

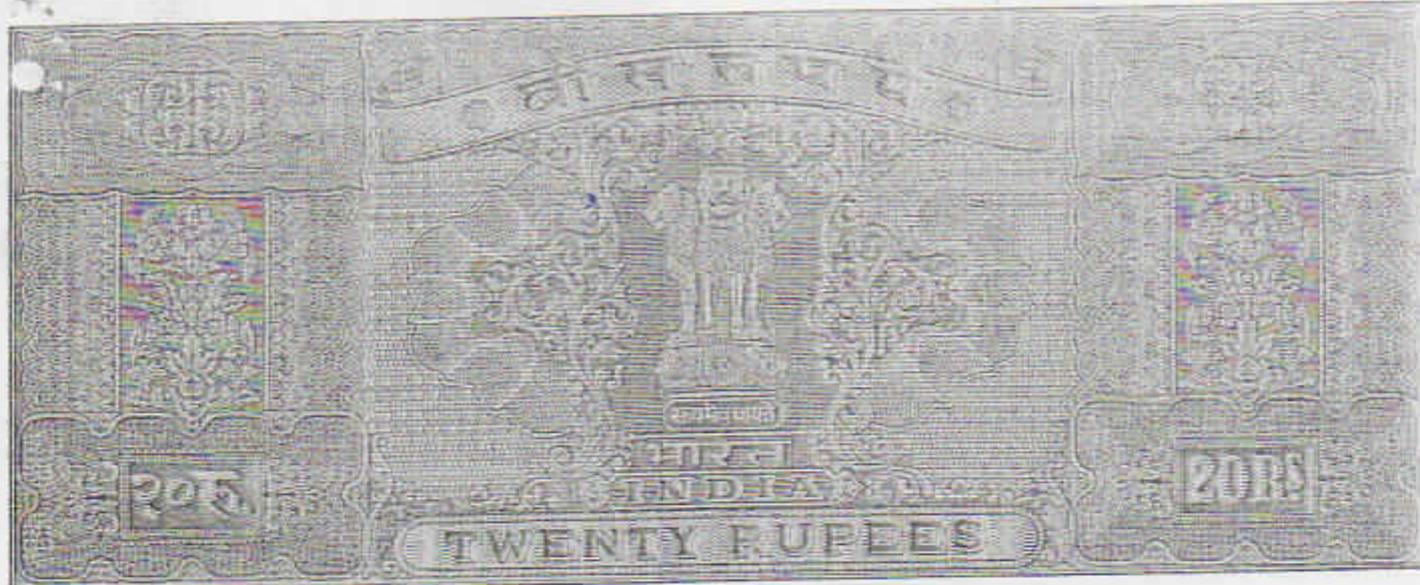


THIS DEED OF TRUST executed on this the First day of July, One thousand Nine hundred and Ninety eight (1/7/1998) BY the ST.MARY'S PROVINCE, KOTHAMANGALAM OF THE CONGREGATION OF SISTERS OF ADORATION OF BLESSED SACRAMENT a religious and charitable institution represented by its present Provincial Rev.Sr.BERTHA S.A.B.S., aged 55 (Fifty five) years, Nun, Daughter of Sri.Mathai Chakkungal, residing at ST.MARY'S PROVINCIAL HOUSE, THODUPUZHA, Thodupuzha Kara, Thodupuzha Village, Thodupuzha Taluk, Idukki District Kerala State, hereinafter referred to as the SETTLER.

S. Bertha S.A.B.S.

Rev.Sr.Bertha S.A.B.S.  
(SETTLER)





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IN FAVOUR OF Rev.Sr.ANCY S.A.B.S., aged 55 (Fifty five) years, Daughter of Sri.Chacko Varkey, Nun, residing at Jai Rani Convent, Thodupuzha, Thodupuzha Kara, Thodupuzha Village, Thodupuzha Taluk, Idukki District, Kerala State, hereinafter referred to as the TRUSTEE OF THE TRUST.

WHEREAS the Settler Institution was established as a new Province of the Congregation of sisters of Adoration of Blessed Sacrament in the year 1961, to undertake the religious and charitable activities envisaged by the Congregation, in a

*Rev. Sr. Bertha S.A.B.S.*

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more effective manner, in the geographical area allotted to it from time to time, by the general chapter of the Congregation, with the help of the members of the Congregation opting to work under the province spending their entire life unselfishly under the vows of poverty, charity and obedience.

AND WHEREAS as a part of their Educational Apostolate, they had decided to establish and conduct an educational institution at Thodupuzha in Idukki District.

AND WHEREAS the settler now feel it better to have a Charitable Trust to render the educational service in a systematic manner, and for that purpose, the council of the Congregation meeting held on 15.05-1998 had authorised Sr. Bertha the Provincial, to execute the Trust Deed, with the following terms and conditions, in favour of Sr. Ancy and to get it registered at Ernakulam.

