

24/IV/2020

भारतीय नै न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु. 1000

Rs. 1000

KERALA

TRUST AMENDMENT DEED



Settler : ANNAMMA IYPE

THIS DEED OF AMENDMENT is made on the 16th October 2020 (16-10-2020) by Annamma Iype (Holder Aadhaar No. 574563641154), W/o. (late) Sri. Iype, aged 82 years, House wife, residing at Kochukudiyil House, Kaloor P.O, Kaloor Kara, Kalloorkad Panchayat, Kalloorkad Village, Muvattupuzha Taluk, Ernakulam District, Kerala, PIN - 688 668 (hereinafter known as settler).

Settler of the Trust : Annamma Iype P. I. (Annamma)

No: 10509 Rc: 1000 16/10/2020

Managing Trustee Annamma Iype *Annamma*



Presented in the residence of the executant, 10/435
at Kaloor at 5.10 on the 16th day of October 2020
by affixing the Passport Size photograph and
thumb impression of the executant under section 32 A
and a fee of Rs. 300/- Paid by
Kochukudiyil house

Annamma Iype P.I. Cungaman

Dated 16th October 2020

K.O. Thomas
Sub Registrar

Execution admitted by
Kochukudiyil house

Annamma Iype P.I. Cungaman

w/o Iype, House wife, Kaloor
for Iype Memorial Educational Trust,
as Managing Trustee.

Identified by.

1) Vaidikbalath Gramasekaly Cungaman
P.I. to Kanchikal

24 13 2020 10

WHEREAS a Trust by the name "**IYPE MEMORIAL EDUCATIONAL TRUST**", is duly registered as deed No.19/2003, Book IV dated 23rd May, 2003 with the Sub Registrar Office, Kalloorkad.

Now hereby declare that the following additions/amendments shall be made to the Deed of the Trust registered as Deed No.19/2003, Book IV dated 23rd May, 2003 with the Sub Registrar Office, Kalloorkad.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In page 2 of the Trust deed, Clause 3(k) shall be amended as follows:
To invest the Trust funds in Government Securities, savings or schemes etc. or in banks for attaining the objects mentioned herein and as per the provisions of section 11(5) r.w.s.13(1)(d) of the income Tax Act, 1961 and other provisions applicable to the charitable trusts.
2. In page 3 of the Trust deed, Clause 3(t) shall be amended as follows:
To do any other act for the advancement of any other object of general public utility not involving any activity of profit. The Trust can carry out business activity not for the purpose of profit, but only incidental to the main objectives of the Trust, subject to the conditions stipulated in Section 11(4) and proviso to Section 80G(5)(1) of the Income Tax Act, 1961. The objects of the Trust would be carried out without any profit motive and only in India.
3. In page 4 of the Trust deed, clause 9 shall be amended as follows:
 - 9.1 No person shall be eligible to hold office of the Trustee, who is a minor, insolvent, a person of unsound mind, a paid servant under the Trust or any of the institutions under the trust, a person convicted by a court for a criminal offence involving moral turpitude, or any person against whom disciplinary action is taken and punishment inflicted for serious allegation of corruption or misbehavior or disobey the decisions of the General Body.

Settler of the Trust : **Annamma Iype** P. I. J. Curry amma

Tessy Joseph Jerry Joseph D/o V.P. Joseph
Kochukudy, House wife Kaloor

Dated 16th October 2020 K.O. Thomas
Sub Registrar

24 2020
TV 2
17/ 185 13 2nd sheet

Dated 16th October 2020 K.O. Thomas
Sub Registrar

9.2 The following persons are the present trustees.

1. Iype Varghese
2. Jessy Joseph
3. Thomas J Kappen
4. Mathew Lukose
5. Mollykutty V P
6. Lovely Cherian
7. P D Devasia

9.3 The general management and control of the Trust for the purpose of managing the Trust affairs and properties shall vest in a Board of Trustees not exceeding eleven trustees.

