



This **DEED OF TRUST** is made on the 3rd day of August, Two Thousand and One (3-8-2001) BETWEEN **Joseph D. Fernandez**, son of David V. Fernandez aged 62 years, Educationalist, residing at Valiyavila Family Estate, Valiyavila Road, Panamukkom, Kureepuzha P.O. Perinad, Kollam, 691604, (hereinafter referred to as "**AUTHOR OF THE TRUST**"), of this one part and

- (1) **Jason J. Fernandez**, son of Joseph, aged 22 years, businessman, residing at Valiyavila Family Estate, Valiyavila Road, Panamukkom, Kureepuzha P.O., Perinad, Kollam, 691604.
- (2) **Jay J. Fernandez**, son of Joseph, aged 19 years, Computer Engineer, residing at Valiyavila Family Estate, Valiyavila Road, Panamukkom, Kureepuzha P.O., Perinad, Kollam, 691604.
- (3) **Lilly J. Fernandez**, daughter of Catherine, aged 50 years, Nurse, residing at Valiyavila Family Estate, Valiyavila Road, Panamukkom, Kureepuzha P.O., Perinad, Kollam, 691604
- (4) **Joseph John**, son of John, aged 26 years, businessman, residing at Pattannavil House, Padappakkara, Mulavana, Kollam 691503.
- (5) **Johnny Kochupurackal**, son of Chacko, aged 47, businessman, residing at Kochupurackal House, Veliachal, Kothamangalam, Ernakulum District. (Hereinafter jointly referred to as the "Trustees") of the other part.

WHEREAS the Author of the Trust is desirous of making a public charitable Trust under the name "**VALIYAVILA FOUNDATION**" for the promotion of socio-economic, cultural, educational, healthcare, literary and other charitable activities for the **children of Christian Minority Community, especially for the backward classes of Latin Catholics and Dalit Christians** and to achieve the charitable objectives which are more clearly enumerated in the objects of this Trust deed.

Joseph D. Fernandez
Jay J. Fernandez
Joseph John

Jason J. Fernandez
Lilly J. Fernandez
Johnny Kochupurackal



Nb. 3835
3.8.2001

500323 Joseph D'Fernandez
Valiyavala Family Estate
Kuzheppuzha Po.
Perinad. Cottam

n/o. 66/2001/IV

ചരവൂർ തവണർ
കെ. രാസുലാൻ ഹിജാ

Signature

Presented at the municipal residence
building no. T.P. XVI. 2 of Kuzheppuzha
Club, Thrikkadavoor Village at 18.30 AM
on this the 18th day of August 2001 and
a fee of Rupees five (Rs 5/-) only handily

x JOSEPH D. FERNANDEZ

Signature

A1

Residing at Valiyavala Family Estate
18th day of August 2001 Sub Registrar
R.P. Dilip Kumar IAS

Execution admitted at the above
Sand herewith by

1) x JOSEPH D. FERNANDEZ

Signature

A1

Son of David V. Fernandez
Educationalist & Scholar
Valiyavala Family Estate, Valiyavala Road
Pannamkulam, Kuzheppuzha

2) x Jason J. Fernandez
Sons Joseph businessman
Residing at Valiyavala Family Estate
Valiyavala Road, Pannamkulam
Kuzheppuzha

3) x Jay J. Fernandez

Son of Joseph Computer Engineer
Residing at Valiyavala Family Estate
Valiyavala Road Pannamkulam
Kuzheppuzha

Dec 2001 n/o. 66 of 2001 of
Borki W. C. K. IAS

AND WHEREAS the Author of the Trust, himself has agreed to become a Trustee also.

AND WHEREAS the Trustees above named have agreed to become the First Trustees of this Trust as testified by their being parties to and executing these present.

AND WHEREAS the author of this Trust has contributed a sum of Rs. 100/- (Rupees one hundred only) and handed over to the Trustees which shall be the Corpus Fund of the Trust

AND WHEREAS the Author desires to reduce to writing the terms of the Trust.

