

ದಸ್ತಾವೇಜು ಪಾಳೆ
Document Sheet

₹ 3/-



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166/1647
Part-II

THIS DOCUMENT CONSISTS OF 28 PAGES
1ST PAGE OF DOCUMENT NO. 166 16-17

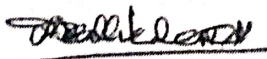
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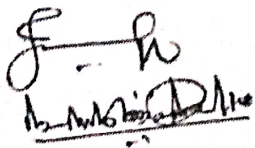
DEED OF TRUST

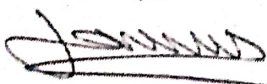
THIS INDENTURE OF TRUST is executed at Bangalore on this the 12th day of December 2016,

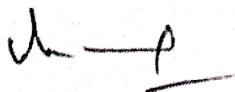
BY AND BETWEEN

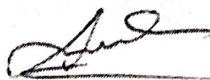
The Bishop of Syro Malabar Catholic Diocese Of Mandya, at present, **MOST REV.DR.ANTONY KARIYIL,CMI**, aged 66years, son of Sri. Late Joseph, residing at "Dharmaram College, DRC Post, Hosur Road, Bangalore 560 029, Karnataka State, hereinafter referred to as "**THE SETTLER**", and also being the **CHAIRMAN** of the Trust, which expression unless repugnant to the context or meaning thereof, include its successors- in- office, representatives, executors, administrators, nominees and assigns, represented by the General Power of Attorney holder, **Fr. Jomon K. Joseph**, a notarized GPA, dated 09.12.2016 of the **ONE PART**,

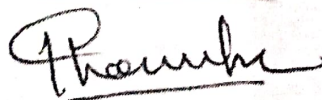
















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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 166

ಬೇಗೂರು ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 12-12-2016 ರಂದು 11:42:08 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ
1	ನೋಂದಣಿ ಶುಲ್ಕ	500.00
2	ಸೇವಾ ಶುಲ್ಕ	1020.00
	ಒಟ್ಟು :	1520.00

ಶ್ರೀ Most Rev.Dr.Antony Kariyil, CMI, Fr.George Alukka, Fr.Mathew Koikara CMI, Fr. Paul Vazhappilly, Fr. Joby Alex, Fr. Kuriakose Kunnath, Fr. Saji Kurian, Fr. Devasia K.V, Fr. Benny Sebastian Tharakunnel all are Rep by their GPA holder Fr. Jomon K Joseph ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Most Rev.Dr.Antony Kariyil, CMI, Fr.George Alukka, Fr.Mathew Koikara CMI, Fr. Paul Vazhappilly, Fr. Joby Alex, Fr. Kuriakose Kunnath, Fr. Saji Kurian, Fr. Devasia K V, Fr. Benny Sebastian Tharakunnel all are Rep by their GPA holder Fr. Jomon K Joseph			

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಸಹಿ ರಜಿಸಾರ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಬೇಗೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
1	Most Rev.Dr.Antony Kariyil, CMI, Fr.George Alukka, Fr.Mathew Koikara CMI, Fr. Paul Vazhappilly, Fr. Joby Alex, Fr. Kuriakose Kunnath, Fr. Saji Kurian, Fr. Devasia K.V, Fr. Benny Sebastian Tharakunnel all are Rep by their GPA holder Fr. Jomon K Joseph (ಬರೆಸಿಕೊಂಡವರು)			
2	Fr.Jomon K Joseph S/o K.P.Joseph . (ಬರೆಸಿಕೊಂಡವರು)			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಬೇಗೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

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AND IN FAVOUR OF

The Present Trustees

1. The Bishop of Syro Malabar Catholic Diocese of Mandya, at present, **Most Rev. Dr. Antony Kariyil, CMI**, S/o Late Joseph, aged about 66 years, residing at Dharmaram College, DRC Post, Hosur Road, Bengaluru- 560 029, **the Chairman of the Trust**, represented by the General Power of Attorney holder, **Fr. Jomon K. Joseph**, a notarized GPA, dated 09.12.2016.
2. The ProtoSyncellus of Syro Malabar Catholic Diocese of Mandya, at present, **Fr. George Alukka**, S/o. A.J. Varghese, aged about 49 years, residing at Priest Home, Infant Jesus Cathedral, Hinkal P.O. Hunsur Road, Mysore.570017, represented by the General Power of Attorney holder, **Fr. Jomon K. Joseph**, a notarized GPA, dated 09.12.2016.
3. The Syncellus, Syro Malabar Catholic Diocese of Mandya, at present, **Fr. Mathew Koikara CMI**, S/o Late Mr. Joseph Koikara, aged about 65 years, residing at Holy Family Church, 14th Main, Begur Road, Hongasandra, Bangalore- 560068, represented by the General Power of Attorney holder, **Fr. Jomon K. Joseph**, a notarized GPA, dated 09.12.2016.
4. The Chancellor, Syro Malabar Catholic Diocese of Mandya, at present, **Fr. Jomon K. Joseph**, S/o. K.P. Joseph, aged about 39 years, residing at Christ Home, Christ Public School Campus, BEML Lay out, Bogadi, Mysore – 570026.

