NO- 22/11/2011



കേരളം केरल KERALA

F 213116

EXECUTANTANT (SETTLOR)

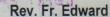
Rev. Dr. Jose Aikara



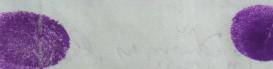
TRUST DEED

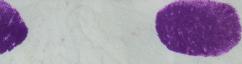
TRUSTEES











THIS DEED OF TRUST is made on this 14^{th} (fourteenth) day of March 2011 two thousand and eleven 30^{th} (thirtieth) Kumbam 1186 BY

No 21840 Value Rs. 1000/.

Date 08.03.2011

Issued to De Paul High Range Trust Thodupysha

Stamp Vendor

Sulthan Bathery

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NO. 22/11/2011 Franchist in the Office of the ma Registrar Pegrinado ag: 50A. MIP. M and paids fee of Rs. 2002. Rev. Dr. Jose Atlans. Chords
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18th day of Apon/2011 Do Win. Right Sub Rysm. Surrely at Papaul International residence School Belagola Village. 2 Sr. Ann Joseph. . Sr. Ame Joseph. Taule Read. NR moballa. Rev. For Edward. John Succession of Percus Internal residence States of Bolago La Village.

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Rem Dr. JOSE AIKARA, S/o. A. S. Abraham, aged 64 years, residing at De-Paul International Residential School, Belagola Village in Belagola Grama Panchayath Ward No. 6, House No 1166, Belogola Post, PIN 571606, Srirangapatna Taluk of Mandya District in Karnataka State. (Election Itentity Card No. HKF 2410512 issued by Narasimharaja Assembly constituency as proof of identity) herein after called the SETTLOR (which expression shall until it be repugnant to the context of meaning thereof, include his heirs, executors and administrators of the ONE PART AND

- 1) Sr. ANN JOSEPH, D/o. Joseph, aged 63 years, residing at House no. 141, 4th Cross, Tank Road, N. R. Mohalla, N.R.Mohalla Village, Mysore Corporation, Ward No. 59, N.R Mohalla Post Office in 570007, in Mysore District of Karnataka State Election Itentity Card No. YID 4270310 issued by Narasimharaja Assembly constituency as proof of identity), and
- 2) Rev. Fr. Edward, S/o. Sebastian, aged 55 years, residing at De-Paul International Residential School, Belagola Village in Belagola Grama Panchayath Ward No. 6, House No 1166, Belogola Post, PIN 571606, Srirangapatna Taluk of Mandya District in Karnataka State. (Election Itentity Card No. ATS 0464453 issued by Mettuppalayam Assembly constituency as proof of identity) hereinafter called the TRUSTEES. (which expression shall unless excluded by or repugnant to the subject and context be deemed to include the trustee or trustees for the time being of this presents and / or Survivor or Survivors of any of them and their Successor and Successors in office) of the OTHER PART.

WHEREAS

- 1. The Settlor is desirous of creating an endowment by setting apart and establishing a Fund for the Public charitable objects and purposes in India hereinafter expressed.
- 2. The Trustees have at the request of Settlor agreed to act as Trustees of these presents upon the terms and provisions hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. **DEFINITON**

In this Deed unless the context otherwise requires

a) "Trust Purposes" shall mean the Objects set out Clause 6 of this Deed.

- b) "Trust Fund" shall mean the money, securities and other assets, whether moveable or immoveable, from time to time, vested in the Trustees and whether obtained by way of gift, purchase, loan or in any manner for the Trust Purposes and an accruals thereto howsoever arising.
- c) Trust shall mean "DE PAUL HIGH RANGE TRUST"
- d) "General Body" shall mean the Trustees signing the Trust Deed and those appointed under this Trust as Executives to be in charge of day-to-day running of its activities.

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e) Words imputing the singular shall include the plural and vice versa and words imputing the masculine gender shall include the feminine and vice versa.

2. ESTABLISHMENT OF A CHARITABLE TRUST:

An irrevocable Charitable Trust which shall be known as **"DE PAUL HIGH RANGE TRUST"** is hereby established for the Objects set out in Clause 6 of this Deed. Its Office shall for the time being at MLALALA, THENGAKAL POST, VANDIPERIYAR – 685533, KERALA

- a) or at such place as the Trustees may decide from time to time and its activities shall extend throughout India.
- b) The benefits of the Trust shall be open to all IRRESPECTIVE OF CASTE CREED OR GENDER OR RELIGION.
- c) The funds and the income of the Trust shall be solely utilised towards the achievement of the objects and no portion of it shall be utilised for payment to trust members by way of profit, interest, dividend or otherwise.

