

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये
रु.1000



ONE THOUSAND RUPEES
Rs.1000

C 929621



Mr.K.A.Bava
(Trustee)

**TRUST DEED OF PALLIKKARA SHUHUDHA MEMORIAL
EDUCATIONAL AND CHARITABLE TRUST, PALLIKKARA,
KUMARAPURAM.P.O., ERNAKULAM DISTRICT.**

THIS DEED OF TRUST MADE AT ERNAKULAM IN
ERNAKULAM DISTRICT ON THIS THE SECOND DAY OF JULY, TWO
THOUSAND NINE (2.7.2009) By PALLIKKARA MUSLIM JAMA-ATH

- 1. K.A.BAVA
- 2. K.K.PAREETH
(TRUSTEES)

Handwritten signature in blue ink.



Handwritten notes:
Trust
Rs. 1000
+ 200
100
2
302

Handwritten note: Shri 1000

represented by its Kaikkars (Trustees) elected under the provisions of the laws framed as per the Compromise decree in O.S. 55/1124 of the Parur District court (1) Mr.K.A.Bava, S/o. P.B. Aboobacker, aged 53, Business residing at Perumamattom, Kunnathunadu Panchayathu, ward No. 15, Pinarmunda kara, Peringala.P.O., Pin - 683565, Ernakulam District (Election Commission of India Identity Card No. GJK 1129576) AND (2) Mr.K.K.Pareeth, S/o.Kochunny, aged 59, Business, residing at House No. 388/2, Kannimattathil, Kunnathunadu Panchayathu, Peringala.P.O. Pin - 683565, Pallikkara in Ernakulam district (Election Commission of India Identity Card No. KL/12/078/49544) hereinafter referred to as the SETTLORS (which expression shall unless inconsistent with or repugnant to the context or meaning thereof, be deemed to include their respective successors, executors, and administrators).

WHEREAS, by virtue of the unanimous decision of the general body meeting of the Pallikkara Muslim Jama-ath held on 4.8.2006 to form constitute and create an educational trust and WHEREAS the trustees of the Settlor Pallikkara Muslim Jama-ath are authorized to declare the intention of the Settlor Jama-ath and to create the Trust with the objects and purposes as are hereinafter expressed.

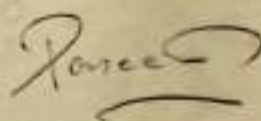
NOW THIS INDENTURE WITNESSETH as follows:

1. In order to effectuate the object of the trust the Settlers have set apart a sum of Rs.10,000/- (Rupees Ten Thousand only) with intent to part with all their right, title and interest claim therein and vest the same in the TRUSTEES to have and to hold the same and the investment or investments for the time being representing the same and all other properties that may for the time being represent the trust estate together with all additions and all other property or properties that may be

1. K.A.BAVA



2. K.K.PAREETH
(TRUSTEES)

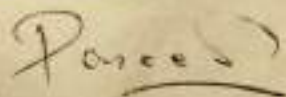


- f. To establish and conduct literary, scientific, charitable, spiritual and philanthropic institutions.
- g. To acquire funds, lands, buildings, movable and immovable properties and to hold the same for and in the interests of the Trust and the public.
- h. To organize, establish conduct and administer grants, trusts and pensions deemed necessary to promote the educational and social development of the public in general.
- i. To improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the properties of this Trust.
- j. To invest and deal with the moneys of the Trust not immediately required, in such manner as may be determined from time to time.
- k. To borrow and secure money with or without security and to arrange repayment of the same.
- l. To arbitrate or otherwise settle or dispose of all matters of dispute between members or among educational institutions or others and set up a mechanism for such a settlement.
- m. To deal with government or other authorities or agency including CBSE, in the matters concerning education and allied matters related to the Trust.
- n. To subscribe, assist, combine, amalgamate, federate and affiliate with other Trusts or Associations and organizations and to work in a co-ordination and work for the betterment of the beneficiaries of the trust.
- o. To institute, defend, conduct or abandon, civil criminal or such other legal action for and against the Trust or any organization, statutory body or person to create establishment, and protect

1. K.A.BAVA

2. K.K.PAREETH

(TRUSTEES)



rights and privileges' and to refer to arbitration any matter when deemed necessary.

p. To act as administrator or executor under a will and to be beneficiary under a will or legacy.

q. To do all such things as are incidental or conducive to the attainment of the objects aforesaid or any of them.

7. The revenues, movable and immovable assets of the Trust shall be applied solely towards the promotion of the objects of this Trust.

8. Upon the winding up or dissolving the Trust if there remain any assets after clearing liabilities the same shall automatically vest on the Settlers.