Fr. Jomon K. Joseph

Fr. Jomon K. Joseph



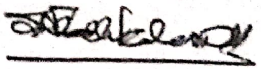
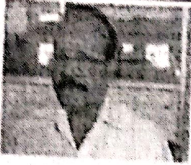
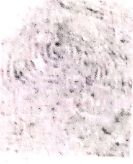
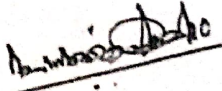


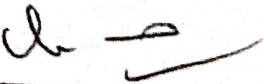
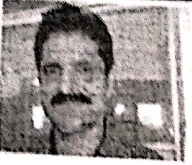

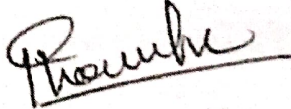
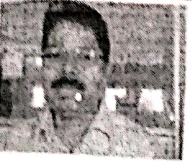





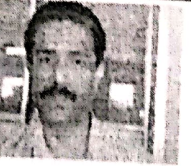


Fr. Jomon K. Joseph

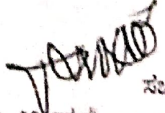
Fr. Jomon K. Joseph

Fr. Jomon K. Joseph

Fr. Jomon K. Joseph

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ಕ್ರಮ ಸಂಖ್ಯೆ	ನಾಮ	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಹಿರಿ
3	Fr. Thomas Kallukalam CMI, S/o Kallukalam Thomas Antony . (ಬರಹಗಾರರು)			
4	Issac K. Abraham S/o Abraham K.I . (ಬರಹಗಾರರು)			
5	Benny Sebastian S/o Sebastian O.J . (ಬರಹಗಾರರು)			
6	Thomas K.S S/o Sebastian Thomas . (ಬರಹಗಾರರು)			
7	Baby Joseph Kadiamkunnel S/o Joseph K.A . (ಬರಹಗಾರರು)			
8	Charly Mathew S/o P.C.Mathew . (ಬರಹಗಾರರು)			
9	Prof. Dr. Jain Mathew S/o Mathew Paul . (ಬರಹಗಾರರು)			


 ಸಹಿ ರಚಿಸಿದ
 ಹಿರಿಯ ಉಪನಿರೀಕ್ಷಕ ಅಧಿಕಾರಿಗಳು
 ಬೆಂಗಳೂರು, ಬೆಂಗಳೂರು ನಗರ ಪಿಲ್ಲೆ.



5. The Procurator, Syro Malabar Catholic Diocese of Mandya, at present, **Fr. Paul Vazhappilly**, S/o. V K Yacob, aged about 45 years, residing at #5/3, Bishop's House, Kalenahalli, Mandya Tq, Mandya Dt- 571 402, represented by the General Power of Attorney holder, **Fr. Jomon K. Joseph**, a notarized GPA, dated 09.12.2016.

6. The Secretary of Bishop, Syro Malabar Catholic Diocese of Mandya, at present, **Fr. Joby Alex**, S/o. Alexander, aged about 30 years, residing at Naripparayil House, Padichira, Wayanad, Kerala - 673 579, represented by the General Power of Attorney holder, **Fr. Jomon K. Joseph**, a notarized GPA, dated 09.12.2016.

7. The nominee of Bishop, Syro Malabar Catholic Diocese of Mandya, at present, **Fr. Kuriakose Kunnath**, S/o. Mathew, aged about 55 years, residing at Jyothir Vikasa, Kalenahalli, Mandya Dt. - 571 402, represented by his GPA holder **Fr. Jomon K. Joseph**, a notarized GPA, dated 09.12.2016.

8. The nominee of Bishop, Syro Malabar Catholic Diocese of Mandya, at present, **Fr. Saji Kurian**, S/o. Kurian, aged about 49 years, residing at Bishop's House, Mananthavady, Wayanad, Kerala - 670 645, represented by his GPA holder **Fr. Jomon K. Joseph**, a notarized GPA, dated 09.12.2016.

9. The nominee of Bishop, Syro Malabar Catholic Diocese of Mandya, at present, **Fr. Devasia K. V.**, S/o. Varkey K. V., aged about 39 years, residing at Jeevalaya, Gottigere P. O., Bengaluru - 560 083, represented by his GPA holder **Fr. Jomon K. Joseph**, a notarized GPA, dated 09.12.2016.

~~Fr. Jomon K. Joseph~~

Fr. Jomon K. Joseph
Fr. Jomon K. Joseph


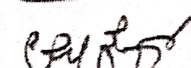
Fr. Jomon K. Joseph

Fr. Jomon K. Joseph

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Fr. Jomon K. Joseph


ಗುರುತಿಸುವವರು

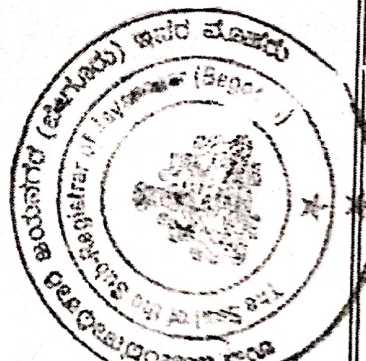
ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Murthy Koramangala, Bangalore	
2	Yogesh Begur Village, Bangalore	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಬೆಂಗಳೂರು, ಬೆಂಗಳೂರು ನಗರ ಇಲಾಖೆ.

ST.MARY'S PARISH CHURCH TRUST

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಬೆಂಗಳೂರು, ಬೆಂಗಳೂರು ನಗರ ಇಲಾಖೆ.