3. TRUSTEES:

The Trust shall have a minimum of two Trustees and maximum of seven Trustees. The Trustees will have power to co-opt other persons as Trustees in due course but the total number of the Trustees at any given time will not be more than seven. All the Trustees will retire after three years service from the date of appointment but will be eligible for re appointment for any number of times. However, if in the opinion of the simple majority of Trustees that they decide as an earlier retirement of trustees as they desire.

The settler hereby appoints the persons mentioned below as Trustees of the Trust for the time being to which appointment the Trustees have agreed their acceptance to the Trust Deed.

| S.No. | Name | Designation | Address | Signature |
|-------|-------------------------|-------------------------|---|----------------|
| 1 | Sr. Ann Joseph | Managing Trustee | 141,4 th cross, Tank Road, N.R. Mohala, Mysore- 570007 | St. Arm Joseph |
| 2 | Rev. Dr. Jose Aikara | Secretary/ Treasurer | De Paul International Residential School, Belagola Post, Srirangapatna Taluk, Mandya (Dist), Karnataka – 571606. | Graph. |
| 3 | Rev. Fr. Edward | Member | De Paul International Residential School, Belagola Post, Srirangapatna Taluk, Mandya Dist., Karnataka – 571606. | |

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The Managing Trustee and Secretary reserve the right to fill the remaining places by appointing persons of their choice as Trustees in due course, if and when required.

4. NUCLEUS OF THE TRUST FUND:

The Trust is established with a nucleus (Corpus) contribution of 5,000/-(Rupees Five thousand only) by the settler by cash the receipt of which the trustees of the Trust hereby acknowledge.

5. TRUSTEES TO HOLD THE FUND IN TRUST:

The Settler hereby further declares and directs that the Trust Fund and the income thereof shall be held IN TRUST by the Trustees only for all or any of the Trust Purposes or Objects set out below.

6. AIMS & OBJECTIVES OF THE TRUST

- a) To start and provide Old Age Homes.
- b) To establish and provide a High-Tech Hospital and or a Medical College with all the equipments and departments and quarters for the doctors, nurses and a well equipped academic nursing college with adequate hostels.
- c) To start a Residential School mainly for the children of the doctors, nurses, staff and others for a regular school up to +2 level.
- d) To start a Residential School for the children with learning deficiency in order to provide special training and to help them to rehabilitate for a decent and independent life.
- e) To promote the spiritual, temporal, pastoral, recreational, educational, industrial, technical, agricultural and other interests of the said Trust.
- f) To conduct all kinds of charitable intuitions like Orphanages, Old Age Homes, Hospitals, Technical Training Centres and such like Social and Developmental institutions.
- g) To execute and perform all such acts deeds and things as are incidental or conducive to the attainment of the above objects or any of them.
- h) To promote all kinds of charitable purposes and efforts.



All these objectives will be realised gradually, according to the number and staff and financial resources of the Trust.

The above objects and /or any of them may be carried out in any part of India for the benefit of all persons irrespective of caste, creed, language, race or religion.

The Secretary of the above Trust is authorized to correspond with the concerned Registrar for registration and other allied matters.

7. POWERS OF TRUSTEES

The Trustees shall have and may exercise all such powers, as in their opinion, shall enable them to effectively carry out all or any of the Trust purposes. Without prejudice to the generality of the foregoing, the Trustees shall have the power.

a) To purchase, hire, take on lease or invest the Corpus of the Trust Fund or any part thereof, in lands, plantations and moveable and immovable properties, including buildings, subject to Clause 7(g) below;

b) To accept gifts in kind or in cash;

c) To take loans, borrow moneys on such terms and conditions and (where applicable) subject to payment of interest or otherwise as the Trustees may consider necessary or desirable.

d) To invest or transpose the Trust Investments to dispose of any property,

movable or immovable of the Trust;

e) To open bank accounts and generally deal with the Trust Fund or any part thereof as the Trustee may consider necessary or desirable;

f) To raise additional funds for augmenting the Corpus of the trust Fund, if necessary, through appropriate programmes to support the trust Objects;

g) To accumulate the income of the trust for eventual application of the Trust Objectives pending which to invest the accumulation strictly in accordance with the income-tax Act,1961, and particularly, in accordance with Section 13(1)(d) read with Section 11(5) of the said Act;

h) To make donations or contributions to other Trusts/Societies/Institutions

as the Trustees may deem fit;

- i) To employ persons to assist the Trustees in carrying out the Trust Purposes and to fix their remuneration and perquisites including assistance to families of deceased workers;
- j) To grant fellowship, scholarship or other monetary assistance, on such terms and condition as they may prescribe to such persons as they may select for the carrying out of any research or investigation or study in a subject in which the Trust is interested;

k) To manage, sell, transfer, mortgage or otherwise dispose of any property,

movable or immovable of the Trust.