NOW THIS DEED WITNESSETH:-

1. The Name of the Trust shall be JAI RANI EDUCATION TRUST THODUPUZHA.
2. The Registered Office of the Trust shall be at Thodupuzha. The settler is at liberty to shift the Registered Office to any other place within its ecclesiastical Jurisdiction.

3. TRUST PROPERTY:-

In order to effectuate the above referred decision the Settler has made over to the Trustees the sum of Rs.1,000/- (Rupees One thousand only) to hold the same together with all additions and accretions there to and all other properties that may be acquired out of the same or otherwise and may hereinafter be the subject matter of the Trust

hereinafter expressed with powers and on the terms and conditions herein contained, concerning the same.

4. OBJECTS OF THE TRUST:-

The objects of this Trust is to render educational services solely for philanthropic purposes and not for purposes of profit and that too with special attention to the Christian Minority Community irrespective of Caste, creed and community, but as long as the Constitution of India permits to do so.

The Trust is also authorised to undertake any religious or charitable work or to incur any such expenses to the limited extent, it will be beneficial to, the student community to get enriched their knowledge through practical experience.

5. BOARD OF TRUSTEES:-

- a) For the time being the second party to this Deed Sr.Ancy S.A.B.S. shall be the Sole Trustee.
- b) Within one month Registration of the Deed of Trust the Board of Trust, shall be re-constituted with the nominees of the Settler with members as follows:-
  - i) The Education Councillor of the Settlers, Ex-officio as the President of the Board of Trustees and also as the Manager of the school.
  - ii) The local superior of the Convent which take the initiative to start this educational institution, as the Vice-President and Local Manager.
  - iii) Other members as found necessary by the Settlers from time to time. One among them shall be designated by the Settler as the SECRETARY.
- c) The Settler, is at liberty to withdraw, any of its nominees to the Board of Trustees, and to nominate new member/members, as and when found necessary.



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6. MEETINGS OF THE BOARD:-

- a) The Board of Trustees shall meet as often as required and shall meet atleast once in a calender year and approve the annual accounts and forward it to the Council of the Settlers.
- b) The meeting of the Board of Trustees shall be presided over by the President of the Board of Trustees and in her absence by the Vice-President and in the absence of both, by any one of the Trustees nominated by the President.
- c) There shall be three days notice to the meeting of the Board of Trustees unless it is waived by all the members eligible to get the notice.
- d) Decisions shall be taken on the basis of votes of members attending the meeting in person and exercised by them individually either by show of hands or by Secret bollot as decided by the Chair Person and in case of tug, the chair person can exercise a casting vote additionally.
- e) Decisions may also be taken by circulation, provided all the members agree to it.
- f) The quorum for the meeting shall be one third of total members or three whichever is greater.
- g) The SECRETARY shall serve the notice for the meeting in consultation with the President and he shall be responsible for the maintenance of the minutes book and other records of the meeting.

7. POWERS AND DUTIES OF THE BOARD OF TRUSTEES:-

All the properties of the Trust shall vest with the Board of Trustees and in the name of the President. The Board of Trustees shall have the following powers and duties:-

- a) To apply, get sanction, erect, conduct and administer, educational institutions, and establishments connected with the same or take over and manage any such institution to diffuse knowledge of moral, cultural, academic, or of any a humanitarian value to the people of any age and sex.
- b) To request and receive donations towards corpus or otherwise either in cash or kind or subsidies or grants or other financial assistance of any kind whether returnable or not from individuals, institutions, Central and State Governments, Universities or other government agencies, voluntarily organisations within India or from abroad.
- c) To demand, and receive, to the extent, the laws of the State Permit fees, Deposits, Contributions, Fines, Capital donations etc. to meet the Capital or revenue cost of Education, from the Students, or from their parents.
- d) 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, provided such investment in immovable properties shall be subject to the approval of the Council of the Settlers.
- e) To borrow any amount either on pledging the assets of the Trust or otherwise, from individuals, banks financial institutions or other institutions, with or without interest, for any objects of the Trust with the approval of the Council of the Settlers.
- 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.

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- g) Start new units of the present activities at other places 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 objects of the Trust.
- h) Subjects to the approval of the Council of Settlers to join, co-operate, or amalgamate this Trust, with other Trust, or fund or institutions or other trust or institution with this Trust as the Trustees think fit.

8. POWERS AND DUTIES OF THE MANAGER AND LOCAL MANAGER:-

Subject to the General Control of the Board of Trustees, the LOCAL MANAGER 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 institutions under the Trust and develop them.
- b) To enter into any contract or agreement for and on behalf of the Trust for any of the purpose concerning the routine activities/affairs of the institutions under 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 they feels such removal is necessary.
- e) 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.