9. Financial year of the trust shall be from 1st April to 31st March, every year. The first financial year of the trust shall closed on 31 st March 2010.

10. The TRUSTEES shall from time to time after meeting the expenses of the trust and its activities in relation to the trust properties and the institutions shall apply the funds to any particular objects as deem fit and decided from time to time.

11. The trust shall function and carry out its objects on no profit no loss basis. If any profit is derived from the activities of the trust it shall be utilized for the fulfillment of the objects of the Trust and it shall not be divided among the trustees/or members as a profit share.

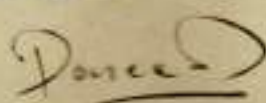
12. Without affecting the general powers and functions of the TRUSTEES to manage and administer the trust, the Board of Trustees shall have the following functions:

i. To borrow, if needed, against the security of the assets of the trust, by way of bank overdrafts, loan or otherwise, as may be necessary, for the benefit of the trust and for more effectively carrying out the objects of the trust, provided however, the trustees unanimously as far as possible or by a decision of majority agree on such borrowing

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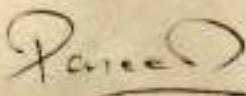
and limited to the terms of their decision or agreement and to authorize two or more of the trustees including the Trustees representing the Settlor Jama-ath in the Board of Trustees to execute such documents deeds, papers, etc. as may be necessary in connection therewith, subject to the ratification by the general body of the trust.

- ii. To organize/establish local Managing Committees for the proper conduct of the schools/educational institutions from among the members of the Board of Trustees and such management shall be subject to the control and supervision of the trustees.
 - iii. To arrange for and/or authorize the execution of any agreement, contract, instrument, documents required to be signed or executed on behalf of the trustees by any one or more of the trustees to be nominated in this behalf by the Board of Trustees and to make the same effective and binding as, if the said agreement, contract, instrument or document or paper or writing were signed by all the trustees.
 - (iv) To authorize anyone or more trustees to hold any property or any fund or any investment of the trust subject however to the terms of these presents in such manner and subject to such terms and conditions, rules and regulations as the Board of Trustees may from time to time think fit and proper.
 - (v) To spend any portion of the corpus or the income of the trust fund purchasing any land and or constructing any building or buildings for and in the name of the trust for the purpose of carrying and/or executing any or all of the objects of the trust.
13. BOARD OF TRUSTEES: The Administration of the trust shall be vested in a Board of Trustees. The first Board of Trustees shall consist the following persons:

1. K.A.BAVA



2. K.K.PAREETH



(TRUSTEES)

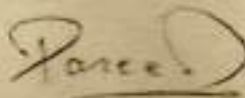
(1) P.K.Aboobacker, S/o.P.B.Kochunny, Perumamattom, Pinarmunda, Peringala.P.O., (2) K.K.Abdul Nazar, Karumakkattu, Pallikkara, Kumarapuram.P.O., (3) V.K.Aliyar, S/o.Khader, Vazhakkala, Peringala.P.O., (4) E.K.Abdul Salam, S/o.E.A.Kochunny, Iruppakkottil, Peringala.P.O., (5) Mr.K.A.Bava, S/o.Aboobacker.P.B., Perumamattathil, Pinarmunda, Peringala.P.O., (6)Mr.K.K.Pareeth, S/o.Kochunny, Kannimattathil, Peringala.P.O., (7) K.M.Pareeth, S/o.Meethian, Koyamparambil, Pallikkara, Kumarapuram.P.O., (8) K.M.Shamsu, S/o.Mustafa, Koyamparambil, Peringala.P.O., (9) K.A.Ibrahim, S/o.K.O.Ali, Karukunnath, Peringala.P.O., (10) P.K.Aboobacker, S/o.Kochunny, Poovathumveetil, Peringala.P.O., (11) E.B.Hassainar, S/o.Bava, Iruppakkottil, Pallikkara, Kumarapuram.P.O., (12) M.M.Muhammed, S/o.Meethian, Mothayil Morakkala Kizhakku, Kumarapuram.P.O., Kunnathunad village, Kunnathunad taluk, Ernakulam district. The Trustees Nos. 1 to 4 shall be respectively the Chairman and Managing Director, Vice-Chairman, Secretary and the Treasurer of the Trust. The other Trustees shall be equally responsible for the conduct and administration of the Trust. The tenure of the first Board of Trustees shall be 3 years.

