

ADARSHA VIDYA BHAVAN TRUST

NORTH PARAVUR

DEED OF TRUST

This DEED OF TRUST is declared and founded in North Paravur on the 26th day of May 1993 (Twentysixth Day of May Nineteen Ninety three) by:-

1. K. R. Vijayan, aged 69 years, Advocate, son of Shri. K. K. Raman, Kälisseril house residing at Sajeev Bhavan, South Naluvazhi, North Paravur-683 513.
2. T. K. Jagadish Chandra Bose, aged 64 years, Advocate, son of Krishnan, residing at Thaikkoottathil, Moothakunnam, North Paravur-683 516
3. K. K. Ismail, aged 44 years, Bank Employee, son of Kadir Kunju, residing at Kollamparambil, Mannam, North Paravur-683 520.
4. T. P. Gopalakrishnan, aged 52 years, Businessman, son of Padmanabhan, Thareparmbil, residing at House No. 40/6786, Pranavam, T. D. Road, Cochin - 682 035
5. M. M. Abdul Rahiman I. P. S., aged 56 years, Govt. Employee, son of Marakkar Pillai, residing at Mundapally House, Chembakassery Road, Aluva-683 101
6. M. N Sathyadevan, aged 52 years, Govt. Employee, son of M. V. Narayanan, residing at Manathara house, Elookara, Muppathadom, Aluva-683 102.
7. K. K. Abdul Rahiman, aged 50 years, Businessman, son of Kasim, residing at Kaniyamparambil, Paravoorthara, North Paravur-683 513
8. E. K. Sreenivasan, aged 42 years, Lecturer, son of E. R. Krishnan, residing at Edachalil house, Puthenvelikara, North Paravur-683 594.
9. K. K. Jayadevan, aged 55 years, Rtd. Govt. Employee, son of Kochappu, residing at Kallettumthara, Thandasseril house, Muvavanthurathu, Vadakkekara North Paravur-683 522.
10. P. K. Jayan, aged 63 years, Rtd. Air Force Officer, son of Kumaran, residing at Kakkanate house, Cherai-683 514.

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Manager
ADARSHA VIDYABHAVAN
No. 930117
683 513

Deepa
Principal
ADARSHA VIDYABHAVAN
No. 930117
683 513



K. Balakrishnan, aged 63 years, Rtd. LIC Employee, son of [Name], residing at Mythri Mandiram, Paravurthara, Paravur-683 513.

P. A. Hamsa, aged 50 years, Bank Employee, son of [Name], residing at Puthan Parampil, Manjaly, Mannam, Paravur-683 520

Dr. K. S. Reju, aged 38 years, Medical Practitioner, son of [Name], residing at Kakkannate house, Cherai-683 514

T. K. Udayabhavan, aged 40 years, Social Worker, son of [Name], residing at Thundipuram house, Nanthiyattukunnam, Paravur-683 513.

Dr. P. N. Krishnan, aged 61 years, Medical Practitioner, [Name], residing at Karipayi house, North Paravur-683513

M. Abdul Khader, aged 69 years, Rtd. Govt. Employee, [Name], residing at "SMRITHI", Masjid Junction, Manjaly, North Paravur-683 513.

O. P. Antony, aged 47 years Businessman, son of Paily, [Name] at Olattipurathu house, Munambam, Kuzhipally Village, Taluk-683 515.

