

4080/97

5000Rs.



THIS DEED OF TRUST is made on the 26th day of November, 1997 between TREESA DESMOND, W/o. DESMOND FERNANDAS, Teacher, aged 65 years, Christian, residing permanently at PERCIVELL HOME, KARAMOODU, MANGALAPURAM, THONNAKKAL P.O. ANDOORKONAM VILLAGE, THIRUVANANTHAPURAM TALUK, THIRUVANANTHAPURAM DISTRICT hereinafter called the founder and Managing Trustee of the one part AND (2) DESMOND FERNANDAZ aged 75, S/o. SIMON FERNANDAZ, Christian, residing at PERCIVELL HOME, KARAMOODU, MANGALAPURAM, THONNAKKAL P.O. THIRUVANANTHAPURAM TALUK, THIRUVANANTHAPURAM DISTRICT herein after jointly called 'THE TRUSTEES' of the other part.

Treesa Desmond

1) TREESA DESMOND:

Desmond Fernandaz

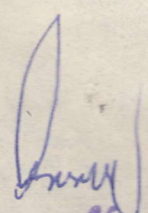
(2) DESMOND FERNANDAZ

(Contd..2...)

No 15165
21-11-97

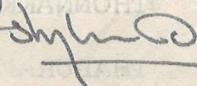
ISSUED TO Veesa Desmond, Percivell Home,
Thonnakkal P.O.

4080/97


N. Balakrishnan Nair
Vender


Vanchiyoor, Trivandrum




Presented in the office of the Sub Registrar
Pothumcode at 12-30 AM on this the 29th
day of December 1997 and paid a fee of
Rs. 1609/- by Smt Tressa Desmond. Tressa Desom
residing at Percivell home.

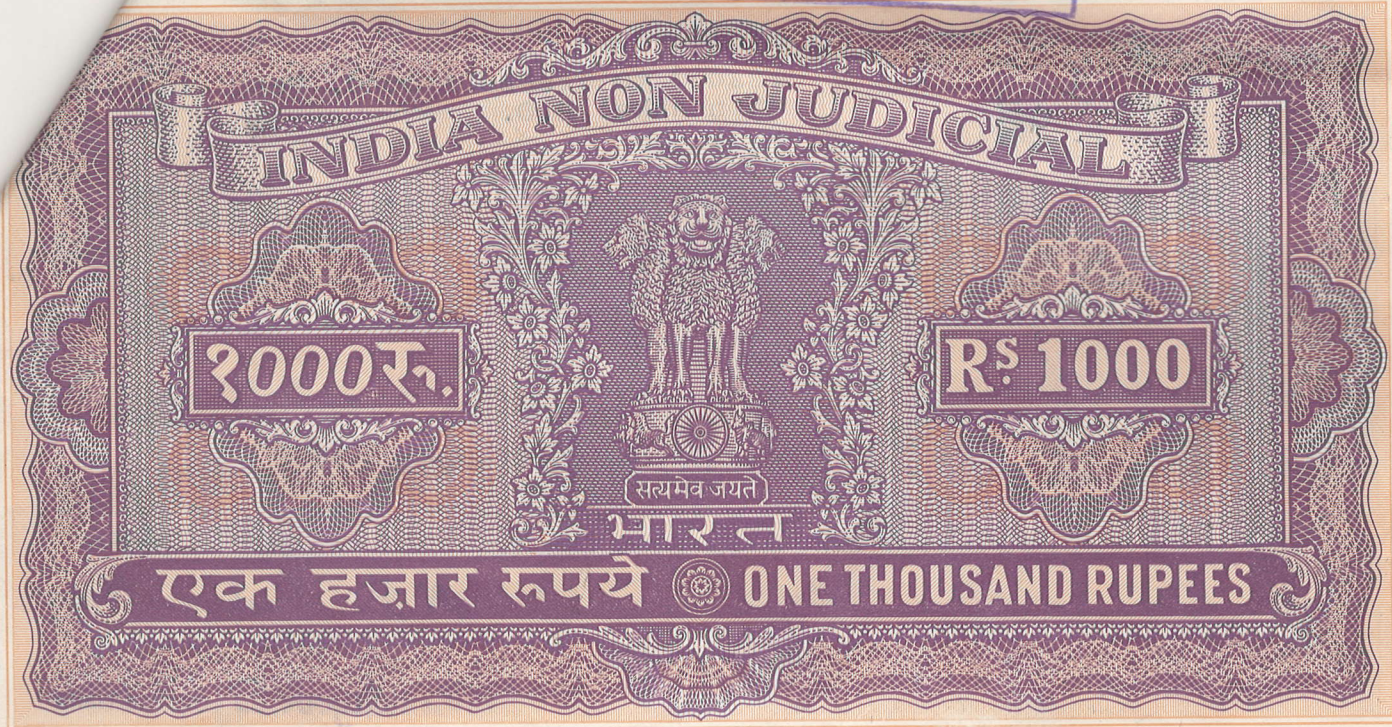
29th December 1997 Sub Registrar
A. Shyama Devi 