NOW THIS DEED OF TRUST WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. For the purpose of effectuating the said desire, the Author of the Trust irrevocably transferred the said sum of Rs. 100/- (Rupees one hundred only) unto the Trustees (the receipt whereof the Trustees do hereby admit and acknowledge) to have and to hold the same and the accumulations thereof and the accretions thereto including the donations and investments thereof upon TRUST 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, contribution or in any manner whatsoever (all of which shall be designated as 'the Trust Properties') for the objects and purposes hereinafter expressed with the powers and on the terms and conditions hereinafter declared.

2. The Trustees do and each of them hereby agrees and declares that they, the Trustees, shall and will hold and stand possessed of the said sum of Rs. 100/- (Rupees one hundred only) made over to them as aforesaid, and such further sums of donations and subscriptions as may be received by the Trustees from time to time for the Trust and all the incomes or profits thereof, with all accumulations thereof and the additions and accretions thereto and the investments representing the same and all Trust Properties upon the Trust under the conditions, provisions and declarations concerning the same and hereinafter contained.

3. Name: The Trust shall be called "VALIYAVILA FOUNDATION"; but the Trust can establish, manage, support, collaborate or take over institutions under any name and style.

4. Office: The registered office of the Trust, for the time being, shall be at Valiyavila family Estate, Valiyavila Road, at Panamukkom, Kureepuzha, Kollam 691604. The Trust office can be transferred to any other place in India if so decided by the 3/4 of the majority of Trustees. The Trustees may open such office/offices at any time at another place or places as it may be so decided.

5. Area of Operation: The area of operation of the Trust shall be in the whole of India.

6. Objects: The objects of the Trust are:

(1) Advancement, promotion and spread of education, including higher education of the children of Christian Minority Community, especially for the backward class of Latin Catholics and Dalit Christians and for that purpose, to establish, maintain, support, take over, collaborate with, all kinds of educational institutions like Engineering Colleges, Medical Colleges, Law Colleges, and other colleges, including professional colleges, Schools, business management, Hotel Management, and Catering technology, Architecture, Shipping and Oceanography, Technology, and to establish Hostels, Libraries, laboratories, and providing grants, aids (financial and otherwise) donations, loans, scholarships, fees and prizes.

(2) to borrow or raise monies, secure loans, secure money for all or any of the objects of the Trust with or without the security in any manner the Trustees may think fit including by mortgages.

(3) to receive or accept donations, subscriptions, endowments, devices and bequests for all or any of the objects of the Trust from charity minded persons, organizations or institutions.

(4) to raise money from financial institutions such as banks, individuals, government agencies, and any other agencies with the approval of the Trustees

(5) to carry on all such acts, deeds or other things either alone or in conjunctions with other organizations or associations as are incidental or conducive to the attainment of the above objects of the Trust.

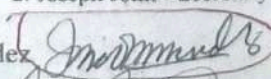
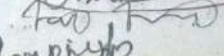
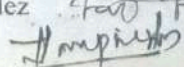
(6) to start, and maintain an association called Messengers of Social Change all over India in order to advance and encourage social responsibility and combat the evils of our society.

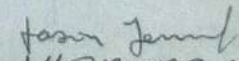
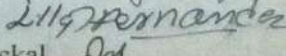

7. Trustees:

The Trust shall be governed by a Board of Trustees. The Board of Trustees shall consist of all the Trustees the number of which shall always be not less than two and not more than nine.