P. A. Hilal, aged 46 years, Advocate, son of Abdul Rahiman [Name], Munambam, Kuzhipally Village, Kochi Taluk-683 515

C. K. Gangadharan, aged 59 years, Rtd. LIC Employee, [Name] of Kannu, residing at "GEETHANJALI", Thottakattukara, 683 108

C. G. Divakaran, aged 63 years, son of Govindan, Rtd. [Name], residing at GARDENS, Mannam, Paravur-683 520

J. S. Anil Kumar, aged 28 years, Advocate, son of Sreedharan [Name] at Mattappally house, Cherai-683 514.

(hereinafter referred as "FOUNDER TRUSTEES" which execution shall unless repugnant to the context or meaning thereof seem to include those to be nominated in future as "TRUSTEES" and the successors of the TRUSTEES, provided only one such successor nominated by each TRUSTEE shall be entitled to become a TRUSTEE, subject to the approval of the COUNCIL OF TRUSTEES");

2. WHEREAS the signatories of this DEED OF TRUST, as Trustees for life, with each of the Trustees contributing Rs 100/ (Rupees one hundred only) each, by way of subscription totalling Rs. 2100/- (Two Thousand and one hundred only) and it will be the corpus of fixed property of the Trust:

AND WHEREAS the Trustees are desirous of making a Trust, wholly for charitable purposes of the said moneys and carrying out its aims and objects, the Trustees desire to create a Trust not involving the carrying on of any activity for profit as per the provisions of the Indian Trusts Act 1882;

AND WHEREAS the Trustees above named have agreed to become the Founder Trustees of this Trust as testified by their being parties to, and executing this DEED OF TRUST;

AND WHEREAS the said sum of Rs. 2100/- (Two thousand and one hundred only) has in anticipation of this DEED OF TRUST been already remitted in the accounts of the Trust before the execution of this DEED OF TRUST;

AND WHEREAS form the executors, Serial No: 1. Shri, K. R Vijayan, Serial No: 3. Shri. K. K. Ismail; Serial No: 8 Shri. E. K. Sreenivasan Serial No: 10. Shri. P. K. Jayan and Serial No: 9. Shri K. K. Jayadevan are elected as the Chairman, the Vice Chairman, the Honorary Secretary, the Honorary Joint Secretary and the Honorary Treasurer respectively of the Trust;

3. NOW THIS DEED OF TRUST witnesses that for the purpose of effectuating the said desire, the Trustees have irrevocably transferred the said sum of Rs. 2100/- (Two thousand and one hundred only) to the Trust Funds (the transfer whereof the Trustees do and each of them doth hereby admit and acknowledge) being subject to the uses and trusts hereinafter mentioned:

(a) The Trust shall be named as ADARSHA VIDYA BHAVAN TRUST

(b) The Trust shall function at Building No. 8/100, Chelakkudikaran Parambu, North Paravur-683513 for the time being and at any other place as may be decided upon by the Board of Trustees till a permanent office owned by the Trust is set up.

(c) On execution of this DEED OF TRUST, the Trustees shall take charge the said sum of Rs. 2100/- (Two thousand and one

hundred only) and it will be the corpus of the fixed property of the Trust, and it shall not be disposed of or subjected to any kind of charge or for any other purpose unless otherwise resolved by the Board of Trustees.

(d) The Trustees shall stand possessed of the said amount of corpus and such other properties (both movable and immovable) as may be acquired from time to time by the Trust by purchase, exchange, grant, subscription, endowment, donation or in any manner whatsoever (all of which shall be designated as "Trust Properties") on the Trust herein mentioned.

(e) The Trustees shall have power to increase or decrease the corpus of fixed property of the Trust and this corpus shall not be used in contravention of Clause 4 and 5 mentioned hereinafter.

(f) The Trustees shall have power to accept donations either in cash or movable or immovable properties either with or without any special conditions attached to it, provided it do not contravene the aims and objects of the Trust and such donations shall form part of the corpus of the Trust.

NOW IT IS HEREBY AGREED AS FOLLOWS

4. AIMS AND OBJECTS: The aims and objects of the Trust shall be:

(a) To establish institutions with modern facilities to provide quality education in order to be a centre of educational excellence intended for the educational, cultural, physical, economical and religious advancement of the public in general, irrespective of age, caste, religion, region and especially to the educationally and economically backward sections of the community in particular, and solely for philanthropic purposes, provided that the Trust shall not indulge in proceedings involving the carrying on of any kind of activity for profit within the meaning of the Income Tax Act 1961;

(b) To grant and distribute scholarships or other assistance to deserving students to pursue their studies irrespective of caste or religion especially to the students belonging to the educationally backward communities in particular.

