kochuthresia.K.P.  
(Founder/Settlor)

*Kochuthresia*  
Adv. Francis J. Vattakuzhy  
(Trustee)

*Francis J.*  
*Ba*  
Baby (Trustee)

Jose Paul (Trustee) *Jose Paul*





: 5 :

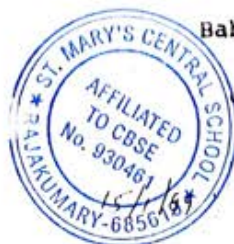
- d) To give covational training to the students and to conduct programmes to conscientise them on their social responsibilities such as to work against menaces of drugs, drinks and smoking.
- e) To establish research and development institutions.
- f) To extend help by cash or in kind to the deserving students or to educational institution of charitable nature.
5. a) BOARD OF TRUSTEES  
The management of the trust shall vest with the board of trustees.
- b) For the time being the second party to this deed shall be the trustees.

Kochuthresia.K.P. *Kochuthresia*  
(Founder/Settlor)

*Francis*  
Adv. Francis.J.Vattakuzhy  
(Trustee)

*Baby*  
Baby(Trustee)

*Jose Paul*  
Jose Paul(Trustee)



- c) The founder shall also be one of the trustees during her life time, who is also called the "Managing Trustee".
- d) The total number of Board of Trustees shall be seven including the founder; within three months from the registration of the trust, the Managing Trustee(Founder) in consultation with other trustees shall nominate three more trustees who are willing to join as Trustees.
- e) In case of any vacancy in the Board of Trustees caused by death, retirement or otherwise, the same shall be filled by nomination by the remaining trustees in the Board.
- f) MANAGING TRUSTEE

The first party Miss.Kochuthresia.K.P. shall be the Managing Trustee and she shall hold office till her death or voluntary retirement. After the retirement, death or incapacity of the founder(Managing Trustee) the successive Managing Trustees shall be elected by the Trustees from among themselves with  $\frac{3}{4}$  majority and their term of office shall be 5 y ars. Such Managing Trustee is elegible for re-election.

g. DIRECTOR

One of the trustee may be elected as Director, in order to look after the day today affairs of the trust.

- h. The members of the Board of Trustees, except the Managing Trustee and Director are not entitled for, any remuneration but all expenses met by them for the Trust shall be

Kochuthresia.K.P.  
(Founder/Settlor)

*K. Kullirussu*

Adv. Francis.J.Vattakuzhy  
(Trustee)

Baby(Trustee)

Jose Paul(Trustee)



*Francis J.*

*Baby*

*Jose*

re-imbursed to them. The Managing Trustee and Director are entitled for remuneration fixed by the Board of Trustees from time to time.

- i) The Board of Trustees shall meet as often as required and shall meet at least once in a Calendar year to consider the annual audited accounts every year. The Director shall serve the notice for meeting in consultations with the Managing Trustee.
- j) The Director shall maintain the minutes of the meeting duly signed by the members of the Board of Trustees present in the meeting.
- k) The meeting of the Board of Trustees shall be presided over by the Managing Trustee and in her absence by a member of the Board nominated by the Managing Trustee.
- l) There shall be 5 days notice for a Board Meeting unless waived by all the parties eligible to get the notice.
- m) The quorum for the Board Meeting shall be 1/3 of total members or 3 whichever is grater.
- n) All the questions at any meeting of the Board of Trustees shall be decided by the majority of members present and voting at the meeting and in the case of equality of vote, the member presiding over the meeting shall have a casting vote.
- o) Decisions may also be taken by the Board over phone or through correspondence provided all the members agree to it.

Kochuthresia.K.P.  
(Founder/Settlor)

*Kochuthresia*

Adv. Francis.J. Vattakuzhy  
(Trustee)

*Francis V.*

Baby (Trustee)

*Baby*

Jose Paul (Trustee)

*Jose Paul*



6. POWERS AND DUTIES OF THE BOARD OF TRUSTEES

All assets and properties of the Trust shall vest with the Board of Trustees and in the name of the Managing Trustees. The Board of Trustees shall have the following powers and duties.