Execution admitted by

(1) Smt Tressa Desmond. Tressa Desom
w/o Desmond Desomadas, teacher
residing at Percivell home,
Karamoodu, Mangalapuram

(2) Sri Desmond Desomadas 
s/o Simon Desomadas, Swatharam,
do do.

Identified by 





:: 2 ::

WHEREAS party No.2 is the husband of party No.1 and
 whereas VENETIA STEPHEN, aged 37 years, Accountant,
 D/o. DESMOND FERNANDEZ, and DILEEP DESMOND, aged 33 years,
 Pilot, S/o. DESMOND FERNANDEZ, both residing at PERCIVELL
 HOME, KARAMOODU, MANGALAPURAM, THONNAKKAL P.O.
 THIRUVANANTHAPURAM are the daughter and son of party No.1
 and 2. Party No.1 and 2 do hereby nominated and entrusted
 the above said VENETIA STEPHEN and DILEEP DESMOND are
 the Trustees in the Trust deed.

Treesa Desmond

1) TREESA DESMOND

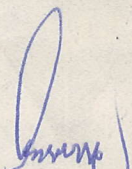
Desmond Fernandez

(2) DESMOND FERNANDAZ

NO 15166
21-11-97

issued to TreasaDesmond, Percivell Ho
Thonnakkal P.O.

KERALAM

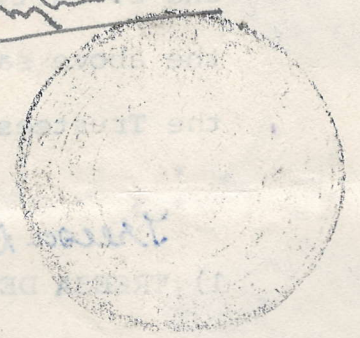

N. Balakrishnan Nair
Vender
Vanahiyoor, Trivandrum

SHIBU.M. Mai Shibu M 8/0 Mohamed Ibrahim Student,
Manakkathi Veedu Kaniya puzha - Thiruvanthapuram.

ശിബു മ. മാി ശിബു എസ്. 8/0 മുഹമ്മദ് ഇബ്രാഹിം വിദ്യാർത്ഥി,
മാനാക്കത്തി വീട് കനിയപ്പുഴ - തിരുവന്തപുരം.
29th December 1997 Sub Registrar
S. Shajitha Beeri

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285
291

Recd on No. 4080/97 of.
Book I Vol. 840 no pages
285 to 291. 12 sheets
sheet 29th December 1997



Treasa Desmond



:: 3 ::

WHEREAS:

1) The Founder is desirous of creating a Trust by settling apart 20 cents of land and the school presently running under the name and style of BISHOP PETER BERNARD PEREIRA MEMORIAL ENGLISH SCHOOL, the value of which is calculated to Rs.40,000/- (Rupees Fourty thousand only) for the public Charitable objects and purposes herein-after expressed.

Treesa Desmond

(1) TREESA DESMOND

Desmond Fernandez

(2) DESMOND FERNANDAZ

(Contd..4...)

No 15167
21-11-97

KERALAM

issued to Treesa Desmond, Percivell Ho
Thonnakkal P.O.