4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ BGR-4-00166-2016-17 ಅಗಿ
ಸಿ.ಡಿ. ನಂಬರ BGRD294 ನೇ ಡ್ವರಲ್ಲಿ
ದಿನಾಂಕ 12-12-2016 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ


ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ (ಬೆಂಗಳೂರು)
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಬೆಂಗಳೂರು, ಬೆಂಗಳೂರು ನಗರ ಇಲಾಖೆ.



10. The nominee of Bishop, Syro Malabar Catholic Diocese of Mandya, at present, **Fr. Benny Sebastian Tharakunnel**, S/o. Sebastian T. J., aged about 44 years, residing at Dharmaram College, DRC Post, Bengaluru - 560 029, represented by his GPA holder **Fr. Jomon K. Joseph**, a notarized GPA, dated 09.12.2016.

11. The Managing Trustee/Parish Priest of St. Thomas Parish Trust / St. Thomas Parish, at present, **Fr. Thomas Kallukalam CMI**, S/o. Kallukalam Thomas Antony, aged about 53 years, Situated at Christ School Road, Dharmaram College P.O, Bangalore -29 and residing at Maria Sadan, Christ School Road, Dharmaram College P.O, Bangalore -29, the Managing Trustee of the Trust.

12. The Trustee elected from the General Body (Pothuyogam) of St. Thomas Parish Church of the Trust, at present, **Mr. Issac K. Abraham**, S/o. Abraham K. I., aged about 70 years, residing at No.36, 6th cross, 1st main, Balaji Nagar, DRC Post, Bangalore.

13. The Trustee elected from the General Body (Pothuyogam) of St. Thomas Parish Church of the Trust, at present, **Mr. Benny Sebastian**, S/o. Sebastian O. J., aged about 48 years, residing at No8 A.K Colony, 1st Main S.G Palaya, D.R.C Post, Bangalore 29.

14. The Trustee elected from the General Body(Pothuyogam) of St. Thomas Parish Church of the Trust, at present, **Mr. Thomas K. S.**, S/o. Mr. Sebastian Thomas, aged about 48, years, residing at No. 2 , 7th Main, Chikkadugodi, Bangalore 29.

15. The Trustee elected from the General Body of the Donor Members of St. Thomas Parish Trust, at present, **Mr. Baby Joseph**,

~~Signature~~

J. S. B.
Mr. Baby Joseph

Signature

Signature

Signature
Signature

Signature

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Kodiamkunnel, S/o. Joseph K. A., aged about 56 years, residing at House, No. 20, 6th Cross, 2nd Main, Balaji Nagar, DRC Post, Bangalore – 560 029.

16. The Trustee elected from the General Body of the Donor Members of St. Thomas Parish Trust, at present, **Mr. Charly Mathew**, S/o. P. C. Mathew, aged about 46 years, residing at Flat # 311, Majestic Residency, Thavarekkare Main Road, Bangalore – 29,

17. The Trustee elected from the General Body of the Donor Members of St. Thomas Parish Trust, at present, **Prof. Dr. Jain Mathew**, S/o. Mathew Paul, aged about 53 years, residing at # 98, 11th Cross, 16th Main, BTM 1st Stage, DRC Post, Bangalore 560029.

Hereinafter referred to as the 'Trustees', (which expression shall unless inconsistent with or repugnant to the subject, meaning or context therein include the Trustees for the time being of these presents and their successors-in- office, executors, administrators, representatives and assigns), **on the other part.**

PREAMBLE

WHEREAS, The Catholic Diocese of Mandya, in Karnataka was erected on 18 th January 2010 by the synodal decision of the Syro Malabar Church, with the assent of the Holy See to keep their distinctive character especially in Socio-cultural, ascetic - spiritual life, to maintain the sacred tradition of St. Thomas Christians - the Christian by faith, Indian by culture and Oriental in Liturgy and also to share the liturgical, spiritual and other ecclesiastical traditions and the advancement of their evangelistic activity and at present Most Rev. Dr. Antony Kariyil CMI, is the Bishop of Mandya.

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WHEREAS the Syro Malabar Catholic Diocese will be governed by the provisions of the Code of particular law of the Syro Malabar Church and the Code of Canons of the Eastern Churches. The Bishop governs the Diocese entrusted to him in accordance with the Canon Law of the Church as sole Trustee.

Whereas now in accordance with the statutory requirements of the law of the land and also to preserve its tradition, culture and heritage of the Syro Malabar Community members residing in and around Doddahagade, Kempavaderahalli Village and surrounding areas of Kasaba Hobli, Anekal Thaluk, in a way which is beneficial to various sections of the society by promoting charitable, religious, social, cultural and educational activities, the SETTLER of the Trust, felt it necessary to spell out clearly all the aims and objectives, powers and restrictions as enshrined in the provisions of the Code of particular law of the Syro Malabar Church, the Code of Canons of the Eastern Churches and the Trust laws of the land for the proper administration and governance of the ecclesiastical and temporal goods and the other under mentioned objects by creating a Public Religious Trust.

In pursuance to the above intentions, the SETTLER of the Trust decided to create a irrevocable Public Religious, Charitable and Educational Trust, in their board of Trust meeting held on 11th December 2016, at St. Thomas Parish Trust office.

WHEREAS the said Trustees herein have given their consent to be the Trustees along with the settler for administering the affairs of the Trust in accordance with the Terms and Conditions herein after provided.

[Signature]

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6 [Signature]

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[Signature]

The words imputing the singular shall include the plural and vice versa and words imputing the masculine gender shall include the feminine and vice versa.

