




THIS DEED OF TRUST executed on this the Twenty fourth day of April, One thousand Nine hundred and Ninety seven (24-4-1997) BY the LITTLE FLOWER CHURCH, NADEL, VAIKOM represented by its present VICAR Rev. Fr. THOMAS MENACHERRY, aged 51 (Fifty one) years, Son of M.P. Kurian, Priest, residing at Little Flower Church, Nadel Kara, Naduvile Village, Vaikom Taluk, Kottayam District, Kerala State, hereinafter referred to as the SETTLERS IN FAVOUR OF (1) Mr. O. VARKEY, aged 63 (Sixty three) years, Son of Ouseph, Business, residing at Mary girl house, Nadel Kara, Naduvile Village,

  
Rev. Fr. Thomas Menacherry  
(SETTLER)

  
PRINCIPAL  
LITTLE FLOWER ENGLISH SCHOOL  
VAIKOM: 686 141




  
MANAGER  
LITTLE FLOWER ENGLISH SCHOOL  
VAIKOM: 686 141



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Vaikom Taluk, Kottayam District and (2) Mr. DEVASIA, aged 52 (Fifty two) years, Son of Ullahannan, Business, residing at Karuthedath house, Nadel Kara, Naduvile Village, Vaikom Taluk both of them being the Trustees of the Settler Institution together hereinafter referred to as the TRUSTEES of this Trust also.

WHEREAS inspired by the teachings of Lord Jesus Christ out of desire to do good to; the people of the locality the settler institution thought of establishing an educational institution primarily for the minority community to which it belongs as permitted under the constitution of India, and also for the good of the people of the locality irrespective of caste, creed and community.

  
Rev. Fr. Thomas Menacherry  
(SETTLER)

  
PRINCIPAL  
LISIEUX ENGLISH SCHOOL  
VAIKOM - 686 141



  
MANAGER  
LISIEUX ENGLISH SCHOOL  
DEL. VAIKOM 686 141



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AND WHEREAS the office bearers of the settler institution feel it better to start the institution under a properly registered public Charitable Institution for its systematic management in future and accordingly authorised its Vicar Rev.Fr.Thomas Menacherry to register this deed of Trust with the following terms and conditions.

NOW THIS DEED WITNESSETH:-

- 1) The Name of the Trust shall be LISIEUX EDUCATIONAL INSTITUTIONS, VAIKOM.
- 2) The Registered Office of the Trust shall be at Vaikom.
- 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

Rev. Fr. Thomas Menacherry  
(SETTLER)

PRINCIPAL  
LISIEUX ENGLISH SCHOOL



MANAGER

LISIEUX ENGLISH SCHOOL  
POST OFFICE NO. 930196



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) Patron:-

The Arch Bishop of the Diocese of Ernakulam, or other similar ecclesiastical authority over the Settler institution shall be the Patron of the Trust.

5) 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 as long as the Constitution of India permits to do so and in other circumstances to all irrespective of caste, creed and community.

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.

6) Board of Trustees:-

- a) For the time being the second parties to this Deed, O.Varkey and Devadas shall be the Trustees.
- b) Within one month of Registration of the Deed of Trust, the Board of Trust, shall be re-constituted.



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PRINCIPAL  
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- i) The Vicar of the Church, Ex-officio as the President of the Board of Trustees and MANAGER of the schools under the Trust.
- ii) All the elected Trustees of the Settler institution Ex-officio.
- iii) The head of the various educational institution as found necessary, if approved by the Patron of the Trust.
- iv) Other members as found necessary by the Settlers from time to time by the settlers, if approved by the Patron.
- c) One among them shall be designated by the Settlers as the SECRETARY.
- d) 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 with the approval of the patron wherever applicable.

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 his absence by any one of the Trustees nominated by the President.

- c) There shall be seven days notice to the meeting of the Board of Trustees unless it is waived by the Board.



- d) Decisions shall be taken on the basis of voted 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.
- g) The SECRETARY shall serve the notice for the meeting in consultation with the President and he/she 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 a part of the.

- 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.

  
PRINCIPAL





- 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:-

Subject to the General Control of the Board of Trustees, the 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.

Rev. Fr. Thomas Menacherry

PRINCIPAL (SETTLER)



*[Signature]*  
MANAGER



- d) To appoint and constitute advocate or other attorneys, whenever necessary and to remove them whenever they feel 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.
- 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 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 proceedings 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 him to do.

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 his 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.

9. Accounts:-

a) The Manager 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. Powers of the Patron:-

The Patron 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 whatsoever necessary to the Board of Trustees and/or to the Manager/Secretary/Board of Trustees and they shall be bound to accept and act upon such directions.

11. Bank Accounts:-

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

12. Miscellaneous:-

- a) With the approval of the Patron of the Trust, any provision in this Deed except this clause and the object clause (Clause No.5) may be amended, annulled or substituted by the Settlers, 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 Patron and his direction or decision shall be final.

13. In the event of the Trust becoming impossible to function

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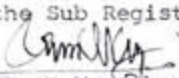
Settler shall refer it to the Patron and necessary steps may be taken according to the directions of the Patron. In case the Settlers, decide to wind up the Trust, the excess assets if any, after closing the liabilities on winding up, shall be transferred to another charitable educational institution as decided by the Board, and if not it will vest with the Government.

14. Saving Clause:-

It is expressly declared that this is an Educational Trust of Charitable nature 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.

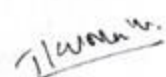

15. The value of the Trust Fund is Rs.1,000/- (Rupees One thousand only).

IN WITNESS WHEREOF Rev.Fr.Thomas Menacherry, the Settler has signed this Deed of Trust at Ernakulam 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, Ernakulam.

  
Rev.Fr.Thomas Menacherry  
(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.

This document is typewritten.

Corrections : Nil.

  
Rev. Fr. Thomas Menacherry







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23.4.92

VALUE RS 100/- Rev. Fr. Thomas Menacherry  
Residing at Little Flower  
Church, Valikom.

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*K. N. Radha*

K. N. RADHA,  
E R. O. VENDOR

Presented in the office of the Sub Registrar  
of Ernakulam and fee of Rs. 4/-  
paid at 11.00 on the 24th day of April 1992

Fr. Thomas Menacherry *(Signature)*  
Residing at Little Flower Church  
24th April 1992

Exemption Admitted to,

A. V. RAJAGOPALAN  
JOINT SUB REGISTRAR

Fr. Thomas Menacherry  
St. M. Kurian. *(Signature)* (The Impression)

Priest.  
Residing at Little Flower Church  
Vadukara