 To appoint as many committees or advisory councils for the achievement or the furtherance of the Objects of the trust and to assign from time to time such functions and duties and delegate such powers as the Trustees may deem fit to such committees or advisory councils and to accept or not in their sole and absolute discretion the recommendation made by such committees;

- m) To appoint from time to time, such and so many employees and on such terms and conditions, as they may deem fit, for carrying on the management and the affairs of the Trust;
- n) To appoint such and so many persons and on such terms and conditions, as they may deem fit, for conducting of the studies, investigation researches, teaching or other programme or other work undertaken by the Trust;

o) To exercise control over the employees of the Trust including the power of dismissal;

- p) To select, from time to time subjects in which investigation, studies, researches and teaching may be conducted by the Trust;
- q) To correspond with scholars, institutions and organisations and to cooperate with them in matters relating to work of the Trust;
- r) To appoint, if they deem fit, delegate to represent the Trust to conferences in India and abroad:

8. MEETING OF THE TRUSTEES:

The Trustees shall hold meetings at such intervals as they may decide. The quorum at each such meeting shall for time being three. Decisions thereat shall be taken by majority votes unless otherwise provided herein. The Chairman shall preside at all the meetings and shall in case of equality of votes, have a casting vote. The managing Trustee/Chief Functionary shall preside at the meeting if the Chairman is absent or unable to attend.

The Annual General Meeting shall be held once in every year within but not later than nine months after the expiry of each financial year of the Trust so however that not more than eighteen months shall lapse between the date of one Annual General Meeting and another.

A report of the Trustees for the previous year together with an audited copy of the balance sheet, receipt and expenditure account of the Trust and the auditor's report shall be submitted to the Annual General Meeting for its approval and adoption.

The following items of business shall be transacted at the Annual General Meeting; To consider and adopt the audited accounts along with the auditor's report;

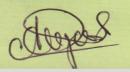
To appoint auditors and fix their remunerations; and

To transact such other business of which a previous notice of at least fourteen clear days shall have given by any of trustees.

Special General Meeting of the Trustees may be held at such other times as may be decided by Resolution of the Trustees, to transact any business, which, in the opinion of the Trustees, is necessary to be transacted at a General Meeting only.

9. POWERS & DUTIES OF MANAGING TRUSTEE OR CHIEF FUNCTIONARY

The managing Trustee/Chief Functionary shall attend to the day to day affairs of the Trust and shall exercise such powers and perform such duties as the Trustees may vest in him from time to time. The Chairman and managing Trustee/Chief Functionary are specifically authorised hereby to open and operate jointly, or either or, any type of account with any of the Scheduled or nationalised Banks in India. The Chairman and managing Trustee are authorised to empower any other persons to operate Bank accounts jointly or severally and also entitled to



cancel the authorisation without assigning any reason. The Chairman and managing Trustee are also empowered to open Bank accounts in the name of any Institution and Projects run by the Trust anywhere in India. The First Trustee shall be the Chairman and the Second Trustee shall be the Chief Functionary managing Trustee.

10. DECISIONS BY CIRCULATION

The Trustees may also take decisions by circulation of Trust matters approved by a majority of Trustees after the matters to be so decided have been circulated to all the Trustees, then in India.

11. REIMBURSEMENT OF EXPENSES AND REMUNERATION;

The Trustees shall be entitled to receive and be paid out of the Trust Fund, all out of -pocket including travelling, conveyance and other expenses reasonably and legitimately incurred by them in connection with the Trust matters and incurred for attending any meetings of the Trustee or any Committee thereof. Save as aforesaid the Trustees including the managing Trustee/ Chief Functionary shall not be entitled to any remuneration for serving as such. Provided that the Trustees may employ any of the Trustees being engaged in any profession or business, or in a firm of which he shall be a member to do any act or transact any business(whether or not an act or business which only a person engaged in that profession or business can do) and may pay such charges for the act or business done by him or his firm as aforesaid as he or they might make or recover if the Trustee or whose firm may be so employed was not a Trustee. No Trustee shall be personally liable for any misdeed of omission/commission by any of the employees of the Trust. No Trustee shall be liable for any loss caused to the Trust by any act or thing Committed or done by such Trustee if the Trustee were acting in the proper discharge of his duty towards the trust and in good faith.

12. RETIREMENT ETC OF TRUSTEES:

- a) Any Trustee may retire on giving three months notice in writing thereof to the others.
- b) A Trustee shall automatically cease to be and shall vacate the office of the Trustee on the happening of any of the following:

By death, resignation or retirement;
 If he becomes of unsound mind;

3. If he is adjudged insolvent or if he applies to be so adjudged.

If he is convicted of any offence (other than an offence not involving moral turpitude) and is sentenced in respect thereof imprisonment for not less than six months, and if he is absent from India without permission of the other Trustee (which permission if granted will not be withdrawn) for a continuous period of more than six months.