Sr Parthiv SRS

- f) To gather funds towards corpus or otherwise, for the Trust by way of donations or fees or otherwise, from any person or institution, either in cash or in kind for the purpose of the Trust.
- g) 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 purpose of the Trust.
- h) To accumulate the income, if necessary, for attaining the objects of the Trust in future and 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, with the approval of the Board of Trustees.
- i) The LOCAL MANAGER shall sue be sued for and on behalf of the Trust, provided that the Board of Trustees shall have the power to authorise any one of its other members to represent the Board of Trustees in any legal or other proceeding, under special circumstances.
- j) The Manager shall exercise and perform such powers and duties as the Board of Trustees may from time to time determine or assign or authorise them to do.
- k) k) To do any and all acts deeds and things necessary for the efficient management and administration of the Trust and other properties of the Trust.
- l) The Manager shall have the power to delegate temporarily their duties and functions to any other members of the Board of Trustees with the consent of the Board of Trustees.
- m) All acts, deeds and things lawfully done by the Manager by virtue of these presents shall be binding on the Trust.

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9. ACCOUNTS:-

- a) The Secretary shall cause to keep proper accounts and records for all the receipts and disbursements of the concerned institutions and activities under the Trust.
- b) The accounts shall be closed on 31st March every year and it shall be audited by a Chartered Accountant appointed by the Settlers.
- c) The audited statement of accounts along with the report of the Board shall be submitted to the Settler before 30th September every year or within the time extended by them.

10. EXECUTIVE COMMITTEE & ADVISORY COMMITTEE:-

- a) The Board of Trustees shall, form an Executive Committee and an Advisory Committee to take care of the academic side of the Trust in the best useful manner, by nominating the members of the Board and others including the teaching staff, parents, laymen etc. as found necessary from time to time.
- b) The Board shall from time to time fix the powers and duties of the two committees, and the manner of conducting the committee meetings.
- c) Both the committees are to assist the Local Manager and the Secretary in achieving the objects of the Trust.

11. POWERS OF THE COUNCIL OF THE SETTLERS:-

The Council of the Settlers shall have the power to depute any person to inspect the accounts and the affairs of the Trust and the institutions under the Trust in the best interest of the beneficiaries and to issue any direction what soever necessary to the Board of Trustees and/or to the Managers/Secretary/Board of Trustees and they shall be bound to accept and act upon such directions.

*Sr Bertha S.A.B.S.*

12. BANK ACCOUNTS:-

The Manager along with the Secretary or with a nominee of the Board from time to time shall open and operate jointly as many bank accounts with any bank, as and when necessary in the name of the Trust, or in the name of the institutions under it.

SECRETARY:-

- a) The Secretary shall be responsible to carry out the decisions of the Board, in consultation with the Manager & Local Manager.
- b) He/She shall co-ordinate the various activities under the Trust, in different places, and shall report about them to the Board from time to time.

13. AMENDMENT & CLARIFICATIONS:-

- a) Any provision in this Deed except this clause and the object clause (Clause No.4) may be amended, annulled or substituted by the Provincial Council of the Settler, at any time provided that such amendments shall come into effect only after getting the approval of the Commissioner of Income Tax, in case the Trust has been given any recognition or registration under the Income Tax Act, 1960.
- b) In case there is any doubt or ambiguity regarding any of the provisions of this Deed of Trust, it shall be referred by the Board of Trustees to the Council of the Settlers and their direction or decision shall be final.

14. DISSOLUTION:-

In the event of the Trust becoming impossible to function in accordance with the provisions of the Trust Deed, the Board shall refer the matter to the Council of the Settler and necessary steps may be taken according to its directions.

*Sr. Beethia SA/BS*

In case the Council, decide to wind up the Trust, the excess assets if any, after closing the liabilities on winding up, shall be transferred to another charitable educational institution as decided by the Board, and if not it will vest with the Government.

15. SAVING CLAUSE:-

It is expressly declared that this is an Educational Charitable Trust and no part of the Trust Property or its income shall be applied for any purpose, other than educational, charitable, purposes as provided in clause (4) of this Deed.

16. The value of the Trust Fund is Rs.1,000/- (Rupees One thousand only).

IN WITNESS WHEREOF Rev.Sr.Bertha S.A.B.S. the Settler have signed this Deed of Trust at Maradu on the day, month and year first above written in the presence of the following witnesses and wish to get it registered in the Sub Registry Office, Maradu.

Sr. Bertha S.A.B.S.  
Rev.Sr.Bertha S.A.B.S.  
(SETTLER)

Witnesses:

1. T.K.Vasukuttan,  
Palackal Court, M.G.Road,  
Ernakulam, Cochin-35.
2. K.Govindankutty Menon,  
Karakkat house, Chittoor Road,  
Ernakulam, Cochin-16.

T. Vasukuttan

K. Govindankutty Menon

This document is typewritten.

Corrections : Nil.

Sr. Bertha S.A.B.S.  
Rev.Sr.Bertha S.A.B.S.  
(SETTLER)