NOW THIS INDENTURE OF TRUST WITNESSETH AS FOLLOWS:-

1) **Name of the Trust:-**

The name of the irrevocable Public Religious, Charitable and Educational Trust hereby established shall be "**St. Mary's Parish Church Trust**",

2) **Office address:-**

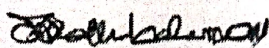
The office of the Trust for the time being shall be at Maria Sadan, St. Thomas Forane Church, Christ School Road, Dharmaram College P.O., Bangalore 560029, or at such other place or places as the Board of Trustees may hereafter decide, deem fit and proper, from time to time, within the jurisdiction entrusted by the Catholic Diocese of Mandya.

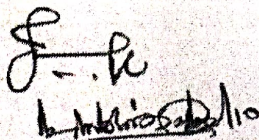
3) **Settler**

The Settler means the Bishop of Catholic Diocese of Mandya appointed from time to time.

4) **Jurisdiction:-**

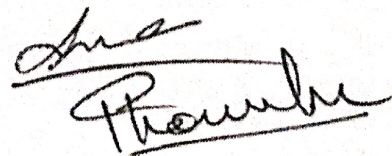
The boundary of the Parish for its ecclesiastical, Liturgical activities and Eucharistic celebrations shall be the area demarcated and allocated by the Bishop of the Catholic Diocese of Mandya. The unification or bifurcation of boundary of the Parish shall be purely at the discretion and the decision of the Bishop of the Catholic Diocese of Mandya. Whereas the Trust is entitled to purchase, construct, lease or sell any immovable properties in the best interest of the Trust anywhere in India.

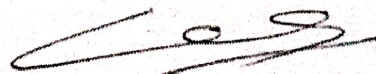












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5) Nature of Trust:-

This Trust shall be a public Religious, Charitable and Educational Trust. All properties, funds and income there from and all services shall be applied only towards the public religious and charitable purposes of all the public at large without any distinction as to religion, caste, creed, region or sex.

6) Trust Fund:-

The SETTLER of the Trust in order to effectuate the objectives of the Trust hereby vests a sum of Rs.5000(Rupees Five Thousand only) as initial fund of the Trust and the Trustees to hold the same together with all additions and accretions, all moneys and properties, movable and immovable which may be received by them hereinafter either by way of purchase, donations, endowments, gifts, rent, interest, loan or income in any other form and all investments representing the same, all of which hereinafter referred to as the Trust Fund, upon Trust and subject to the powers, provisions and declarations contained herein the deed or any agreements concerning the same. None of the Trustees will at any time be individual owners of any properties of the trust.

7) Expenses:-

The Board of Trustees shall get in and collect the royalties, interest and other income of the Trust properties and out of the same, in the first instance, pay and discharge all the costs, charges and expenses incurred in or about the collection of the same and relation to the administration or execution of any of the powers of these presents and subject thereof to apply the whole of the residue of the said interest, dividend, royalties and other income or perform thereof as the Board of Trustees may deem fit as well as the whole or any part or parts of the corpus of the Trust properties for and in the manner hereinafter provided.

[Signature]

J. B.
[Signature]

[Signature]
[Signature]

[Signature]
[Signature]

[Signature]



8) UTILIZATION OF TRUST PROPERTY:

The board of Trustees shall utilize the trust property to achieve the purpose and objects of the Trust and no portion of it shall be utilised for payment to the Settler or Trustees by way of profit, interest, dividends, bonus, etc.

9) FUNDS OF THE TRUST: The funds of the Trust shall consist of:

9.1. The Trust fund shall consist of the initial contribution from the Settler, income derived from the Trust, properties or the institutions functioning under the Trust;

9.2. Donations, contributions and borrowings/Loan and grants received by the Trust

9.3. Grants from Government and other bodies received by the Trust.

9.4. Proceeds derived from royalties and administrative services rendered to Seminars, and training camps, publications, conducted tours and pilgrimage and remuneration from any other activities of the Trust.

9.5. Contributions from individuals or organizations and income by way of fund raising program.

9.6. The funds and income of the Trust shall be solely utilized for the achievement of the aims and objectives of the Trust and no portion of it shall be utilized for payment to the Settler or Trustees by way of profit, interest, dividends, bonus, etc.

9.7. The Trustees shall not infringe the provisions of the section 13(1) (c) of the Income-tax Act.

9.8. The funds of the Trust shall be invested under the modes specified under the provisions of section 11(5) read with section 13

Dr. S. K. Kulkarni

S. K. Kulkarni

M. M. Kulkarni

[Signature]

[Signature]
Pranab

[Signature]

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(1) (d) of the Income-tax Act.

10) Aims and objects:-

10(1) The Trust shall undertake activities as envisaged by the Code of particular law of the Syro Malabar Church and the Code of Canons of the Eastern Churches. The Trust shall preserve and promote the Catholic faith according to Syro-Malabar Rite, its traditions, culture and heritage.

10(2) To preserve, foster and promote the Catholic Faith according to the Syro Malabar Rite and traditions, Culture and heritage in a way which is beneficial to various sections of the society by promoting religious, social, educational, cultural and humanitarian welfare activities in the area of operation entrusted by the Bishop of Catholic Diocese of Mandya and for furtherance of aforesaid objectives and to manage and maintain the Catholic Faith and heritage.