N. Balakrishnan Nair
Vender
Vanchiyoor, Trivandrum

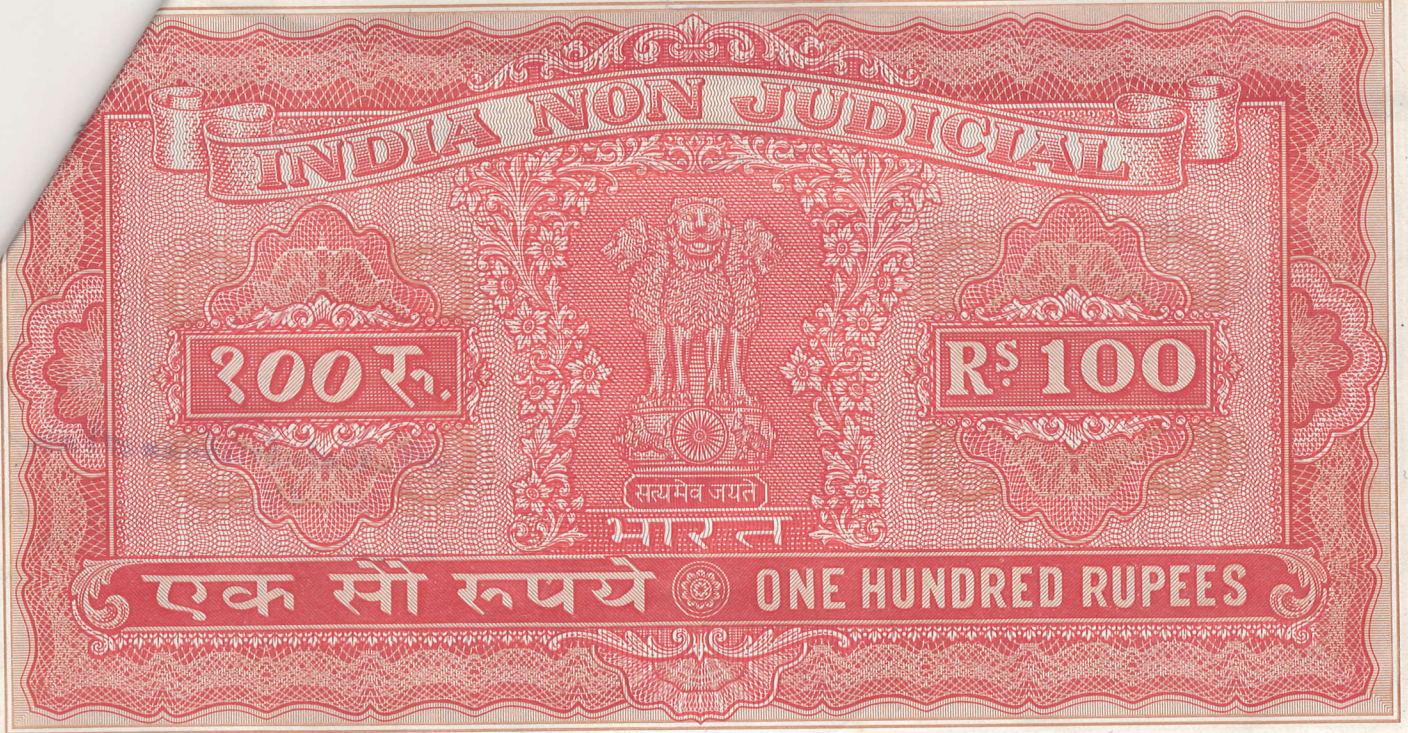
WHEREAS:
1) The founder is desirous of creating a trust by
settling apart 20 cents of land and the school presently
existing under the name and title of BISHOP PEREIRA BERNARD
PEREIRA MEMORIAL ENGLISH SCHOOL. The value of which is
calculated to Rs. 7000. (Seventy thousand only)
for the public charity and purposes herein
after expressed.

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(2) ...

(Contd...)



:: 4 ::

2) The Trustees have at the request of found agreed to act as Trustees of these presents up on the terms and provisions hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS

1) The Founder and Managing Trustee is entitled to one acre of landed property by virtue of the Gift Deed No. 2232/96 dtd: 05-07-1996 of Pothencode Sub Registry and she has absolute right title, possession and enjoyment of the said property hereby creat the Trust by transfer and assigns to the Board of Trustees the ownership and possession of 20 cents of land detailed in the schedule hereunto together with all the erection, wells, trees

Treesa Desmond

(1) TREESA DESMOND

Desmond Fernandez

(2) DESMOND FERNANDAZ

NO 15168
21-11-97

issued to Treasa Desmond, Percivell Ho
honnakkal P.O.