- a) To administer and control the affairs of the Trust, the Trust properties, the institutions, and establishments belonging to the Trust, or under their management.
- b) To solicit funds, receive donations, grants subsidies, scholarships etc. of any kind, towards Corpus or otherwise, with permanent obligations or otherwise, wherether in cash or in kind, or to get re-imbursed the capital and running expenses of the institutions by collecting fees or other contributions from the students or their parents who are capable of paying the same.
- c) To invest the funds of the Trust in any manner they deem fit consistent with the objects of the Trust and in the interest of the Trust.
- d) To incur all kinds of capital and revenue expenditure which will help in attaining any or all of the objects of the Trust, such as acquiring land, constructing building and equipping it giving education and training to the personnels etc. provided any capital investment in land and building shall be subjects to the approval of the majority of the trustees.
- e) To borrow any amount either on pledging the assets of the Trust or otherwise, from individuals, banks, financial

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*Baby*

Jose Paul (Trustee)

*Jose Paul*



institutions or other institutions, with or without interest, for attaining any of the objects of the Trust, subject to the approval of the Settlor.

- f) To acquire, alter, extend demolish any of its assets, movable or immovable and to dispose off the same whenever found necessary in the best interest of the objects of the trust.
- g. To start institutions at any other place or to take up new activities whenever necessary or to take over and manage any institution or activity now carried on by others, as long as it is found to be advantageous to achieve the main objects of the Trust.
- h) To depute the necessary personnel to take care of the various activities of the Trust as found necessary from time to time.
- i) To establish and manage Nursery, Primary and High Schools, Professional Institutions, Technical Institutes, Boarding Houses, Hostels etc. solely for the purpose of education and not for the purpose of profit.
- j) To spend the income earned or the income of the future for any or all of the objects of the Trust, either directly or by contributing to other genuine institutions to be spent for the purposes of the Trust.
- k) To accumulate the income if necessary for attaining the objects of the Trust in future or to set apart the whole or part of the income for the corpus of the Trust Fund for any of the objects of the Trust.

Kochuthresia.K.P. *Kochuthresia*  
(Founder/Settlor)

*Francis J.*  
Adv. Francis J. Vattakuzhy  
(Trustee)

*Be...*  
Baby (Trustee)

*Jose*  
Jose Paul (Trustee)



- 1) Subject to the approval of the Settlor, to join co-operate or amalgamate this Trust, with other similar Trust, or fund or institutions as the Trustees think fit.
- m) In case there is a difference of opinion between the trustees the decision of the majority of the trustees relating to the trust shall be binding and be effectual and shall be carried out.
- n) The Trustees shall in no case be liable for any loss to the trust estate unless the trustees are guilty of fraud.

7. POWERS AND DUTIES OF THE DIRECTOR

Subject to the general control of the Board of Trustees, the Director shall have specific powers and duties mentioned below:-

- a) To work manage, control and supervise the affairs/management of the properties now or hereinafter belonging to the Trust and develop them.
- b) To enter into any contract or agreement for and on behalf of Trust for any of the purpose concerning the routine activities affairs of the Trust, which are beneficial to the interest of the Trust.
- c) To appear and act for and on behalf of the Trust in all legal proceedings before any competent authority.
- d) To appoint and constitute advocate or other attorneys, whenever necessary and to remove them whenever he feels such removal is necessary.

Kochuthresia.K.P.  
(Founder/Settlor)

*Kochuthresia*

Adv. Francis J. Vattakuzhy  
(Trustee)

Baby (Trustee)

Jose Paul (Trustee)



- e) To appoint the necessary personnels in the service of the Trust and fix their remuneration and service conditions and give them training if necessary, and if circumstances warrents, to take disciplinary actions on them, including suspension or dismissal.
- f) To take loans or borrow money, as decided by the Board of Trustees and to execute promissory Notes, bonds or the like for the same and to discharge the same by repayments.
- g) To gather funds towards corpus or otherwise, for the Trust by way of donations or otherwise, from any persons or institutions either in cash or in kind for the purpose of the Trust.
- h) The Director shall sue and be sued for and on behalf of the Trust, provided that the Board of Trustees shall have the power to authorise any of its other members to represent the Board of Trustees in any legal or other proceedings, under special circumstances.
- i) The Director shall exercise and perform such powers and duties as the Board of Trustees may from time to time determine or assign or authorise him to do.
- j) The Director shall do any all acts and deeds and things necessary for the efficient management and administration of the Trust and the properties of the Trust.
- k) The Director shall have the power to delegate his duties and functions to any other members of the Board of Trustees or member of the staff of the Trust, with the consent of the Board of Trustees.