10(3) The construction of church, Priest's Residence, Catechism Centre, Cemeteries, Hostels, Schools, Colleges, Hospitals, Community halls, Old age homes, Libraries and other Religious institutions, Associations, other educational, Social and Religious ventures as may from time to time seem good and necessary in accordance with the prevailing laws of the land.

10(4) To conduct Retreats, Bible Conventions, Seminars and similar programs in different languages and provide pastoral care for the spiritual growth of the Syro Malabar Catholics and to promote people's integrated human development involving basic amenities, vocational skills, adult literacy, career guidance Services, housing, human rights, income generation ventures and people's total self-reliance.

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10(5) To promote, to foster and to establish spiritual, social and Religious activities and projects for the welfare of the people irrespective of cast, creed, region or religion.

10(6) To run orphanages, destitute houses, work centres, schools and rural development among youth, Children and relief of the poor education, advancement of education and medical relief.

10(7) To enter into agreement with the state or Central government or any other local authority and to avail any rights, grants, concessions etc. that may be conducive to the furtherance of the objects of the Trust.

10(8) To raise funds and to receive and use any gift, donation in cash or other movable or immovable property.

10(9) To purchase, possess, administer, manage and sell or lease any immovable properties anywhere in India for the establishment of the aforesaid purposes.

10(10) To subscribe or give donations financially or otherwise to aid any other charity having similar objects of the Trust.

10(11) To pursue all these objectives in a spirit of co-operation with all interested persons irrespective of caste, creed, region or religion.

10(12) To organize activities that promotes patriotism, national integration and peace.

10(13) To arrange and organize spiritual, social and cultural programs for people from time to time and to undertake activities for regulation of Divine Worship, provision of fitting support of the clergy and other ministers and the carrying out of the sacred apostolate and incidental charity.

Secretary

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Asst. Secretary

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10(14) To undertake activities for sensitizing people to preserve the environment.

10(15) To organize inter religious seminars, programs, lectures and training for peace, harmony, tranquillity in the society and to organize conferences, camps, Retreats, workshops, Festivals, Rallies and meetings to promote spiritual values, human development, national unity and World Peace.

10(16) To aid, support or make donations in cash or in kind for the benevolent activities of other Institutions, Societies, Trust or to any other Organization undertaken activities similar to the objects of the Trust and its benefits are open to all irrespective of Caste, Creed, Religion, Community and Sex.

10(17) To do any or all such acts and deeds as shall be conducive to the attainment of the objects of the Trust.

All the income and properties movable or immovable of the Trust shall be solely utilized towards the achievement of the objects and no portion of it shall be utilized for payment to Trustees by way of profit, interest, dividend etc. These objects shall be pursued without any intention of earning profit and no distinctions shall be made on the basis of caste, creed, religion, language, gender, or region. The facilities and services will be open to the public at large.

11) BOARD OF TRUSTEES

The Board of Trustees shall be governed in all matters by the directions and instructions made by the Bishop of Catholic Diocese of Mandya, Code of particular law of the Syro Malabar Church and the Code of Canons of the Eastern Churches, the Trust Laws of the Land and the Diocesan Statute of the Catholic Diocese of Mandya for the proper administration and governance of its Ecclesiastical, Liturgical,

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Spiritual, Evangelistic and Eucharistic activities and also for the management of temporal goods.

At present the composition of the Board of Trust shall be:-

11(1) The Bishop of the Syro Malabar Catholic Diocese of Mandya shall be one of Trustees and also the Chairman of the Trust.

11(2) The ProtoSyncellus of the Syro Malabar Catholic Diocese of Mandya shall be one of the Trustees.

11(3) The Syncellus of the Syro Malabar Catholic Diocese of Mandya shall be one of the Trustees.

11(4) The Chancellor of the Syro Malabar Catholic Diocese of Mandya shall be one of the Trustees.

11(5) The Procurator of the Syro Malabar Catholic diocese of Mandya shall be one of the Trustees.

11(6) The Secretary of the Bishop of Syro Malabar Catholic diocese of Mandya, shall be one of the Trustees.

11(7) The Managing Trustee / the Vicar of St. Thomas Parish Trust/ Church, appointed by the Bishop of Catholic Diocese of Mandya shall be one of the Trustees and also the Managing Trustee of the Trust. His trusteeship shall be for two years only.

11(8) The Trustees (Kaikarans) elected or nominated by the General Body (Pothuyogam) of the St. Thomas Parish Church from time to time shall be the Trustees of the Trust and their trusteeship shall be two years only.

11(9) The Trustees (Kaikarans) elected or nominated by the General Body (Pothuyogam) of the Donor members of St. Thomas Parish Trust from time to time shall be the Trustees of the Trust and their trusteeship shall be two years only.

11(10) The Trustees nominated by the Bishop of Catholic Diocese of Mandya (if any) shall be the Trustees of the Trust. Their trusteeship shall be maximum three years only. The Bishop can appoint or

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remove any number of Trustees of his own choice for the attainment of the objects of the Trust.

12) General Body (Pothuyogam)

Pothuyogam is the communion of Syro-Malabar Catholic members in the Parish Church above the age of 21 years. It is an advisory body. It is a body of all the Heads of the families in the Parish Church. It includes Parish Priest, assistant Parish Priests, Superiors of the Houses of the Institutes of Consecrated life, Trustees of the years and Heads or authorised representatives of every family registered in the Parish Church, who is not below the age of 21 years. The structure, functions, duties, tenure, membership qualifications, disqualifications and the procedure of conducting the general body meeting shall be in accordance with the provisions of the Code of Canons of the Eastern Churches, Code of particular law of the Syro Malabar Church and the Diocesan Statute of the Catholic Diocese of Mandya.