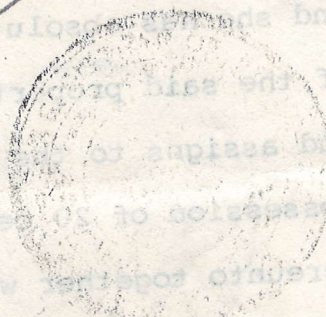
[Signature]
N. Balakrishnan Vas
Vanda
Vanchiyon, Perambalur

2) The Trustees have at the request of found agreed
to act as Trustees of these presents on the terms
and provisions hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS

1) The founder and managing trustee is entitled to
one acre of landed property in the name of the wife
No. 2332/96 of the District Revenue Code Sub Registry
and she is entitled to possession and enjoyment
of the said property hereinafter the Trust by transfer
and assigns to the board of trustees the ownership and
possession of 20 shares of land detailed in the schedule
hereinto together with all the erection, wells, trees

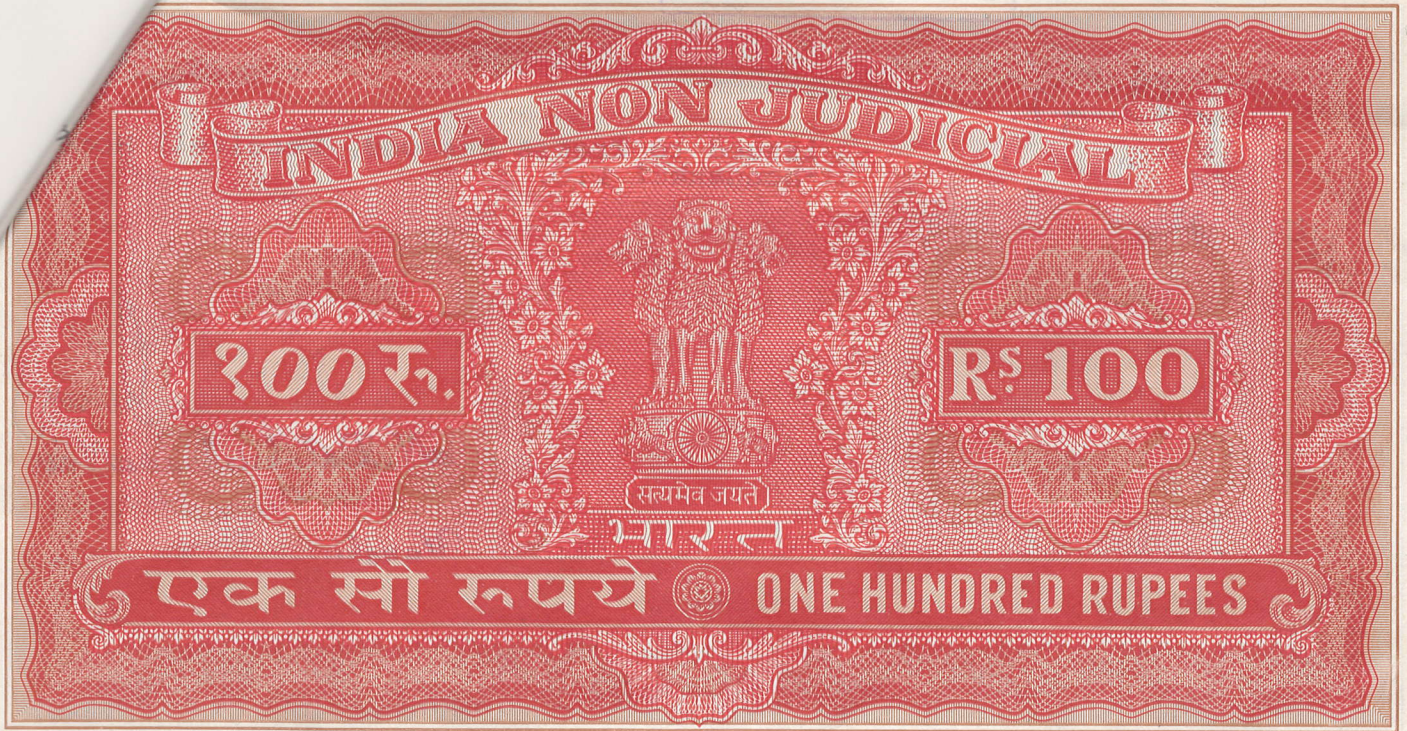
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Treasa Desmond
(1) TREASA DESMOND

(2) DESAID PERNANDAS



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and other buildings and structures therein TO HOLD THE SAME TO THE BOARD OF TRUSTEES upon trust and that the proceeds and income of the said properties after deducting all reasonable and necessary expenses shall be used exclusively for the equipments, maintenance and upkeep of the school and other institutions that may be set up.