14. The TRUSTEES shall cause true and accurate accounts to be kept of all moneys received and spent and all matter in respect thereof in course of management of trust properties or in relation to the carrying out of the objects and purpose of the trust as well as of all the assets, credits and effects of the trust properties.
15. The TRUSTEES may invest the Trust Estate either in the purchase of immovable or movable properties, shares or stocks or in any other expedient and fit manner as allowed by law as may be in force from

1. **K.A.BAVA**



2. **K.K.PAREETH**



(TRUSTEES)

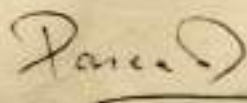
time to time and to convert, alter, vary, dispose of or transfer such investments from time to time provided that such investments shall not be made which are directly or indirectly for the benefit of any person referred to in sub-section (3) of section 13 of Income -tax Act 1961, or any subsequent amendments as may be made from time to time.

16. If the income from the trust property in a particular year is not fully utilized, the unexpended income subject to the applicable provisions of the Income Tax Act 1961, shall be carried over to the next year or years and spend in such subsequent year or years for the advancement of any of the objects of the trust.
17. The TRUSTEES shall be at liberty to sell such portion or portions of the movable or immovable properties forming part of the Trust Estate except the properties of the jama-ath handed over to the trust on lease either by public auction or by private contract at such price or prices and on such terms and conditions relating thereto or otherwise in all respects as they may, in their absolute discretion think fit and proper 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 an conveyances or other assurances and to pass valid and effectual receipts and discharges for all moneys received by them. All such conveyance or documents shall be executed by the Chairman along with the trustees who are also the Trustees of the Settlor jama-ath.
18. The TRUSTEES shall keep an account or accounts with any bank or banks, to operate such account or accounts whether in debit or in credit and to give all appropriate instructions to the banker or bankers concerning the operation of such account or accounts and to authorize by appropriate resolution one or more of the trustees singly or jointly as decided by the Board of Trustees in this behalf to operate such account or accounts. The chairman along with anyone of the other trustees shall

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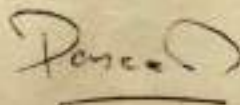
operate the accounts till otherwise decided by the Board of the trustees in future.

19. The TRUSTEES may pay all charges and outgoing payable in respect of any immovable property for the time being forming part of the TRUST FUND and may carry out repairs required to be done to the same and keep the same insured against loss or damage by fire and may incur all the costs, charges and expenses incidental to the administration and management of the Trust Estate and the properties for the time being belonging to the trust as they may in their absolute discretion think fit.
20. The TRUSTEES may manage or supervise the management of any lands, hereditaments, and premises for the time being comprised in the Trust Estate or any part thereof with power to erect, pull down, rebuild add to alter and repair houses and other buildings and to build drains and make roads and fences and otherwise to improve and develop and to cultivate or cause to be cultivated all or any of the said lands, hereditaments and premises and to insure houses and buildings against loss or damage by fire and/or other risks or to let, lease, make allowances to and arrangement with tenants, agriculturists and generally to deal with the said lands, hereditaments and premises as they may deem fit in their absolute discretion.
21. The TRUSTEES may appoint Secretaries, Managers, Directors, Principals, faculties, lawyers, Solicitors, Auditors, Architects, Engineers, Surveyors, or other employees or staff for the purpose of effective conduct, management and supervision of the Trust Estate and institutions and for the effective implementation of the schemes of the Trust and to carry out the objects thereof.
22. The TRUSTEES may demise the immovable property or properties for the time being and from time to time belonging to the trust either from year to year or for any fixed term or for any term of years or on monthly

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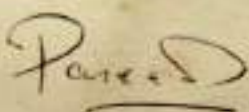
tenancies at such rent and subject to such covenants and conditions as they may think proper and also accept surrenders of lease and tenancies and generally manage the same in such manner as they think proper.

23. The TRUSTEES shall have full power to compromise or compound all actions, suits, and other proceedings and settle' differences and disputes touching the Trust Estate and/or the Trust properties and to refer any such differences or disputes to arbitration and to adjust and settle all accounts relating to the Trust estate and/or 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.
24. The TRUSTEES may join, co-operate, and collaborate with or amalgamate the trust created by these presents or any portion thereof with any trust or institution having allied and/or similar objects upon such terms as they may in their absolute discretion think fit.
25. The TRUSTEES may from time to time frame schemes, rules and regulations to carry out the objects of the trust and for managing the affairs of the trust and otherwise giving effect to the objects and purposes of the trust and to vary the same from time to time as the trustees may in their discretion deem fit and proper.
26. The receipts granted by the TRUSTEES or anyone or more of them for any moneys, stocks, funds shares, securities or investments paid, delivered or transferred to them in exercise of the trust or powers hereof shall effectually release and discharge the person or persons paying, delivering or transferring the same therefrom and from seeing or from being bound to see the application thereof or being answerable for the loss or misapplication thereof.
27. 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.

