



THIS DEED OF TRUST executed this the 24th day of February 1992 (Twenty fourth day of February One thousand nine hundred and ninety two) by Sarvaswari (1) M. Raghavan, son of late Kunhikannan, aged 56 years, Engineer, residing at Sreeganesh, Vidyanagar, Kasaragod, Kasaragod District, (2) K.V. Narayanan Nair, son of late T.V. Krishnan Nair, aged 62 years, Retired Deputy Collector, residing at Krishna Vihar, Trichambaram, Taliparamba, Taliparamba Taluk, Kannur District, (3) C.M. Sreedharan, son of late Dr.C.Ramunni, aged 61 years, business, residing at Vijaya Nivas, Jail Road, Talap, Kannur-670 002, Kannur District, (4) Prof. M.C.K. Nambiar, son of late P. Narayanan Nambiar, aged 59 years, Teacher, residing at Kamalalayam, Chandan Road, Talap, Kannur-670 002, Kannur District and (5) Dr. K. Gopinath, son of late V. Krishna Maller, aged 46 years, Medical Practitioner, residing at Thayineri, Poyyanur, Kannur District (hereinafter called "the Settlers" which expression shall unless repugnant to

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M. Raghavan, Kanargod, Rs. 100/-



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E. LATHIKA
ACTING VENDOR
REGISTRARS OFFICE
TELLICHERRY

... on the 24th Feb 1992
... February 1992

residing at Saengam...
24th February 1992
Licensee admitted by

(1) MILAGHAVAN (No Impression)
residing at Saengam, S/O Kunchi Kannan
Amangal, Kanargod.

(2) K.V. ... (No Impression)
residing at Kotham Vihar, S/O Krishnan Nair
retd Dy Collector Trichambaram

(3) ... (No Impression)
CORRESPONDENT
CHINMAYA VIDYALAYA
TALIPARAMBA
residing at Vijaya Nivas S/O Dr. C. Ramam



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the context or meaning thereof be deemed to include their heirs, executors and administrators) in favour of (1) H.H. Swami Chinmayananda of Sandeepany Sadhanalaya, Powai Park Drive, Bombay-400 072, (2) Shri K.K. Rajan, son of late K.I. Kittu, aged 46 years, Engineer, residing at "Chinmaya", Talap Housing Colony, Kannur-670 001 (3) Shri M. Raghavan, son of late Kunhikannan, aged 56 years, Engineer, residing at 'Sreeganesh', Vidyanagar, Kasaragod, (4) Shri K.V. Narayanan Nair, son of late T.V. Krishnan Nair, aged 62 years, Retired Deputy Collector, residing at Krishna Vihar, Trichambaram, Taliparamba, Kannur District, (5) Shri C.M. Sreedharan, son of late Dr. C. Ramuni, aged 61 years, business, residing at Vijaya Nivas, Jail Road, Talap, Kannur-670002 (6) Prof. M.C.K. Nambiar, son of late P. Narayanan, aged 59 years, Teacher, residing at Kamalalayam, Chandan Road, Talap, Kannur-670 002, (7) Dr. K. Gopinath, son of late

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V. Krishna Waller, Medical Practitioner, residing at Thayineri, Payyannur, Kannur District, (8) Dr. K.P. Krishnan Nair, son of late K.P. Kavian Nair, aged 66 years, Medical Practitioner, residing at "Krishna Nivas", Kottacherry, Kanhangad, Kasaragod District, (9) Dr. K.C. Kerala Varma Raja, son of late K.C. Krishna Varma Raja, aged 45 years, Medical Practitioner, residing at 'Krishna Mandir', Nileshwar P.O., Kasaragod District, and (10) Sri C.M.K. Marar, son of late M. Rama Marar, aged 66 years, residing at 32/571, Chittalangat Lane, Thiruvambadi, Trichur-680 001 (hereinafter called "the Trustees" which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivors or survivor of them and the Trustees or Trustee for the time being of These Presents and their heirs, executors and administrators of the last surviving Trustee, their or his assignees)


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E. LATHIKA
ACTING VENDOR
REGISTRARS OFFICE
TILICHERRY

4) M.C.K. NAMBIAR *M. Nambiar* (No Infirmary)
residing at Kamalalayam S/o Narayanan
Nambiar Trichur Talap.