9.4 The Board of Trustees shall have a Managing Trustee and Secretary to be elected by the Board of Trustees.

Managing Trustee

Managing Trustee shall have the following powers.

- i). The Managing Trustee will preside over the meetings of the Board.
- ii). The Managing Trustee of the Board of Trustees shall have custody and control of all the Documents, accounts, papers and other matters and things relating to the trust and its properties.
- iii). The Managing Trustee of the Board of Trustees shall have subject to the control, direction and superintendence of the Board of Trustees, all and every power for the purpose of managing, conducting and administering the affairs of the trust and the institutions and establishments owned, run or conducted by the trust.

Settler of the Trust : **Annamma Iype** P. J. Curran

24 2020 10
13 3
h

- iv). The Managing Trustee shall have the power to represent the Board of Trustees of the Trust in all matters, including to sue or to be sued or to depute any Advocate for litigation purposes.
- v). To open and operate the bank account/accounts of the Trust jointly with the Secretary of the Trust or anyone in the Trust, approved by the Board.
- vi). To arrange for the maintenance of correct and proper accounts of the receipt and payments of the Trust and the assets and liabilities of the Trust
- vii). To keep and maintain in safe custody of all account books and receipt book relating to the affairs of the Trust.
- viii). To present receipts and payments account before committee meetings.

Secretary

Secretary she shall have the following powers.

- i). To file on behalf of the Trust necessary applications before any authority.
- ii). To open and operate the bank account/accounts of the Trust jointly with the Managing Trustee of the Trust.
- iii). To take appropriate actions against any irresponsible employees of the trust.
- iv). To manage the day to day affairs of the trust.
- v). To issue notice of the meetings of the Board of Trustees and General Body.
- vi). To record the proceedings of any meeting in the minutes book of the Trust.
- vii). To present accounts of the Trust before the Board of Trustees and Annual General Body meeting.

Settler of the Trust : **Annamma Iype**

P. I. I. Curry amma.

24

2020

IV

13

4

✓

9.5 **Removal and Termination of a trustee**

Any trustee member can be removed from trusteeship for insolvency or who is acting prejudicial to the interest of the Trust or convicted of a criminal offence and punished with imprisonment exceeding 6 months or be absent from attending three consecutive meetings of the Board of Trust meetings without leave of absence after a resolution passed by the Board with 3/4 majority after affording him an opportunity of being heard in the matter.

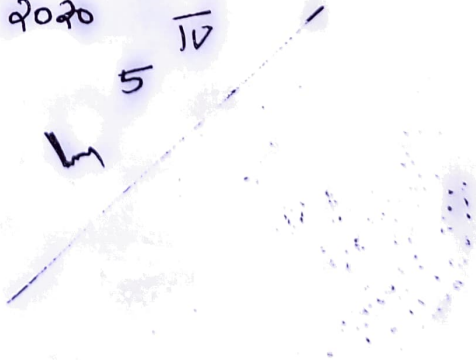
4. In page 4 of the Trust deed, clause 11 shall be amended as follows :

- 11.1 **Board Meetings:** The Board meeting will be held, at least, once in six months, notice of such meeting being given, at least, a week in advance. Decisions will be taken as far as possible by consensus and in the event of any difference by majority. Where the votes are equal, the Managing Trustee will have the casting vote. The quorum for the meetings of the Board of Trustees shall be 33% provided that in a case a meeting could not be held for want of quorum, meeting shall stand adjourned to the same place, time and day in the succeeding week and trustees members present in the adjourned meeting shall constitute the quorum.
- 11.2 **Annual General Body Meeting:** The Trust shall hold an annual general meeting of the trust within three months of the closing of the financial year in which the annual accounts as audited by the auditors of the Trust and their report, annual report of the Board of Trustees for the working of the year, budget for the ensuing year are to be placed before the members and are to be adopted by them. This meeting is also to appoint auditors for the ensuing year. The annual elections results of the Board of Trustees and its office bearers are also to be held or announced in this meeting. The meeting may transact any other business with the permission of the Managing Trustee.