The following persons shall be the first Trustees of the Trust:

- 1. Joseph D: Fernandez - Chairman and Managing Trustee
- 2. Joseph John - Secretary

A) Joseph D. Fernandez 
 Jay J. Fernandez 
 Joseph John 

Jason J. Fernandez 
 Lilly J. Fernandez 
 Johnny Kochupurackal 

4. x Lilly J. Fernandez Lilly Fernandez
Daughter of Catherine, Nurse,
Residing at Valiyavila Family Estate
Valiyavila Road Panamkulam
Kureepuzha



5. x Joseph John Joseph John
Sung John, business man,
Residing at Pattanam road house,
Padappukkara, Madhavara
Kollam



6. x Johnny Kochupurackal. John
Sung Charles, business man,
Residing at Kochupurackal house
Schwamal, Kothamangalam
Ernakulam Dist



Identified at the above residence by

JENNY C. FERNANDEZ Jenny Fernandez daughter of Lilly,
Student, residing at Valiyavila Family Estate, Kureepuzha

Juliet T. Fernandez Juliet Fernandez daughter of Lilly,
student, residing at Valiyavila Family Estate, Kureepuzha

18th day of August 2011 Sub Registration at P. Deekhan
Deekhan

Registered as number 66 of 2011 of Book II

Volume no 73 on page no 103 to 108

Contains 4 entries 2nd entry. 18th day

of August 2011 Sub Registration at P.

Deekhan Deekhan



Returned to Sri. Rajendran Pillai, Resmi Bhavan, Njarackal
Thirikkambalam village on 21/8/11

- 3. Jason J. Fernandez - Treasurer
- 4. Jay J. Fernandez - Trustee
- 5. Lilly J. Fernandez - Trustee
- 6. Johnny Kochupurackal - Trustee

(2) The Trustees may elect by majority vote or nominate one of them as Chairman and Managing Trustee. The Chairman and managing Trustee may be appointed for any period of time. The first Chairman and Managing Trustee will be Joseph D. Fernandez. He shall be the Chairman and Managing Trustee for life or till he resigns.

(3) The Trustees will be at liberty to appoint additional Trustee(s) within the number mentioned above, for such period or on such terms as to retirement and reappointment as the Trustees that may consider proper. If any Trustee dies, retires, becomes unfit or incapable to act, the surviving Trustee or Trustees will appoint an interim Trustee in that place until election of new Trustees.

(4) A Trustee may resign his office of Trustees by communicating in writing to the Chairman and Managing Trustee.

8. Powers, Duties and Obligations of the Trustees:

- a. The Trustees shall have power in general to acquire all things and do all acts necessary to carry out the objects of the Trust.
- b. The Trustees shall accept donations either in cash or in other movable or immovable properties either with or without any special condition attached to it
- c. It shall be competent for the Trustees from time to time to frame, make, and enforce all such rules, regulations and by-laws not inconsistent with the express provisions of this Trust as the Trustees may deem proper for securing and facilitating the administration and management in details of the various departments relating to the activities and affairs of the Trust, and for convening, calling, and regulating the meetings of the Trustees and for appointing sub-committees and generally for the management and administration of the Trust estate.
- d. The Trustees shall have powers to amalgamate with and/or takeover other Trust or Trusts having wholly public charitable objects.

9. Managing Trustee:

The Chairman and Managing Trustee also shall have the power to appoint Trustee or Trustees for a term of three years, which appointment will have to be approved by the next board meeting. The Chairman and Managing Trustee has the power to appoint, remove and/or replace any Trustees.

Subject to the control and supervision of the Board of Trustees, the Chairman and Managing Trustee shall do the day-to-day management and administration of the Trust. He may delegate these duties to another appropriate person of his choice, but with the approval of the 2/3 majority vote of the trustees.

The Chairman and Managing Trustee may appoint a person or persons from the board to act as Vice Chairman, as Treasurer, as Secretary which appointments shall have to be approved by the board in the next meeting.

The Chairman and Managing Trustee will appoint an auditor for the Trust with the approval of the Board of Trustees.

10. Meetings:

- a. The meetings of the Trustees shall be held at least once in every three-month and minimum four such meetings shall be held every year.
- b. The meetings of the Trustees shall be convened by the Managing Trustee.
- c. The quorum for the meeting shall be one third of the total number of Trustees for the time being (any fraction being rounded off as one) or two Trustees whichever is higher. The meetings shall be presided by the Managing Trustee.
- d. Notwithstanding anything contained herein, any bonafide act done by the continuing Trustee or Trustees in the usual course of the administration of the Trust and which is otherwise authorized under these presents shall not be invalid by reason merely of not having requisite number of Trustees.