5) Dr. K. Gopinath *K. Gopinath* no Infirmary
S/o Krishna Mather Medical practice
Nanjuneri

Identical.

They are at Balan Nambiar. *Tallicherry* S/o M. Alpha Nambiar
Retired Dy. Inspector. Kodiyeri Anson desom.

Nallabandy Paragadan N. Nambiar
S/o Murukoth Nambiar, Tallicherry Anson
Tellicherry desom. Retired Professor of English

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AND WHEREAS the Trustees have agreed to become the First Trustees of These Presents And Whereas the said sum of Rs.2,505/- (Rupees Two thousand five hundred and five only) has in anticipation of These Presents been already transferred, paid and handed over to the Trustees before the execution of These Presents.

NOW THIS TRUST DEED WITNESSETH AS FOLLOWS:

1. For the effectuating the said desire and in consideration of these presents the Settlers do hereby declare that they have prior to execution of these presents paid assigned, handed over and transferred and they do hereby confirm such payments, assignments, handing over and transfer unto the Trustees of all that the said sum of Rs.2,505/- (Rupees Two thousand five hundred and five only) and all the estate, right, title and interest, property, claim and demand whatsoever at law and in equity of the Settlers of, in and to the said moneys and every part thereof, to have, and to hold, receive and take the said moneys unto the Trustees for ever upon the Trusts and with and subject to the powers, provisions, agreements and declarations hereinafter appearing and contained of, and concerning the same.


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2. The Trustees do and each of them both by these presents declare that they, the Trustees shall hold and stand possessed of the said sum of Rs.2,505/- (Rupees Two thousand five hundred and five only) and

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CHINMAYA MISSION EDUCATIONAL
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investments and securities for the time being and from time to time representing the same (the said sum of Rs.2,505/-) and the securities and additions and other investments thereof to be secured in future are hereby included in the term 'Trust Fund' (which term is being intended to mean and include cash, any movable or immovable property or other securities and investments of any kind whatsoever or any part thereof to which the same may be connected or varied from time to time, upon the Trust and subject to the powers, provisions) and declarations hereinafter mentioned and declared of, and concerning the same.

3. The Trust hereby created shall be known as 'Chinmaya Mission Educational and Cultural Trust, Kannur'.

4. The Registered Office of the Trust shall be at Chinmaya Balabhavan, Kannur-670 001. The Trustees shall have hold and stand possessed of the Trust Fund on the following Trusts:

- a) To manage the Trust Fund and collect and recover the interest and other income thereof;
- b) To pay and discharge out of the income of the Trust Fund, and expenses and charges for collecting and recovering the income of the Trust Fund and all other costs, charges and

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- c) To pay or utilise the balance of such interests and other income of the Trust Fund (hereinafter called "the net income of the Trust Fund") and if the Trustees so desire the corpus of the Trust or any part of the Corpus;
- d) To promote education and culture by establishing and managing educational institutions like schools, colleges, Universities and other educational institutions, scientific, commercial, industrial and technical and do all things that are necessary for establishment, management and promotion of such institutions. The Trust may also take up the managements of such institutions established by any similar Trust or Association registered under the Societies Registration Act or any other enactments in force or that may be brought into force by the State or Central Government;
- e) The Trust may establish, conduct, maintain and or manage reading rooms, libraries, institutions for promotion of fine arts, tape libraries, both audio and video, gymnasiums, workshop, publishing houses, printing presses, hostels, residential quarters and the like;
- f) The Trust may assist the Chinmaya Seva Trust Kerala and the Central Chinmaya Mission Trust Bombay to carry out the various objects mentioned in the objects clause of those Trust