Settler of the Trust : Annamma Iype

P. I. Cuyaneu

24 2020 10
13 5
L

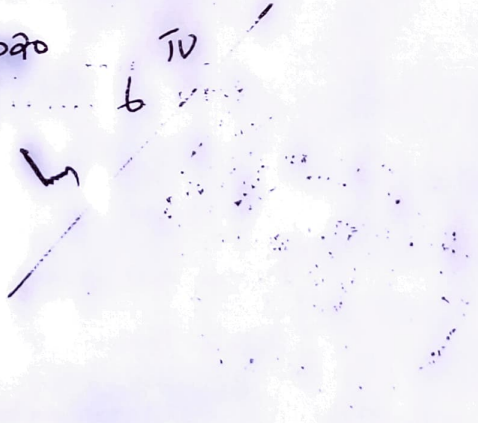


- 11.3 The quorum for the annual general meeting shall be 33% of the trustees provided that in a case a meeting could not be held for want of quorum, meeting shall stand adjourned to the same place, time and day in the succeeding week and trustees members present in the adjourned meeting shall constitute the quorum.
- 11.4 In case if the Secretary did not send notice of either the Board Meetings or Annual General Body Meeting the Board may convene a meeting for the purpose and direct the Secretary to make arrangements for holding the concerned meeting within one month from the date of direction and still the Secretary is reluctant to comply the direction of the Board it may do such steps as may be found necessary for convening any such meetings.
- 11.5 **Notice** : Any notice required to be sent by the Trust to the Board of Trustees may be sent in the address available with the Trust or personally served. No decision of the General Body and Board of Trustees shall be invalidated on account of any defect in the notice or non receipt of notice by any one.
5. In page 4 of the Trust deed, the present heading of clause 12 ie. **MANAGING TRUSTEE** shall be altered as **ACCOUNTS** and the existing contents shall be replaced by the following paragraphs.
- i) Accounts will be kept for the Trust and closed on every 31st March and such accounts shall also be audited by a qualified Chartered Accountant within three months from end of the accounting year.
 - ii) Within three months after the close of the accounting year, the Board of Trustees shall place the said balance sheet and Income and Expenditure account for that year ending 31st March immediately preceding before the General body of the trust for which at least 7 days notice shall be sent to every member together with a copy of the balance sheet, Income & Expenditure account, Auditors report and report of the Board of Trustees of the activities of the trust during the preceding year.

Settler of the Trust : **Annamma Iype**

P. J. Cleary

24 १००० १०
13 6 १०



- (iii) At this General Meeting, auditors shall be appointed for the trust to hold office till the conclusion of the next annual general meeting on such remuneration as may be decided by the General Body,
6. In page 4 of the Trust deed, clause 13 shall be amended as follows :

NO BENEFIT TO SETTLERS, TRUSTEES AND OTHERS

The income and funds of the Trust will solely be utilized for the objects of the Trust. Trustees will not be entitled to any remuneration save right to reimbursement of expenses incurred in the discharge of their duties. Neither the settler, trustees nor their families, nor any member of their families nor any of their relatives or concerns in which any of these persons are interested will be entitled to any benefit prohibited by Section 13 of the Income Tax Act, 1961 or otherwise directly or indirectly from the Trust by way of profit/dividend, interest etc.

7. In page 5 of the Trust deed, after the existing clause 15 the following paragraph shall be added.

SALE OF IMMOVABLE PROPERTIES:

Only the Board of Trustees shall have the power to sell such portion or portions of the immovable properties forming part of the Trust Estate either by public auction or by private contract at such price or prices and to rescind or vary any contract for the sale thereof and to resell the same.