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|--|---|
| <p>Joseph D. Fernandez <i>A</i></p> <p>Jay J. Fernandez <i>Jay Fernandez</i></p> <p>Joseph John <i>Joseph John</i></p> | <p>Jason J. Fernandez <i>Jason J. Fernandez</i></p> <p>Lilly J. Fernandez <i>Lilly J. Fernandez</i></p> <p>Johnny Kochupurackal <i>John</i></p> |
|--|---|

- e. The managing Trustee shall keep or cause to be kept a minute book of the proceedings of the meetings of the Trustees.
- f. Within six months after the end of the financial year, the accounts of the Trust shall be presented before the meeting of the Trustees for its approval and then be audited by a Chartered Accountant appointed by the Trustees.
- g. It shall be lawful for the Trustees to pass the circular resolution if there is any matter to be decided very urgently. Such circular resolution shall be confirmed in the next meeting of the Trustees.

11. Bank Accounts:

Bank accounts of the Trust including overdraft accounts and loan accounts shall be opened and operated upon by the Managing Trustee or Treasurer or by any other Trustee authorized by the board of Trustees, whether the same be overdrawn or not.

12. Year:

The accounting year shall be the financial year ending on 31st March of every year. The Trustees are authorized to change the financial year ending on any other date.

13. The income/funds of the Trust shall be utilized only for the objects mentioned in this deed. And no part of the income/funds of the Trust shall be transferred or applied for the direct or indirect benefit of any of the persons as defined in Sec. 13(3) of the Income Tax Act of 1961.

14. Amendments:

Subject to the prior approval of the Commissioner of Income-tax any clause or clauses of this Trust deed may be amended by the 2/3 majority of the Trustees provided the agenda specially included the matter sought to be amended.

15. Dissolution. The Trustees may, if so decided with 2/3 majority dissolve the Trust and on dissolution, shall transfer the excess of assets which remains after satisfying all its debts and liabilities to any other Trust, society, institution or organization having similar objects of a charitable nature, specifically Latin Catholic Minority objectives in nature, as may be decided by the Trustees by 2/3 majority, but if 2/3 majority of the Trustees cannot be obtained then the surplus shall be given to the state government. No part of the Trust fund or its assets shall be transferred to the author of the Trust or to any of the Trustees at any time or under any condition upon such dissolution.

IN WITNESS THEREOF the parties have hereunto set and subscribed their hands on this day and month and year above written within the jurisdiction of the sub Registry office, Anchalumood with the intention to register it there.

Signed and delivered by the author of Trust and Trustees.

- 1. Joseph D. Fernandez *[Signature]* A1
- 2. Jason J. Fernandez *[Signature]*
- 3. Jay J. Fernandez *[Signature]*
- 4. Lilly J. Fernandez *[Signature]*
- 5. Joseph John *[Signature]*
- 6. Johnny Kochupurackal *[Signature]*

Witnesses:

- 1. Prasannan, son of Antony, Valiyavila veedu, Kumbalam, Kundara, Kollam. *[Signature]*
- 2. Valsala, daughter of Janaki, Poikkadu Moolayil, Pullangady, Champakulam, Alappuzha. *[Signature]*

Prepared by: J. Rajendran Pillai, Pandaplavil Thottam, Njarackal, License No: QDB469 *[Signature]*

Typewritten:

Note of correction: Nil

- 1. Joseph D. Fernandez *[Signature]*
- 2. Jason J. Fernandez *[Signature]*
- 3. Jay J. Fernandez *[Signature]*
- 4. Lilly J. Fernandez *[Signature]*
- 5. Joseph John *[Signature]*
- 6. Johnny Kochupurackal *[Signature]*

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