(c) To establish social service institutions such as hospitals, destitute homes etc to ameliorate the conditions of the vulnerable sections of the community.

(d) To establish Research Centres, Libraries, Hostels, Community Halls, Places of Worship, Training Centres, Technical Institutions, Medical Institutions, Science and Technological institutions etc.

(e) To accept and administer any other Trust or Organisation or Institution created by anyone or body of persons for the purpose of any of the above aims and objects.

5. In pursuance of the above aims and objects, the Trust may:

(a) Administer, maintain, close down and dispose of institutions under the Trust in order to promote the aims and objects of the Trust.

(b) Acquire by purchase, lease, mortgage, exchange, or otherwise from any person, company, society, government, institution, organisation or anybody, whatsoever, movable or immovable properties of all descriptions deemed necessary or useful for any purpose of the Trust.

(c) Construct buildings or structures whatsoever, to further any purpose or purposes of the Trust and to maintain, develop, improve, alter, repair, demolish or reconstruct the same or any portion thereof.

(d) Receive any gifts, loans, grants, contributions in the form of money, movable or immovable properties, Debentures, Stocks, Shares or Securities from a person living or by Legacy, Bequests, Will and to take steps for securing of such contributions, from time to time as may be deemed expedient.

(e) Alienate by way of sale, mortgage, lease release loan charge hypothecate, pledge, exchange, hiring out, receiving the proceeds, gift or otherwise with or without security to properties or funds of the Trust or any portion or portions thereof including the making or giving subscriptions, contributions, assistance, pecuniary or otherwise to contribute to other institutions, bodies or persons as from time to time seem necessary or expedient.

(f) Invest, lay aside, deposit in Banks or otherwise deal with money or funds of the Trust, not immediately required for the objects of the Trust and to subscribe for purchase, acquire, hold, sell, enforce and negotiate in every way.

(g) Borrow or raise funds with or without security of the

Trust property, in any manner, the Trust may think fit, from time to time and repay the same.

(h) Negotiate with and enter into agreement with Government or with any Authority, Corporation, Board, University, Municipality, Panchayath or other public or private bodies, as may be conducive for the promotion or accomplishment of the aims and objects of the Trust or any one of them and to apply to obtain, collect, receive or recover from any such Government or Organisations or Institutions, such grants, rights, concessions, affiliations, recognitions and privileges as may seem to comply with and utilise the same.

(i) Use all income from the institutions and from property movable or immovable of the Trust, whenever derived to achieve the aims and objects of the Trust.

(j) In general, do or cause to be done all such acts, as shall be conducive for the welfare of the beneficiaries of the Trust, provided such things or acts be not contrary to nor inconsistent with the spirit and principles of law under which the Trust has been established.

6. COUNCIL OF TRUSTEES: There shall be a Council of Trustees composed of all the individual Trustees and nominees of institutional Trustees who have remitted the subscription as may be decided upon by the Council of Trustees time to time to the Trust, within the specified period, the number of which shall always be not less than 21 (Twentyone) and not more than 301 (Three hundred and one).

(b) The Council of Trustees shall have power to nominate other suitable persons and institutions as Trustees, provided that the total number of Trustees including the Founder Trustees does not exceed three hundred and one and the nomination so made is agreed to by the majority of the Trustees present and voting and that such a motion was included in the agenda of that meeting, prior to service of notice.

(c) There shall be 21 (Twentyone) Founder Trustees. These Trustees along with the Trustees who may be nominated in future shall form the Council of Trustees. The Trustees so nominated also shall be a Trustee for life. The Council of Trustees shall be the ultimate authority in all matters relating to the administration of the Trust.