Kochuthresia.K.P.  
(Founder/Settlor)

*Kochuthresia*

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(Trustee)

*Francis J.*

Baby (Trustee)

*Baby*

Jose Paul (Trustee)

*Jose*



8. BANK ACCOUNTS

Bank Accounts shall be opened by the Managing Trustee, in the name of the Trust, or in the name of any of its activities with any Bank, as and when found necessary by the Board and such accounts shall be operated in the manner as directed by the Board of Trustees from time to time.

9. THE ACCOUNTS

The accounts of the Trust shall be closed on 31st March every year and it shall be audited by an auditor appointed by the SETTLOR. The audited statement with the explanations of the Board shall be submitted to the settler within 30th September every year or within the time extend by them.

10. AMENDMENT

Any provision in this deed except the object clause No.4 and Saving Clause No.13 may be amended, annualled or substituted by the Settler if requested by the Board of Trustees and such amendments, alterations etc. shall come into force only if it is approved by the Commissioner of Income Tax.

11. WINDING UP

In the event of the Trust becoming impossible to function in accordance with the provisions of the Trust Deed, the assets of the Trust after discharging of all its debts and liabilities if any shall be transferred to another registered charitable Institution as decided by the Board, with the approval of the Settler and if not it shall vest with Government.

12. SAVINGS CLAUSE

a) This is a Charitable Trust and its activities shall be for the purpose of education and not for the purpose of earning profit.

Kochuthresia, K.P. *Kochuthresia*  
(Founder/Settlor)

*Francis*  
Adv. Francis, J. Vattakuzhy  
(Trustee)

Baby (Trustee) *Baby*

Jose Paul (Trustee) *Jose Paul*



- b) It is expressly declared that no part of the Trust property or its income shall be applied for any purpose, other than charitable purposes, and no part of the income or funds of the institution shall be divided among the members by way of profit.
14. For the purpose of assessing stamp duty the value of the Trust Fund is Rs.5,000/- (Rupees Five thousand only).

IN WITNESS WHEREOF the parties hereto have set their hands to this deed at Adimaly, Mannamkandom Village, within the jurisdiction of Devicolam Sub District, on the day and year first above written and desire to get it registered in the Sub Registry Office Devicolam.

Signed by :

Kochuthressia.K.P.(Founder/Settlor) *Kochuthressia*  
Adv.Francis.J.Vattakuzhy(Trustee) *Francis J*  
Baby (Trustee) *Baby*  
Jose Paul(Trustee) *Jose*

Kochuthressia.K.P.(Founder/Settlor) *Kochuthressia*  
Adv.Francis.J.Vattakuzhy(Trustee) *Francis J*  
Baby (Trustee) *Baby*  
Jose Paul(Trustee) *Jose*



As per the Board of Trustees clause (d), the total number of Board of Trustees shall be seven including the founder. So we decided to take the following persons shall be the remaining three trustees from 10-04-199.

1. Fr. John J. Chatholil,  
s/o Mr. Varkey Joseph,  
Chatholil,  
Kolady.
2. Mr. John K.V,  
Kalembukattu,  
Vazhakulam.
3. Mr. Joseph A.V,  
Arpathanathu,  
Arekuzha.

Baby S/o Antony, aged 30, decided to appoint as Director, in order to look after the day today affairs of the trust. (Board of Trustees clause (g) ).

Signed by:

1. Kochuthressia K.P. (Founder/settlor) *Kochuthressia*
2. Adv. Francis J. Vattakuzhy (Trustee) *Francis J.*
3. Baby (Trustee) *Baby*
4. Jose Paul (Trustee) *Jose*
5. Fr. John J. Chatholil *Fr. John J. Chatholil*
6. Mr. John K.V *John K.V*
7. Mr. Joseph A.V *Joseph A.V*

1. Kochuthressia K.P (Founder/settlor) *Kochuthressia*
2. Adv. Francis J. Vattakuzhy (Trustee) *Francis J.*
3. Baby (Trustee) *Baby*
4. Jose Paul (Trustee) *Jose*
5. Fr. John J. Chatholil *Fr. John J. Chatholil*
6. Mr. John K.V *John K.V*
7. Mr. Joseph A.V *Joseph A.V*

*Joseph A.V*



*Handwritten signature in blue ink*