

100Rs.

32/12/2000



THIS DEED OF TRUST executed on this 17th day of February Two Thousand (17/2/2000) By the SANTHOM PROVINCE OF THE SACRED HEART CONGREGATION THAMARASSERY a religious and charitable institution represented by its Present Provincial Rev. Sr. Johnes S. H., aged 54 (Fifty four) Years, daughter of Mr. John Nediapala, Nun, residing at S. H. Provincial House – Asokapuram, Kalathikunnu Kara, Kalathikunnu Village, Kozhikode Taluk, Kozhikode District, Kerala State, hereinafter referred to as the SETTLORS.

IN FAVOUR OF, Rev. Sr. Elsy Augustine S. H., aged 45 (Forty five) Years, Daughter of Mr. Augustine, Nun, residing at Fathima Matha Convent - Tirur, Tirur Kara, Tirur Village, Tirur Taluk, Malappuram District, Kerala State, hereinafter referred to as the TRUSTEES OF THE TRUST.

WHEREAS, the settler institution was established as a Province of the Sacred Heart Congregation on 17/12/1991, to undertake the religious and charitable activities envisaged by the Congregation, in a 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 selflessly under the vows of poverty, charity and obedience.

Sr. Johnes
Sr. Johnes S. H.
(SETTLER).

Sr. Elsy
Sr. Elsy Augustine S. H.
(TRUSTEE)



NO - 37254

14-2-2000

Sr. Johnes S.H

S.H. provincial House.

Ashokapuram.

32/10/2000

PRESENTED IN THE OFFICE OF THE SUB-
REGISTRAR OF TRIPUNITHURVA AND FEE OF
RUPEES Twenty two.
PAID AT 3.25 PM. ON THE
14th DAY OF Feb 2000.

~~Stamp~~

For Santom province of the Sacred Heart
Angrethi Thammesay.

Sr. Johnes S.H. Sr. Johnes

Resident Sr provincial House

Ashokapuram.

EXECUTION ADMITTED BY 14th Feb 2000

[Signature]

For Santom province of the Sacred Heart -

Angrethi Thammesay

(in no)

Sr. Johnes S.H. Sr. Johnes

D/o Mr. John Nediapala Nuv.
Resident S.H provincial House Ashokapuram

For Sacred Heart - Angrethi Thammesay.

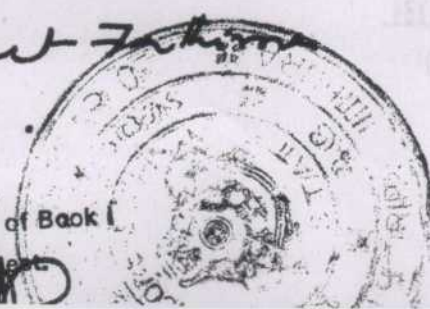
Wb Tantea

Sr. St. ELSY Angrethi S.H Sr. Ely

(Copy)

D/o Mr. Antina Nuv. Resident Thammesay

Resident Thammesay.





AND WHEREAS, as a part of their Educational Apostolate, the Congregation had established an educational institution at Santhinagar, Edarikod, Malappuram on 7/6/1999 by the name S. H. English Medium School.

AND WHEREAS, the settlers now feel it better to register a Charitable Trust for governing the educational institution in a systematic and effective manner, and for that purpose, the Council of the Congregation in its meeting held on 23/12/1999 had authorized Sr. Johnes S. H., the Provincial, to execute the Deed, with the following terms and conditions, in favour of Sr. Elsy Augustine.

NOW THIS DEED WITNESSETH: -

- 1) The Name of the Trust shall be SACRED HEART EDUCATIONAL INSTITUTIONS TRUST.
- 2) The Registered office of the Trust shall be at Edarikod, Malappuram Dist. The settlers are at liberty to shift the Registered Office to any other place within its ecclesiastical jurisdiction.

Sr. Johnes

Sr. Johnes S. H.
(SETTLER)

Sr. Elsy Augustine S. H.
(TRUSTEE)



9 FEB 2000



NO - 57255

14-2-2000

St. Johns S.H.
S.H provincial House.
Ashokapuram.