2) The name of the Trust shall be "PERCIVELL CHARITABLE TRUST" and the office of the Trust shall be situated at Andoorkonam Panchayat Ward No. I , House No.85 which may be removed from time to time to such other place or places as the trustees may deem fit and proper at their discretion

3) The object of the Trust shall be:-

(a) To promote, set-up , run, maintain, assist finance support and to provide basic English

Treesa Desmond

(1) TREESA DESMOND

Desmond Fernandez

(2) DESMOND FERNANDAZ

No 15/69
21-11-97

issued to Treasa Desmond, Percivell Home
Thonnakkal P.O.

N. Balakrishnan Nair

Under

Vandiyoor, Perambalur

:: 2 ::

and other buildings and structures therein to hold the same
TO THE BOARD OF TRUSTEES upon trust and that the proceeds
and income of the said properties after deducting all reasonable and necessary expenses shall be used exclusively
for the equipments, maintenance and upkeep of the school
and other institutions that may be set up.

2) The name of the Trust shall be "PERCIVELL CHARITABLE Trust" and the office of the Trust shall be situated at
Andoorey Parappara to the left of the road No. 85 which may be
removed from time to time to such other place or places
as the trustees may deem fit and proper at their discretion
3) The object of the Trust shall be:-

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to promote, set-up, run, maintain, assist
finance support and to provide basic English

Treasa Desmond

(2) DESMOND FERDINAND

(1) TREASA DESMOND



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Medium Education, and aid to or help in the running of schools, colleges, lecture halls and other establishments or institutions for advancement of education and of knowledge in arts, science, literature, humanities and all other useful subjects in all their manifestations.

- (b) To give , provide and render help and assistance to implement any scheme for providing livelihood and upliftment of the backward classes of Pothencode , Mangalapuram, Andoorkonam areas.

Treesa Desmond

(1) TREESA DESMOND

Desmond Fernandez

(2) DESMOND FERNANDEZ

NO 15170
21-11-97

issued to Treasa Desmond, Percival
honnakkal P.O.

[Signature]
N. Balakrishnan Nair
Vandana
Vandana, Perambalur

:: 6 ::

Medium Education, and aid to or help in the running
of schools, colleges, lecture halls and other estab-
lishments or institutions for advancement of edu-

cation and of knowledge in arts, science, literature,
humanities and all other useful subjects in all

their mantle. (b) To give, provide, tender help and assistance
to implement any scheme for providing livelihood
and upliftment of the backward classes of Poth-

code A. Malayalam, Angkorikanam areas.

[Signature]
(S) DESMOND TREASA

[Signature]
(1) TREASA DESMOND

- (c) To give, provide or render food, medicine and other help and assistance in any shape or form to the poor deserving and needy persons.
- (d) To grant pay or give scholarship, stipends, prizes rewards allowances and other financial assistance or help them in pursuing their studies in School, Colleges, and educational Institutions.
- (e) To provide employments to local educated youths.

4) The financial year of the trust shall end on 31st March every year provided that the Board of Trustees shall be at liberty to change the same from time to time if they so deem fit and proper. The first financial year of the trust shall close on 31st March 1998.

5) The Trustees shall from time to time after meeting the expenses of and incidental to the management of the Trust properties and of the Trust decide the particular object or objects for which the income or corpus of the Trust Fund or properties for the time being available shall be applied.

6) The Board of Trustees shall agree to accept the advice and suggestions of the founder, Managing Trustees with regard to the Management, equipment and maintenance of the school and other institutions under the Trust.