(d) The institutional Trustee shall be eligible to nominate three members closely connected with the institution to the Council of Trustees for a specified period.

(e) The Trustees shall be liable to pay to the Trust such other additional subscriptions within a specified period as may be decided upon by the Council of Trustees from time to time.

(f) The Council of Trustees shall have power to remove any Trustee from the Trust, if it is found that his activities are not conducive to the interests or are opposed to the attainment of any of the aims and objects of the Trust, or fails to comply with the decisions of the Council of Trustees, Board of Trustees or Advisory Board, provided that, before such removal, the Trustee concerned shall be offered an opportunity or being heard in writing.

(g) No person shall be eligible to become a Trustee or nominee of a Trustee who is a minor or insolvent or a person of unsound mind or a paid servant under the Trust or any of the institutions under the Trust or a student of any of the institutions under the Trust or convicted by a court of law for an offence involving moral turpitude.

(h) Should a vacancy arises due to the death, resignation or otherwise of a Trustee, it shall be filled up under procedures similar to the nomination of Trustees, immediately following the occurrence of the vacancy and at any rate within a period of two months therefrom, unless the matter be adjourned on the consensus of the majority of the Trustees present in the meeting.

(i) The Council of Trustees shall elect from among themselves a Board of Trustees consisting of 21 (Twentyone) Trustees. The Council of Trustees shall also elect a Chairman, Vice Chairman, Hony. Secretary, Hony. Joint Secretary and Hony. Treasurer as office bearers from among the aforesaid Board of Trustees. In case of contest, election shall be held under secret ballot system.

(j) The Council of Trustees shall constitute an Advisory Board consisting of five members from themselves and appoint a Convener from among the aforesaid Trustees.

7. BOARD OF TRUSTEES; The Trust properties and the estate and funds of the institutions under the Trust shall be

ADVISORY BOARD; It shall be competent for the Board to advise or direct the Board of Trustees or of Trustees regarding the administration and Management of Trust Properties, recruitment of staff, selection of acquisition of equipments, construction of buildings and other activities of the Trust and decide among the Trustees and other functionaries of the Trust such advices or decisions or directions of the Advisory Board shall be final and binding to all and shall be carried out by the Board of Trustees and concerned Trustees and functionaries.

Any Trustee or beneficiary may represent to the Advisory Board for directions, if any difficulty arises in achieving and objects of the Trust or if it is found necessary and expedient for the effective functioning of the Trust.

Any unresolved disputes within the Council of Trustees or of Trustees or the functionaries of the Trust may be referred to the Advisory Board for appropriate decision.

The office bearers of the Trust and other functionaries of the Trust shall make available such records and furnish reports or clarifications or explanations, as may be required by the Advisory Board within the stipulated time.

Should a vacancy arises due to the death, resignation or otherwise of a member or office bearer of the Advisory Board, the same shall be filled up by cooption from the Council of Trustees.

In all matters relating to the interpretation and application of the Trust Deed and the rules made thereunder as well as on matters not specifically provided for therein, the decisions of the Advisory Board shall be final and binding on all concerned.

The Advisory Board shall be competent for the Advisory Board to conduct the meetings of the Council of Trustees or Board of Trustees or the functionaries of the Trust, if it is found expedient to arrive at a decision on matters referred to the Advisory Board for advice or decision.

MEETINGS: The Council of Trustees and Board of Trustees shall meet at least once in six months and once in

seven months respectively to transact the business of the Trust. Seven days notice shall be given for such meetings.

(a) The quorum for a valid meeting of the Council of Trustees shall be one third of the total number of Trustees or one hundred and one whichever is less and that of the Board of Trustees shall be eleven.

(b) Notice of all meetings shall be sent by ordinary post under certificate of posting. Non receipt of notice, even after obtaining certificate of posting will not invalidate the proceedings of any meeting. Notice days shall commence from the date of certificate of posting.