A Trustee shall also be deemed to have been discharged and his office shall become vacant if the remaining Trustee at a formal meeting pass a resolution majority (which resolution shall not be open to question) declaring that the said Trustee has acted in a manner pre-judicial to the

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interest of the Trust or his continuance as a Trustee is considered otherwise undesirable.

The vacancies shall be filled up by the other Trustee with the approval of the Settlers. If any of the Trustee aforesaid or any future Trustees or Trustee appointed in their places or his place shall die or shall wish to retire or shall become unfit or become in capable to act in the trust of these presents or refuses to act, then and in every such cases or case or if additional Trustee or Trustees is or to be appointed then and in every case it shall be lawful for the surviving or continuing Trustees or Trustee, and for this purpose every retiring and refusing Trustee shall, if willing to act in the exercise of this power, be considered a continuing Trustee and if there be no surviving or continuing Trustee then for the executor, administrator of the last surviving or continuing trustee as the case may be to appoint a new Trustee or trustees in place of the Trustees or Trustee so dying or wishing to retire or refusing or become unfit or incapable to act as aforesaid, provide that upon the appointment of such additional Trustee or Trustees as aforesaid the number of Trustees may be augmented or reduced but so that the total number of Trustees for the time being of these present shall not be reduced below three or increased above seven provided further that the continuing Trustees may act notwithstanding any vacancy in their body provided however that if the number of Trustees shall fall below the minimum fixed as above the Trustees shall not act, except for the purpose of filling a vacancy, so long as the number is below the said minimum.

13. AMENDMENTS:

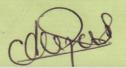
Any of the terms of this Deed including the Trust Purpose set out in Clauses 6 hereof may be varied, extended or amended from time to time by an instrument in writing under the hands of the Trustees, to be approved by them at a meeting conveyed for that specific purpose, but NO such amendments will be made without the prior consent of the Commissioner of the Income Tax.

PROVIDED no variation, extension or amendment shall be valid, it is contrary to or inconsistent with the Trust purposes set out in Clause 6 thereof or repugnant to the provisions of section 2(15).11.12 & 13 and 80G of the Income-tax Act. 1961, as amended from time to time.

14. ACCOUNTS:

The Trustees shall maintain proper and regular accounts and such Books of Accounts shall be kept at the office premises. Each Trustee shall have the rights to inspect such Books of Accounts during office hours. The Annual Accounts shall be audited by a Chartered Accountant or a Firm of Chartered Accountants who shall be appointed by the Trustee. The Financial Year shall comprise twelve months from 1st April one year to and including the 31st March of the next following year PROVIDED the first financial Year of the Trust shall commence from the date of these presents and end on 31st March 2011.

All money available or required to be invested shall be invested by the Trustee either in all or any of the investments authorised by section 1(15) read with 13(1) (d) of the Income Tax Act 1961 or any statutory modifications or re-enactment thereof, or in purchase of immovable property or otherwise or deposit with any Bank or banks on such terms as to repayment of principal sum and interests the



Tr stees may think proper. Provided that should any of the modes of investment provided above be contrary to the provisions of Income Tax Act 1961 the provisions of that Act shall prevail over the provisions made in this deed.

The account of the trust shall be made for each financial year. The Trustees shall cause true accounts to be kept in such manner as they think fit all the receipts, credits, payments, assets and liabilities of the Trust. Such books and all vouchers relating thereto and all the documents belonging to the trust shall be kept at such place or places and at the control of officer or officers as the Chairman shall from time to time appoint and subject to any restriction as to the time and manner of inspecting the same which may be imposed by the Trustees, the same shall be open to the inspection of the Trustees.

15. RULES AND REGULATIONS:

For the proper conduct of the affairs of the Trust, the Trustees shall have the power to frame and implement Rules and regulations which shall be consistent with these presents herein provided after obtaining consent of the Commissioner of Income Tax.

16. DISSOLUTION

If the Trustees shall be unanimously of the opinion that the Trust be dissolved, such dissolution shall be effected by an instrument in writing under hands and if, after all the debts and liabilities of the Trust have been paid or provided for, thee shall remain any assets, the same shall be transferred to some other Trust or Association having aims or objects which in the unanimous opinion of the Trustees are similar to all or any of the Trust purposes and which enjoys recognition under Section 80G and registered under Section 12A of the Income tax Act, 1961, as amended from time to time. No Assts of the trust shall be transferred in the name of trustees.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS TO THIS TRUST DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN SIGNED SEALED AND DELIVERED BY:

WITNESSES

(1) James

S/o Chacko Residing at Vezhambasseril House,

Kanayankavayal Kara Peruventhanam Village

(2) Tom Jose

S/o Joseph Residing at Palathottathil House,

Kanayankavayal Kara Peruventhanam Village

This Document is prepared by **JOSE THOMAS**

Licence No. IDA97

Residing at Kurinjikkattu House, Kanayankavayal Kara Peruventhanam Village