7) In order to ensure the perpetuation and uninterrupted management of the Trust, the founder Managing Trustee hereby directs and the Board of Trustees agrees, that in the event of retirement of any of the members of the Board of Trustees due to ill-health or, demise or due to any other reason the Managing Trustee shall have the authority and power to admit new members as Trustees in consultation with the existing Board of Trustees.

8) The Trustees may accept any donation or contribution in cash or in kind from any person, firm, company Corporation Association, Institution or trust (including the settlor or the trustees or any of them) for the furtherance of the object of the trust or for any one or more of

(1) TREESA DESMOND:

Treesa Desmond

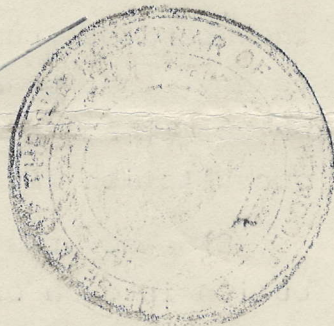
(2) DESMOND FERNANDAZ

Desmond Fernandez

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them upon such terms and conditions as they may in their absolute discretion think fit and which are not inconsistent with the object of the Trust. The trustees may also take over the management of any other charitable or public institutions on such terms as they think fit and may manage such institutions.

9) The trustees shall cause true and accurate accounts to be kept of all moneys received and spend and of all matters in respect there of in course of management of trust properties or in relation to the carrying out of the object and purpose of the trust as well as of all the asset, credit and effects of the trust properties.

10) The Board of Trustees agrees to administer the properties of the Trust as best as they can and conserves the proceeds exclusively for the objects of the Trust and maintain accounts of the income and expenditure of the Trust to be passed at the meeting of the Board of Trustees annually.

11) The Board of Trustee shall have the authority to appoint seperate managers to each of the units under the Trust.

12) The Founder, Managing Trustees shall have the power to alienate any of the Trust properties for creation of objective units, maintenance, development of the existing units and also have the authority and power to acquire movable, immovable properties for the Trust and get formally approved and ratified at the meeting of the Board of Trustees.

13) The Managing Trustee shall have the authority to raise loans from any firm, Bank, society or Individual for the maintenance of the existing school building, construction of new buildings, to purchase, school equipments so as to modernise the institution and in the event of such raising of loan, the Board of Trustees is also liable to repay such loan as in the manner prescribed in the loan schedule.

14) If the income from the trust property in a parti cular year is not fully utilised, the unexpended income subject to the applicable provisions of the Income Tax Act,

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of the object of the trust.

15) The Trustee shall be at liberty to sell such portion or portions of the movable or immovable properties forming part of the Trust Estate either by public auction or by private contract at such price or prices and in such terms and conditions relating to title or otherwise in all respects as they may in their absolute discretion think fit and to rescind or vary any contract for the sale thereof and to resell the same without being answerable for any loss occasioned thereby and to execute all conveyances or other assurances and to pass valid and effectual receipts and discharges for all moneys received by them.

16) The Managing Trustee shall keep an account or accounts with any bank or banks to operate such account or accounts whether in debit or in credit and give all appropriate instructions to the banks or bankers, concerning the operation of such account or accounts.

17) The Trustees may appoint Secretaries, Managers, Lawyers, Solicitors, Auditor, Architects, Engineers, Surveyors, Clerks or other employees for the purpose of management and supervision of the Trust, Estate, for collection of rents, effects and profits, for keeping the accounts and records and for other purpose of the Trust.

18) The Trustees shall have full power to compromise or compound all actions, suits and others proceedings and settle differences and disputes touching the trust estate and the Trust Properties and to refer any such differences or dispute to arbitrations and to adjust and settle all accounts relating to the Trust Estate and the Trust properties and to do all other acts and things fully and effectually without being liable or answerable for any bonafide loss occasioned thereby.

19) The Trustees may join, co-operate and amalgamate the trust created by these presents or any portion thereof with any trust or institutions having allied and or similar objects upon such terms and they may at their absolute

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any charity or charitable institutions, to impose any condition or conditions to any subscription or donation made by them and to earmark any portion of the Trust property or income for any particular object or objects.

21) The Trustees may from time to time form schemes and rules and regulations to carry out the objects of the trust and for managing the affairs of the trust and otherwise for giving effect to the object and purposes of the trust and to vary the same from time to time as the trustees may in their discretions deem fit and proper.