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(TRUSTEES)


- including traveling expenses, but will not be entitled to any remuneration, except for the specific assignment conferred on them by the Board of temporary or permanent basis.
28. The TRUSTEES unless they voluntarily resign or otherwise decide, shall continue to be the trustees during the term of their office.
29. The number of trustees shall be twelve, including 2 trustees of the Pallikkara Muslim Jama-ath.
30. Any trustee may retire at any time without being responsible for any costs occasioned by such retirement.
31. Seven TRUSTEES at a meeting shall form a quorum for any meeting of the TRUSTEES. The quorum for the General Body shall be 60.
32. All proceedings and question and matters arising at the meeting or the TRUSTEES shall be decided by the majority of votes and in case of equality 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/or investment out of the trust corpus shall be decided except with the consent of the Trustees of the Settlor Jama-ath.
33. 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 casting vote.
34. A resolution in writing circulated amongst all the TRUSTEES and signed by a majority of the trustees present in India shall be as valid and effectual as if it had been passed at a meeting of the TRUSTEES duly convened and held.
35. Notice of the meeting of the TRUSTEES and all communications may be sent to the TRUSTEES at their addresses registered for the time being in the records of the trust and published in the notice board of the Trust as well as the Pallikkara Muslim Jama-ath.

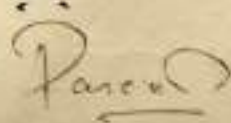
1. K.A.BAVA

2. K.K.PAREETH




- 36. 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.
- 37. A trustee who is unable to be present at a meeting of the TRUSTEES may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.
- 38. The minutes of the proceedings of every meeting of the TRUSTEES shall be entered in a book to be kept for that purpose 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.
- 39. No person being --
 - a. an un-discharged insolvent; or
 - b. convicted of an offence involving moral turpitude; or
 - c. of unsound mind; or
 - d. a minor;
 shall be eligible to be a trustee.
- 40. A person shall cease to be a trustee in any of the following events.
 - i. if he dies, or
 - ii. if he becomes bankrupt; or
 - iii. if he becomes insane or otherwise become incapable to act, or
 - iv. if he resigns his office.
- 41. 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.
- 42. If any trustee absents continuously in 3 meetings of the Trust without sufficient reason informed in writing before the respective meeting shall be removed from the Trust after giving him reasonable opportunity of being heard.

1. K.A.BAVA 

2. K.K.PAREETH 

(TRUSTEES)

43. The Board of Trustees may, by a unanimous vote of all the TRUSTEES for the time being except the trustee proposed to be removed, remove any trustee, permanent or otherwise, from office after finding the trustee proposed to be removed guilty of serious misconduct in relation to or concerning the trust estate or trust affairs and after arriving at a definite conclusion that for the reasons to be recorded in writing the continuance of the proposed to be removed as trustee is detrimental to the interest of the Trust provided however that no conclusion of such guilt shall be arrived at without giving to the trustee proposed to be removed a full and fair opportunity of explaining his conduct and/or the charges leveled against him for his removal. And the decision of the Board of TRUSTEES in this behalf shall be appealable before the general body of the Trust whose decision shall be final. The Board of trustees shall suspend the trustee, who is proposed to be removed, pending the proceedings as mentioned hereinabove.
44. The trust shall have an advisory council with eminent personalities from different walks of life. The general body shall nominate such persons as and when required.
45. The trust is created with the consent, knowledge and information of all the trustees named above and all of them have given their unconditional assent and consent to be the trustees.

1. K.A.BAVA

2. K.K.PAREETH
(TRUSTEES)




IN WITNESS WHEREOF WE 1) K.A.BAVA, 2) K.K.PAREETH, Trustees of the SETTLOR have signed this Deed on this the Second day of July Two Thousand Nine (02.07.2009) at Ernakulam, in the presence of the following witnesses, and wish to get it registered at the Sub Registrar's Office, Ernakulam.

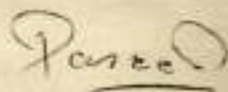
SIGNED BY :

1. K.A.BAVA




2. K.K.PAREETH

(TRUSTEES)



WITNESSES:

1. V.K.Aliyar, S/o. Khader, Vazhakkala House, Peringala.P.O. Pin-683565. 

2. K.S.Baby, D/o.K.R.Sadanandan, Neeranjanam, Elamakkara.P.O., Kochi-26.



This document is Computer printed.

Corrections: NIL

1. K.A.BAVA



2. K.K.PAREETH

(TRUSTEES)