8. In page 5 of the Trust deed, clause 17 shall be amended as follows :

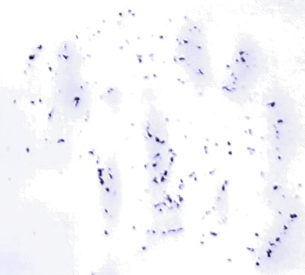
POWERS OF BOARD OF TRUSTEES

- (i) Receive donations so as to augment the Trust Funds or to treat such donations for the purpose of the Trust either towards corpus or other funds eligible to be spent or applied according to the objects of the Trust.

Settler of the Trust : Annamma Iype P. I. Gery amma

24 2020 10
13 7

✓



- (ii) To invest the funds in best possible manner with a view to augment the resources of the Trust to be able to better fulfill the objects of the Trust, but the Trust will not engage in any business or invest in any speculative venture. Such investments will also not deviate from the requirements of any law

relating to Public Trusts or law relating to exemptions under section 10(22) of the Income Tax Act for

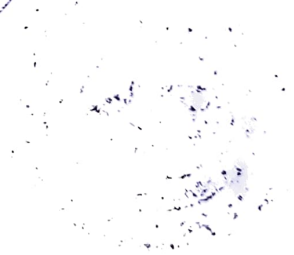
Income tax and other direct tax laws.

- (iii) The Trustees will be entitled to accumulate the income for the objects of the Trust and to apply the same either out of the funds or the income for purposes of the Trust to the extent considered prudent and necessary during the year subjects to any regulations governing such accumulation under any law for the time being in force.
- (iv) To open and operate one or more bank accounts as may be authorized by resolution to be operated by the Trust. The Board will have power to borrow, sign bills of exchange and cheques and authorize for this purpose any two of the Trustees or anyone of them along with Treasurer or any other paid employee or nominee to exercise such power on its behalf by a Resolution.
- (v) To convert the trust property, acquire immovable property, charge, rent out the assets including immovable property for protecting or improving the Trust property or for any object of the Trust.
- (vi) To sue, defend suits and compromise them in the interest of the Trust and in the name of the Trust.

Settler of the Trust : **Annamma Iype** P. J. Chrymanu.

24 202 10
13 8

4



- (vi) To appoint legal experts and other professionals, attorneys, managers and agents for the work and furtherance of the aims and objects of the Trust and to pay their fees. It will have all powers necessary and incidental for management and administration of the Trust and its properties.
- (vii) To delegate their duties to any one of themselves or to employees, co-trustees and committees.
- (ix) To invite any employee, expert or well-wisher to attend Trust Board meeting for advice and participation without right to vote.
- (x) All properties, whether movable or immovable, whether owned or entrusted to the Trust by Settlers or any other person or body for management will stand vested in the Trust and will be subject to control and supervision of the Board. All documents to be executed or taken by the Trust shall be executed or taken in the joint names of the Managing Trustee and the Secretary.
- (xi) To borrow if need be against the security of the assets of the trust by way of bank overdraft, loan or otherwise, as may be necessary, for the benefit of the trust and for more effectively carrying out the objects and to bind the trust property for the purposes and enter into any agreement and sign such document authorizing two or more of the trustees to execute such documents, deeds, papers etc, as may be necessary in connection there with.

Settler of the Trust

Annamma Iype

P. L. / Chry amam

24 2020 10
13 9
L

- (xi) To arrange for and/or authorize the signing of or execution of any agreement, contract, instrument, document or any other paper or writing required to be signed or executed on behalf of the trustee/s by any two of the trustees to be nominated in this behalf by a resolution at the meeting of 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.
- (xii) 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 as may be amended from time to time or under any provision of Trust law or regulations governing such charitable institutions shall be carried over to the next year or years and spent in such subsequent year or years for the advancement of any of the object of the trust, the money meanwhile being invested in the manner required or permitted by the above said Laws.
- (xiii) The Board of Trustees shall maintain, improve and look after Trust property in a manner that is required with reference to the nature of the property. All other costs, charges and expenses incidental to in the administration and management of the Trust Estate and the properties for the time being belonging to the trust may be incurred as they may in their absolute discretion think fit. The trustees will be entitled to reimbursement of any expenses which they may incur in respect of affairs of the trust.