(c) If a meeting for which due notice was given is adjourned for want of quorum, it shall be convened again to transact the same business on the same day at the same place and time of the following week and such meeting is empowered to take decisions.

(d) The Trustees and nominees of institutional Trustees shall be entitled to one vote each.

(e) All matters before the Council of Trustees and Board of Trustees shall be decided by simple majority, unless otherwise provided. In case of equality of votes on any question which is decided by a simple majority, the presiding member shall have a casting vote, besides his own vote as a Trustee, except in the case of elections, in which case decision shall be taken by casting of lots.

(f) A Minutes Book shall be maintained by the Secretary. Minutes of the entry into office of every Trustee and of all proceedings and decisions of the meetings of the Council of Trustees and Board of Trustees shall be entered in the Minutes Book and shall be signed by the Chairman of the meeting and the Secretary, either at the conclusion thereof or at the next meeting.

(g) No act or proceedings of the Council of Trustees or Board of Trustees or Advisory Board shall be invalid on the ground merely of the existence of any vacancy in the aforesaid bodies.

16. FUNCTIONS:

(a) Chairman:

The Chairman shall preside over all meetings of the Council of Trustees and Board of Trustees. He shall guide and direct the general Administration of the Trust and the institutions under the Trust and shall exercise all the powers and functions reserved for him by these presents and he shall also in any emergency be competent to take decisions and execute it and shall report such actions taken by him on any such decisions to the Board of Trustees at its next meeting for approval

(b) Vice-Chairman:

The Vice-Chairman shall assist the Chairman in the administration of the Trust and institutions under the Trust. If for any reason, the Chairman has to be absent for any period during his term of office, the Vice-Chairman shall hold charge during his absence and exercise all the powers of the Chairman. He shall preside over the meetings of the Council of Trustees and Board of Trustees in the absence of the Chairman.

(c) Secretary:

He shall be in charge of and responsible for the safe custody of all records relating to the administration of the Trust and its properties. He shall convene the meetings of the Council of Trustees and Board of Trustees as provided herein, in consultation with the Chairman and maintain regular record of all the proceedings of such meetings. All correspondence and all returns required in connection with the management of the Trust will be carried out and prepared by the Secretary. He shall give effect to the directions or decisions of the Council of Trustees, Board of Trustees and Advisory Board. He shall also take complete custody and charge of premises, Movable and fixed assets of the Trust, except the Trust and place it for the approval of the Board of Trustees and Council of Trustees before 31st May of every year. He shall keep an inventory of all the movable and immovable properties belonging to the Trust. The Secretary may retain in his custody cash not exceeding the amount allowed by the Board of Trustees for the purpose of routine day-to-day expenses.

(d) Joint Secretary:

The Joint Secretary may exercise such of the powers of the Secretary that may be delegated to him by the Chairman and / or by the Secretary. He shall act in the place of the Secretary in his absence.

(e) Treasurer:

He shall receive all the moneys of the Trust, deposit the same in Banks approved by the Trust and maintain or cause to be maintained proper accounts of the same. Payments from the Trust Funds shall ordinarily be made by the Treasurer, with the prior approval of the Board of Trustees. He shall present monthly statements of receipt and Expenditure along with other financial statements before the Board of Trustees and Council of Trustees at its meetings for approval and record. He shall be responsible for the custody and maintenance of the cash and books of accounts. He shall submit all books of accounts to the Trustees, for their examination during the meetings of the Board of Trustees whenever called for. Such returns, financial statements and other details shall be furnished by the Treasurer to the Secretary and when required, in the ordinary course of business of the Trust. He shall prepare and present before the Council of Trustees for approval before 31st May of every year an Annual Budget and Balance sheet duly passed by the Board of Trustees. He shall look after the financial interests of the Trust and the institutions under the Trust to the best of his ability.