13) Parish Council:

Parish Council is a policy making body. It is constituted in accordance with the Code of Canons of the Eastern Churches, Particular laws of the Syro-Malabar Church and Statute of Catholic Diocese of Mandya.

14) Period of Trusteeship:

The period of Trusteeship of Trustees in the representative capacity on the basis of their position or office they are holding in the Syro Malabar Catholic Diocese of Mandya, shall be as long as they hold their respective office or position in the Catholic Diocese of Mandya. The Bishop shall nominate, in addition to the Eparchial curia, other selected members from the Diocese, if necessary. The period of Trusteeship of the nominees of the Bishop shall be maximum three years. It shall be one year for the Trustees (Kaikarans) elected /

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nominated from the General Body (Pothuyogam). To increase or reduce the number of Trustees in the Board of Trust shall be purely at the discretion and decision of the Bishop of Catholic Diocese of Mandya .

15) Powers and functions:-

15(1) The administration, management and control of the Trust and Trust fund shall vest in the hands of the Board of Trustees. The Trust shall utilize the Trust property to achieve the purpose and the objectives of the Trust mentioned in this indenture and as stipulated in the Code of particular law of the Syro Malabar Church, the Code of Canons of the Eastern Churches, directions and instructions made by the Bishop of Catholic Diocese of Mandya and Trust laws of the land. The Board of Trustees shall be entitled to utilize the corpus of the Trust fund for the purpose of carrying out the objects of the Trust and for providing facilities and undertaking activities as aforesaid in such a manner as it is decided in the formal meeting of the Board of Trustees.

15(2) The Board of Trustees shall be entitled to receive upon such terms and conditions, as they may deem fit, donations, gifts, subscriptions in cash or in kind, either movable or immovable properties and to collect funds by public or private appeal for carrying out the objects of the Trust.

15(3) The Board of Trustees shall conduct the affairs of the Trust efficiently and diligently for attaining the objects of the Trust. They have the powers to invest Trust Fund in any manner as they deem fit and in compliance with the objects of the Trust in accordance with the provisions of section 11 (5) read with section 13 (1) (d) of the income Tax Act 1961 as amended from time to time and to borrow by way of loans and advances from bank/s, financial institution/s or any other

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third party on such terms and conditions as may be prescribed which are reasonable and to provide securities for such loans and advances and also raise funds by conducting cultural Programs exclusively to serve the objects of the Trust, All borrowing decisions shall be taken with two-thirds majority of the Board of Trustees

15(4) The Trustees shall work in honorary capacity and shall not take any pecuniary advantage except that they are entitled for reimbursement of reasonable expenses actually incurred in the conduct of their duties and responsibilities as Trustees. No Trustee or his family members shall be entitled to take any loan neither from the Trust Fund nor any advantage in whatever form. Subject to the above provisions, however if any of the Trustee has personally rendered any services of the nature provided for in this Trust, he/she is entitled for remuneration as approved by the Chairman of the Trust.

15(5) The said Trust shall purchase, construct, lease, rent or sell any movable or immovable properties anywhere in India, pledge or mortgage in the best interest of the Trust and for the objects of the Trust only and all such decisions shall be taken with two-third majority of the Board of Trustees.

15(6) The said trust shall be at liberty to sell such portion or portions of the Trust property either by public auction or private sale at such price or prices and on such terms and conditions as they may in their absolute discretion think fit and proper and to execute all conveyances or other assurances and to pass effectual receipts.

15(7) The Board of Trustees or a Trustee authorized by the Board of Trustees has to appear before all Authorities for registration of deeds and other instruments and to execute, present and register or cause to be registered any deed, document in which the Trust is interested or involved.

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16) Cessation of Trusteeship

16(1) In the event of his death

16(2) By voluntary resignation accepted by the Board of Trustees.

16(3) If he is adjudged insolvent or if he is of unsound mind.

16(4) If he is convicted of any criminal offence or any offence involving moral turpitude.

16(5) By cessation of period of Trusteeship

16(6) By cessation of his respective position or office he holds, if he is in a representative capacity on the basis of office or position he is holding.

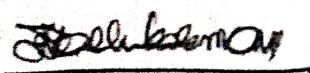
16(7) If he is terminated or removed, after giving reasonable opportunity of being heard, for grave misconduct or conflict of interest with the object of the Trust where his continuation in the Board of Trustees is untenable or on ethical or moral grounds where his presence in the Board of Trustees bring disrepute in the Trust.

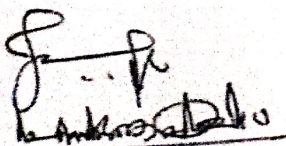
16(8) Declaration that he is disqualified under the Code of particular law of the Syro Malabar Church and the Code of Canons of the Eastern Churches.

16(9) The cessation of period of trusteeship for the Managing Trustee/ Parish Priest and all other Trustees from the St. Thomas Parish Church and St. Thomas Parish Trust shall be two years.