Settler of the Trust : Annamma Iype P. J. Kurian

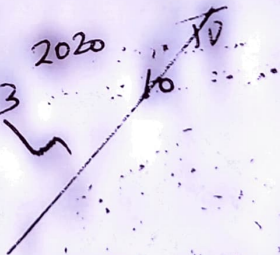
24

2020

13

10

10



- (xv) The Board of Trustees may establish its office or function at such place or places and may change such places from time to time as they may think fit.
- (xvi) The Board of 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 or effectually without being liable or answerable for any *bona fide* loss occasioned thereby.
- (xvii) The Board of Trustees may from time to time frame schemes, rules and regulations for managing the affairs of the trust and for giving effect to the objects of the trust and may vary the schemes, rules and regulations from time to time as they may in their discretion deem necessary and proper.

9. In page 5 of the Trust deed, clause 18 shall be amended as follows :

If the object or any of the powers or any provisions in the Trust Deed is inconsistent with requirements of law relating to Public Trusts or Trusts eligible for exemption under the Income Tax Act, or any other direct tax law, such object, power or provisions will stand modified to the extent that they should accord with such law so as to continue to be eligible to be treated as a Public Charitable Trust.

10. In page No.5 of the Trust deed, clause 20 shall be amended as follows :

In case it becomes necessary to wind up or otherwise determine this Trust for whatever reason, neither the settler nor his heirs nor the Trustees for the time being nor any other person shall have any manner of right over such funds of the Trust or any other property.

Settler of the Trust : Annamma Iype

P. J. Cleary

24

13

2020

11

10

L

The net funds and other assets, if any, after meeting all liabilities will be handed over to any institution similarly satisfying requirements of the Income Tax Act, 1961 or shall be vested with the Government as may be decided by the last Trustees.

11. In page No.5 of the Trust deed, clause 21 shall be amended as follows :

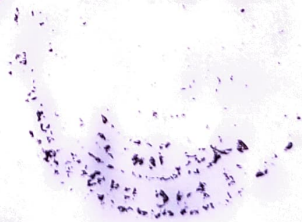
It will not be open to the trustees to amend the objects or the terms stipulated in this indenture. If any amendment is necessary for more effective implementation of the objects, it may be made subject to the concurrence of the Commissioner of Income-tax/Chief Commissioner of Income-tax/Director of Exemptions or any other concerned authority under direct tax laws in order that the trust may continue to have the status of a public trust under section 11 of the Income-tax Act or any analogous section under similar other laws, now or as may be amended from time to time.

Provided always that any amendment would not be extended altering the basic character of the trust and further, no such amendment which may prove to be repugnant to the provisions of sections 2(15), 11,12,13 and 80G of the Income Tax Act, 1961 shall be made.

Settler of the Trust : Annamma Iype

P. I. Chay am am

24
13
2020
L
12
16



12. There is no other change to the trust deed No.19/2003, Book IV dated 23rd May, 2003.

IN WITNESS WHEREOF the settler of the Trust has set her hand and signature on the day.

month and year first above written in the presence of

Settler of the Trust : **Annamma Iype** P. I. Clezama

WITNESSES

1. Jithesh B. S/o Haridas , Bhadravilasam Ayavana P.O Pin 686668 Jithesh

2. Sheeba K.P D/o Thankappan , Puthenpurackal , Kalloorkad P.O Pin 686668 sheeba

This document is prepared by EDA 134 B. Haridas ,Bhadravilasam, Enanalloor L

This document is computer printed

Corrections and interlineations : Nil

Settler of the Trust : **Annamma Iype** P. I. Clezama