11. The Trust shall open Bank accounts with any Nationalised or Scheduled or Co-operative Bank and arrange for the deposit or moneys belonging and due to the Trust by virtue of these presents

(a) All the cheques or other documents for withdrawal of money from the Banks or Govt. Treasury or Post Office shall be signed by the Treasurer jointly with either the Chairman or the Secretary of the Trust.

(b) The financial and accounting year of the Trust and its institutions shall be from 1st April to 31st March of every year.

(c) The Board of Trustees may authorise the Manager of each institution under the Trust, to open Bank accounts with

specified by the Board, and operate the same jointly with the Treasurer or the Secretary of the Trust.

The Trustees shall be entitled to reimburse themselves from the Trust Fund, all expenses properly incurred in or towards the execution of the Trust, or the realisation, preservation or benefit of the Trust Property.

The Trust shall appoint an Auditor or Auditors not below the rank of Chartered Accountant to audit the accounts of the Trust and the institutions under the Trust.

The Trust shall appoint two Trustees as Internal Auditors for a period of three years, to check the accounts of the Trust and the institutions and report to the Board of Trustees on any irregularities, if any, noticed by them.

The office bearers of the Trust shall make available to the Board of Trustees all books, accounts and documents and furnish such explanation thereon as may be called for by the Auditors.

The Trustees shall not be entitled to any remuneration for their services in carrying out their duties and shall work in an honorary capacity.

The Trustees are wholly indemnified against any expenses and losses incurred or suffered on any payment made by them in the administration of the Trust and such expenses, including the payments shall be borne by the Trust and none of the Trustees, shall in any manner be personally liable and answerable for the same.

The Trustees shall act jointly and should any difference of opinion arises amongst them in relation to the doing of any business or in carrying out the decision of the Trust, the majority shall prevail and shall be binding and be effectual and shall be carried out.

All deeds and documents, petitions and complaints be executed or on behalf of the Trust shall be done by the Secretary of the Trust and the Trust shall sue or be sued in or through the Secretary of the Trust.

The Council of Trustees shall have power to amend, alter or vary any of the provisions of this Deed of Trust, in any manner not inconsistent with any of its provisions and aims and objects of the Trust.

19. No amendments to this DEED OF TRUST shall be made except at the meeting of the Council of Trustees and accepted by two third majority of the Trustees present and voting. Prior sanction shall be obtained from the Commissioner of Income tax concerned for such amendments. All proposed amendments along with the existing provisions of the Trust Deed shall be forwarded to the Trustees at least 7 days before each meeting.

20. Whenever the Trustees decide that the Trust should be dissolved, they may do so, by a resolution passed by not less than three fourth of the total strength of the Council of Trustees, in a meeting called for the purpose and hand over all the assets and liabilities to any other Trust or Association or Institution of similar aims and objects as decided by the Board of Trustees.

IN WITNESS WHEREOF, the Founder Trustees do hereby set their respective hands hereto, the day, the month and the year first above written, to these intent to register at the Sub Registry Office, North Paravoor.

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| 1. K. R. Vijayan | 11. K. Balakrishnan |
| 2. T. K. Jagadish Chandra Bose | 12. P. A. Hamsa |
| 3. K. K. Ismail | 13. Dr. K. S. Raju |
| 4. T. P. Gopalakrishnan | 14. T. K. Udayabhanu |
| 5. M. M. Abdul Rahiman | 15. Dr. P. N. Krishnan |
| 6. M. N. Sathyadevan | 16. M. Abdul Khader |
| 7. K. K. Abdul Rahiman | 17. O. P. Antony |
| 8. E. K. Sreenivasan | 18. P. A. Hilal |
| 9. K. K. Jayadevan | 19. C. K. Gangadharan |
| 10. P. K. Jayan | 20. C. G. Divakaran |
| | 21. S. Anil Kumar |



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Principal
ADARSHA VIDYABHAVAN

Aff. No. 930117
N. PARAVUR

Manager
ADARSHA VIDYABHAVAN
Aff. No. 930117
N. PARAVUR 683 513