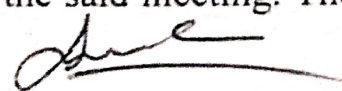
17) Meetings:-

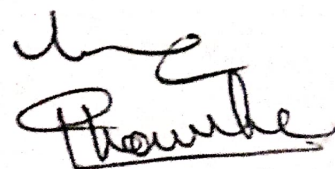
The Trust shall hold Annual General Body Meeting at a time and place to be determined by the Chairman of the Trust. During the said Annual General Body Meeting, Annual Report shall be presented and also the accounts audited by a Chartered Accountant of the past financial year shall be presented and approved. Annual Budget and appointment of auditor shall be done in the said meeting. There shall













be a meeting of the Board of Trustees at least once in two months with a prior notice. The quorum of the board of Trustees shall be **Five** for the day to day affairs, general administration and management of the Trust. Whereas any major decisions like, sale or purchase, mortgage the Trust property for availing Bank loan, repairs and maintenance exceeding the cost of rupees **Ten lakhs** have to be approved by the Chairman.

18) Chairman:-

The Bishop of Catholic Diocese of Mandya shall be the Chairman of the Board of Trustees. Meetings of the Board of Trustees will be presided over by the Chairman or in his absence the Managing Trustee. The Board of Trustees meetings may be convened by the Chairman without prior notice if there is any necessity or emergency requiring immediate action. It is the discretionary right of the Chairman to increase or reduce the number of Trustees in the Board of the Trust.

19) Managing Trustee:-

The Parish Priest appointed by the Bishop of Mandya shall be the Managing Trustee to look after, administer and manage the day-to-day affairs of the Trust and its properties along with the other Trustees. The Trust shall be represented by its Managing Trustee for the purpose of filing suit in the name of the Trust or to defend the Trust in any Court of Law or before any authority. The Managing Trustee shall keep, maintain and preserve all records and documents relating to the Trust and its properties. He shall convene meetings of the Board of Trustees and maintain regular records of the proceedings of such meetings. He shall be the custodian of correspondences required in connection with the management of the Trust. He shall implement all resolutions of the Board of Trustees.

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20) Chief Trustee :-

One of the Trustees elected by Pothuyogam shall be appointed as the Chief Trustee for a period of one year. The Managing Trustee shall appoint the Chief Trustee from the Board of Trust from time to time.

21) Secretary:-

One of the elected Trustees shall be appointed as Secretary of the Trust by the Board of Trustees. The Secretary shall maintain the minutes of the meeting duly signed by the managing Trustee or the person presiding over the meeting.

22) Treasurer:-

One of the elected Trustees in the General Body (Pothuyogam) shall be appointed as treasurer of the Trust by the Board of Trustees.

23) Annual Accounts and Audit:- The Treasurer shall be responsible for maintaining true and correct accounts of the Trust and it shall be closed on 31st March every year. A Chartered Accountant appointed by the Board of Trustees shall audit the accounts. An Internal Auditor shall audit the monthly Statements of Accounts before submitting to the Parish Council.

24) Bank Account:-

Board of Trustees may open bank accounts in the name of the Trust in public sector banks or scheduled banks. The bank account shall be opened and operated jointly by the Managing Trustee and one of the Trustees nominated by the Bishop, Syro Malabar Catholic Diocese of Mandya. Whereas the Bank account of any institution/s, organisation/s, or association/s established under the said Trust in Public Sector bank/s or scheduled bank/s shall be opened and operated jointly by such persons and in such manner as resolved by the board of Trustees from time to time.

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25) Organizations/ Associations of the Church under the Trust:-

The Church under the Trust shall establish, maintain and run different Organizations/Associations such as Vincent De Paul, Professional Forum, Sunday Catechism, Mathruvedhi, Pithruvedhi, Mission League, Youth Associations, Altar Boys and any other pious organizations or associations formulated under the provisions of the Code of particular Law of the Syro Malabar Church and the Synodal decision of the Syro Malabar Catholic Church. The Bank A/C shall be open and operated jointly by such persons and in such manner as may be directed by the Board of Trustees in their resolution from time to time”.

26) Arbitration:-

The Board of Trustees shall have full powers to sue and to be sued and to compromise or compound all actions, suits, and proceedings and refer any dispute or difference to arbitration and to adjust or settle accounts relating to the Trust Fund.

27) Borrowing:-

The Trust can borrow funds for implementing or carrying out any of the objects and purposes of the Trust from any Banks, Financial Institutions or Private parties on security by mortgaging or pledging any of the immovable or movable properties of the Trust or without security, of such interest and on such terms and conditions and all such decisions shall be taken with two-thirds majority of the Board of Trustees.

28) Rules and regulations:-

The Trustees shall be entitled to frame rules and regulations for the conduct of their business, for the administration of the Trust and the carrying out of its objects and to alter, amend or vary such rules and regulations from time to time as they may deem proper and fit. Such

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rules and regulations framed shall not be in contravention to the provisions of the income tax act and inconsistency with the terms of the Trust Deed.

29) Amendment:-

No amendment, alteration or addition to any of the clauses / provisions of the Trust Deed be made which is repugnant to the provisions of section 2(15), 11, 12,13 and 80 G of the income Tax Act 1961 as amended from time to time. No amendment shall be made altering the basic character / objects of the Trust, nor any amendment shall be carried out without the approval of the Commissioner of income tax having the jurisdiction. Subject to these, amendment can be made to any of the clauses / provisions of the Trust deed in the meeting of the Trustees, with two third majority of the Board of Trustees.