[Signature]
M. R. PADMANABHAR
HIGH COURT STAMP VENDOR
CHENNAI 60

1. Thekshanthantheil Vasantham Theruvu S/o
M.R. Jayaram Pillai, clerk, patasal court
M. h. road, cochin.
2. Jayachandran Jayachandran Sree Vasantham
Gop. A. Madhavan Pillai, clerk, Pochivalam (Kara
2000 on 17 February 2000.

Registered as number 2 of 2000 books
Volume 207 page 29 to 35
Sheets 2 sheet
17 February 2000.

Sub registered





3) TRUST PROPERTY: -

In order to effectuate the above referred decision, the Settlers had 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 herein after be the subject matter of the Trust herein after expressed with the powers and on the terms and conditions herein contained, concerning the same.

4) OBJECTS OF THE TRUST: -

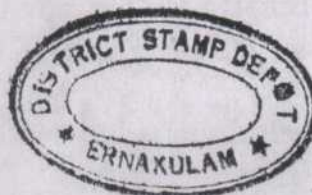
The objects of the Trust is to render educational services to the children including the mentally retarded, and such other children requiring special type of care, irrespective of caste, creed and community solely for philanthropic purposes and not for purpose of profit and that too with special attention to the Christian Minority Community as long as the Constitution of India permits to do so, and with special attention to the scheduled caste and tribes of the locality.

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

Sr. Johnes

Sr. Johnes S. H.
(SETTLER)

Sr. Elsy
Sr. Elsy Augustine S. H.
(TRUSTEE)



Me - 2 - 2000

Sr. Johnes. S. H.

S. H. provincial House.

Ashokapuram.

[Signature]
A. R. PADMANABHAN
HIGH COURT STAMP VENDOR
ERNAKULAM

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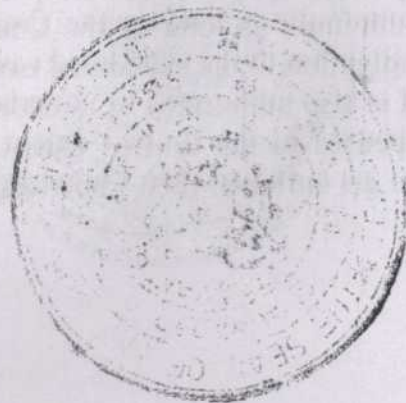
BOOK

7 Sheets

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Sub Registrar.



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5) PATRON: -

The Provincial of the Settler Province ex-officio shall be the Patron of the Trust: if so facto, the present Patron shall be Very. Rev. Sr. Johnes S. H.

6) BOARD OF TRUSTEES: -

- a) For the time being the second party to this Deed. Sr. Elsy Augustine shall be the Sole Trustee.
- b) Within one month of Registration of the Deed of Trust, a Board of Trust, shall be constituted by the Settlers nominating 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 educational institutions under the Trust as a whole.
 - (ii) The local superiors of the Convent which take the initiative to start any educational institution, as the Local Managers.
 - (iii) Other members as found necessary by the Settlers from time to time.
 - (iv) One among the above members shall be designated by the Settler as the Vice - President and another 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.

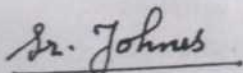
7) MEETINGS OF THE BOARD: -

- a) The Board of Trustees shall meet as often as required and shall meet atleast once in a calendar 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 ballot as decided by the Chair Person and in case of tie, 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 she shall be responsible for the maintenance of the minutes book and other records of the meeting.

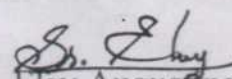
8) POWERS AND DUTIES OF THE BOARD OF TRUSTEES: -

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 institutions to diffuse knowledge of moral, cultural, academic, or of any of humanitarian value to the people of any age and sex.