22) The Trustees may reimburse themselves and pay and discharge out of the Trust Fund all expenses incurred by them in or about the execution of the trust or any of their duties under these presents including travelling expenses.

23) All the trustees unless they voluntarily resign or otherwise decide, shall continue to be the trustees during the terms of their natural lives.

24) The Trustee may retire at any time without assigning any reason and without being responsible for any cost occasioned by such retirement.

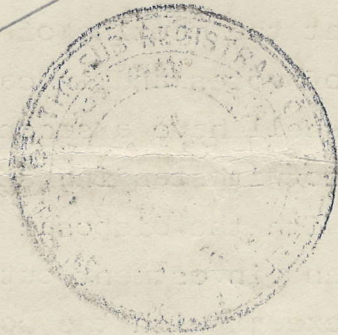
25) Majority Trustees at a meeting shall form a quorum for any meeting of the Trustees.

26) The Founder Trustee is the chairman of the Trust.

27) All proceedings and questions and matters arising at the meeting of the trustee shall be decided by a majority of votes and in case of equally of votes the Chairman shall have a second or casting vote PROVIDED HOWEVER that notwithstanding anything herein stated no question dealing with the disposal of the corpus of any of the trust properties and investment out of the trust corpus shall be decided except with the consent of the Chairman of the trust.

28) In case of difference of opinion between the trustees the opinion of the majority shall prevail and if the trustees are equally divided in any matter the Chairman shall have a

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29) A resolution in writing circulated amongst all the trustees shall be as valid and effectual as if it had been passed at a meeting of the trustees duly called and convened.

30) All meetings of the trust shall be held at such place and at such time as the chairman of the trust shall decide from time to time.

31) The minutes of the processing of every meeting of the trustees shall be entered in a book be kept for that purposes and signed by the chairman of such meeting or of the following meeting when they are read over and shall when so entered and signed be, conclusive evidence of the business and other matters transacted at such meeting.

32) The Board of Trustees shall be entitled to sue in the name of the trust and may similarly be sued in the name of the trust.

33) In case of ill health or demise or any other reasonable inconvenience of any of the trust member and at the stage when the existing board of Trustees intent not to nominate any new member in the trust, and in such a situation the Board of Trustees shall have the authority to evaluate the prevailing situation and if all the Board of Trustees are unanimous in view and if they think it fit to wind up the trust then the entire assets of the trust after clearing debts and all liabilities could be distributed according to Christian Law of inheritance and the Trust property shall vest with each heirs of the founder as private property and the succession should be governed by the Christian Law of inheritance.

34) In the event of dissolution of the Trust the property of the Trust shall be devolved upon the heirs as per the Christian Law of the inheritance and in any document of alienation of the trust properties the Managing Trustee and the Board of Trustee shall be the parties to the document and in the event of alienation of any portion Trust properties

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35) The Managing Trustee and the Trust members are entitled for reasonable remuneration for their livelihood from the earnings and profits of the trust.

36) This trust deed shall be kept in the possession of the Managing Trustee.

37) Mutation shall be effected by the Board of Trustees in the name of Trust.

SCHEDULE OF PROPERTY

District	: Thiruvananthapuram
Taluk	: Thiruvananthapuram
Sub District	: Pothencode
Village	: Andoorkonam
Old Survey No.	: 673
Re-survey No.	: 19/2
Area	: 20 cents.

DESCRIPTION

An extent of 20 cents of land out of one acre land comprised in Re-survey No.19/2 Andoorkonam Village with building bearing A.P.No.1/85, with trees there electrical fitting and water connection etc.

BOUNDARIES

West of	: Road
North	: Rajasekharan's property
East	: Pallipurayidam
South	: School compound and Ebrahim's property.

IN WITNESSETH WHEREOF the parties have signed this Trust Deed on the date and year above written.

(1) TREESA DESMOND

Teresa Desmond

(2) DESMOND FERNANDEZ

Desmond Fernandez

WITNESSES

(1) Shiney Dileep,
Percivell Home, Karamoodu,
Mangalapuram, Thonnakkal P.O.,
Thiruvananthapuram.

Shiney Dileep

(2) Shibu.M., Manakkattil veedu,
Kaniyapuram P.O., Thiruvananthapuram

Shibu.M.

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