30) Dissolution:-

In the event of dissolution or winding up of the Trust, the assets, remaining after meeting its Liabilities, under no circumstances shall be distributed among the members of the Trust or any other members, but the same shall be transferred to another Trust / society with similar objects as decided by the two-third majority of the members of the Board of Trustees and in case the Trust is already recognized under income tax act 1961 as amended from time to time for exemptions under section 80 G, then the transferee Trust / Society should be similarly placed getting exemptions under the same section 80 G of the income tax act.

31) Declaration:-

The aims and objects of creating this Trust is to deliver benefits and services, Religious and Charitable in nature to the public in general, irrespective of caste, creed, religion, gender or region and without any intention of earning profit. No business shall be carried on unless the

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activity is carried on in the course of the actual carrying out of the objects of the Trust. The Trust shall not undertake any activity with profit motive though there could be incidental profits in the execution of activities for Trust objects and no activities shall be carried outside the territories of India. No benefit shall be taken or gain made directly or indirectly by the Trustees or any member of the administering / advising bodies nor any income of the Trust shall be distributed among them or any other person falling under section 13(3) of income tax act 1961 as amended from time to time. No portion of income or assets will be utilized for payment of Trustees directly or indirectly by way of profit, dividend, interest etc. No clause or provision of this deed can be inconsistent with it being a public Religious Trust and to that extent the same clause or provision shall be inoperative and invalid.

32) Indemnity

The Trust shall be fully kept indemnified and harmless by the Trustees against any action, claim or loss suffered or liability arising against them, on account of anything done by them in good faith pursuant to the powers and authority conferred on them by these presents.

33) Breach of Trust

No Trustee shall commit any act or breach of the Trust fund or property or cause any loss to the Trust property or commit fraud in the administration of the Trust fund / property.

34) Irrevocability:-

This trust shall be and remain irrevocable for all times and the Settler doth hereby declare that he has relinquished, disclaimed, surrendered, determined and doth hereby also release, relinquish, disclaim, surrender and determine all rights or powers, if any, he has or may

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have been reserved to him or which may be regarded as having been reserved to him either by these presents or otherwise howsoever in any of the Trust properties hereby settled. The income of the Trust and the Trust fund may be held by the Board of Trustees upon the trust and subject to the powers, provisions, agreements and declarations contained in these presents to the entire exclusion of the settler or any benefit to him by contract or otherwise.

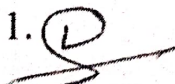
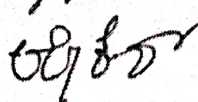
35) Miscellaneous

35.1 In case there is any doubt or ambiguity regarding any of the provisions of this deed of Trust, it shall be referred to the General Body (Pothuyogam) and then to the Bishop of Mandya. The decision of the Bishop of Mandya shall be final regarding that matter.

35.2 All clauses herein are intended to secure exemption from Income Tax on the income of contributions and donations to the Trust and any clause or portion of this Deed of Trust which is inconsistent with or repugnant to the sections of the Income Tax Act, 1961 as amended, substituted or modified from time to time, shall be deemed to be deleted or modified with effect from the date on which the sections to which the clause or part of a clause is repugnant or inconsistent comes into force.

In witness whereof the settler and the Trustees have set their hands and signatures the day, month and year first herein above written.

Witnesses:-

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Bangalore
2. 
Koramangala
Bangalore

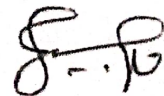
Settler

1 Dr. Antony Kariyil



Present Trustees

1. Dr. Antony Kariyil



2.

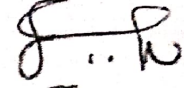
2. Fr. George Alukka



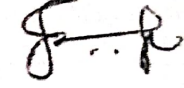
3. Fr. Mathew Koikara



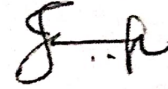
4. Fr. Jomon K. Joseph



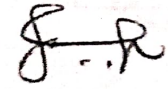
5. Fr. Paul Vazhappilly



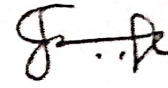
6. Fr. Joby Alex



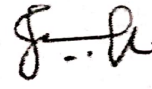
7. Fr. Kuriakose Kunnath



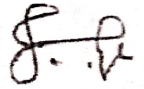
8. Fr. Saji Kurian



9. Fr. Devasia K. V.



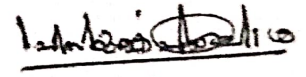
10. Fr. Benny Sebastian Tharakunnel



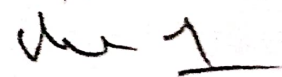
11. Fr. Thomas Kallukalam CMI



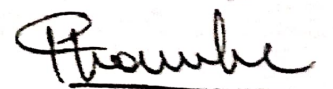
12. Issac K. Abraham



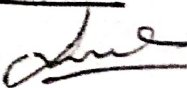
13. Mr. Benny Sebastian



14. Mr. Thomas K. S.



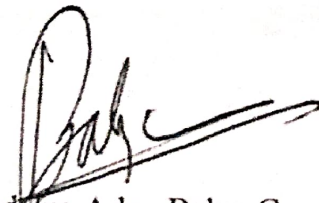
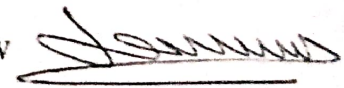
15. Mr. Baby Joseph Kodiamkunnel



16. Mr. Charly Mathew



17. Prof. Dr. Jain Mathew



Drafted by Adv. Baby George, KAR/ 1322/05, No. 21, Manjunatha Layout,
Naganathapura, Electronic City, Bangalore 560 100