Sr. Johnes S. H.
(SETTLER)



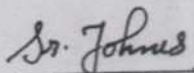
Sr. Elsy Augustine S. H.
(TRUSTEE)

- b) To request for and receive donations towards corpus or otherwise either in cash or in 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 organizations 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 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 the approval of the Council of the Settlers.
- f) To acquire, alter extend, demolish any of its assets, movable or immovable and to dispose of the same whenever found necessary in the best interest of the objects of the Trust.
- 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) To spend the income earned 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.
- i) 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.
- j) 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.

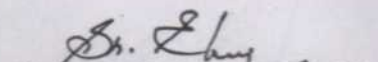
9) POWERS AND DUTIES OF THE LOCAL MANAGER: -

Subject to the general control of the Board of Trustees, and the President, the Local Managers shall have specific powers and duties mentioned below, over the properties and affairs of the specific institutions under their management.

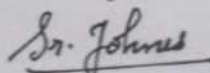
- a) To work, manage, control and supervise the affairs/management of the properties now or hereinafter belonging to the institutions under her management and develop them.
- b) To enter into any contract or agreement for and on behalf of the Trust for any of the purpose concerning the routine activities/affairs of the institutions under the Trust, which are beneficial to the interest of the Trust.
- c) To appear and to 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 takes 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.

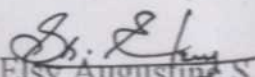


Sr. Johnes S. H.


Sr. Elsy Augustine S. H.

- 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) The LOCAL MANAGER shall sue or be sued for and on behalf of the Trust, provided that the Board of Trustees shall have the power to authorize any one of its other members to represent the Board of Trustees in any legal or other proceeding, under special circumstances.
 - h) The Local Manager shall exercise and perform such powers and duties as the Board of Trustees may from time to time determine or assign or authorize them to do.
 - i) All acts, deeds and things lawfully done by the Local Manager by virtue of these presents shall be binding on the Trust.
- 10) ACCOUNTS: -
- a) The Secretary shall cause to keep proper accounts and records for all the receipts and disbursements of the Trust, in general.
 - b) The Local Manger shall in consultation with the Patron, appoint proper persons to keep the accounts and records of the institution and activities under her.
 - c) The accounts shall be closed on 31st March every year and it shall be audited by a Chartered Accountant appointed by the Settlers.
 - d) 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.
- 11) EXECUTIVE COMMITTEE & ADVISORY COMMITTEE: -
- a) The Board of Trustees shall, form Executive Committees and Advisory Committees to take care of the academic side of the individual institutions or for the Trust as a whole, 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.
- 12) POWERS OF THE PATRON: -
- The Patron in consultation with her council, shall 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 and they shall be bound to accept and act upon such directions.
- 13) BANK ACCOUNTS: -
- The Manager or the Local Manager along with the Secretary or with nominees 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.
- 14) SECRETARY: -
- a) The Secretary shall be responsible to carry out the decisions of the Board, in consultation with the Manager & Local Managers.
 - b) 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.


Sr. Johnes S. H.
(SETTLER)


Sr. Elsy Augustina S. H.
(TRUSTEE)

15) AMENDMENT & CLARIFICATION:
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, 1961.

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.

16) 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 Settlers, and necessary steps may be taken according to its directions.

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

17) SAVING CLAUSE: -

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

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

IN WITNESS WHEREOF, the parties to this Deed had set their hands on this the 17th day of February Two Thousand and wish to get registered at Tripunithura.

Sr. Johnes

Sr. Johnes S. H.
(SETTLER)

Sr. Elsy Augustina S. H.
(TRUSTEE)

Witnesses:

1. T.K. Vasukuttan,
Palackal Court,
M.G.Road,
Ernakulam, Cochin-35.

T Vasukuttan

2. Madhavan Pillai Jayachandaran,
Sreevilasam,
Edappally South Village,
Padivattom Kara
Cochin-24

Madhavan Pillai Jayachandaran

This document is type written.
Corrections: Nil.

Sr. Johnes

Sr. Johnes S. H.
(SETTLER)

Sr. Elsy Augustina S. H.
(TRUSTEE)