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- g) The Trust may give loans, scholarships, freeships, prizes and assistance in cash or kind to students without regard to the caste, colour creed or religion to help them in their studies;
- h) To purchase, acquire on lease or otherwise immovable property and to construct, maintain and manage the same and other movable properties necessary for the purpose of the Trust;
- i) To give donations in cash or kind to other institutions having similar object or objects and/or help such institutions in any other manner;
- j) To accept donations in cash or kind and to raise funds by advertisements in publications of the Trust by arranging charity shows, by accepting fees and subscriptions and other methods;
- k) To aid, assist, manage or take over the management of any institutions or association or other registered or unregistered body having similar objectives enumerated above or allied or complementary to them, should such institutions, associations or registered bodies need such assistance or aid from the Trust;
- l) To act as Trustees and managing committees of any society or societies registered under the Societies Registration Act, 1860 or the Literary Scientific and Educational Societies Act or of any similar enactment of any State or States,

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the Trusteeship. The Trust may also function as managers of properties, Schools and other institutions on behalf of the Central Chinmaya Mission Trust and Chinmaya Seva Trust Kerala and other Trusts/Societies having similar objects should they require and appoint it;

- m) To work in co-ordination with any other Trust or institution having similar aims and objects, aid, assist and undertake any of its activity entrusted or delegated by it for effectively carrying out their objects or any part of their objects.

PROVIDED that the Trustees shall be entitled to determine at their absolute discretion the person or persons entitled to receive help from the said fund and to what extent and what shape, the Trustees shall utilise the income of the Trust for the charitable objects in such shares and proportions and in such discretion they think fit PROVIDED FURTHER that the help or assistance to be rendered by the Trustees shall be without distinction of caste or creed it being the intention, of the Trustees that the Fund shall be a Sarvajanik Charity.

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PROVIDED FURTHER that no part of the corpus, income, receipts and funds of the Trust property and accretions and additions thereto shall be spent, utilised or applied by the Trustees on any expenditure outside the territories of India, except with the orders and permission of the Income Tax authorities in India in terms of the Provisions to Section II (I) (C) of the Income Tax Act, 1960, or any

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PROVIDED further none of the activities under Sub Clause (a) to (1) of Clause 4 shall be undertaken with a profit motive.

5. The Trustees shall be at liberty at their absolute discretion to accept contributions, collections or donations to the Trust property from associations, trusts or from any person or persons, firm or company, subject to the conditions that the contributors or subscribers shall not be entitled to participate in or have any voice or control in the management or administration of the Trusts of these presents or the application of such contributions, collections or donations and the Trustees shall hold the same upon the Trusts and subjects to the same powers provisions, covenants and conditions as are herein contained.

6. The Trustees shall be at liberty to raise loans advances, overdrafts etc. from banks or from any other source with or without securities and to pay interest charges etc. or such loans, advance, overdrafts etc.

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7. BOARD OF TRUSTEES:

a) It is hereby stipulated and agreed upon that there shall be a Board of Trustees for the Chinmaya Mission Educational and Cultural Trust, Kannur hereby created, consisting of not more than 15 and not less than 7 members at any given time PROVIDED that out of the 15

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the Mukhya Swamiji of the Central Chinmaya Mission Trust, so however the numerical majority of the nominees of the Central Chinmaya Mission Trust shall be maintained in the Board of Trustees at all times.

- b) The Trustees named herein shall constitute the first Board of Trustees. This Board may co-opt 3 more Trustees, provided that out of the three so co-opted one shall be a nominee of the Central Chinmaya Mission Trust Bombay so that the numerical majority stipulated in Clause (a) above could be complied with. The Central Chinmaya Mission Trust, Bombay shall in its discretion nominate Trustees of the Chinmaya Seva Trust Kerala as its nominees and their term of office also shall be governed by Sub Clause (d) of this Clause.
- c) There shall be Chairman for the Board of Trustees who shall preside over all the meetings of the Trust. The Mukhya Swamiji of the Central Chinmaya Mission Trust, Sandeepany Sadhanalaya, Powai Park Drive, Bombay-400 072 or a person, nominated by him shall be the Chairman of the Chinmaya Mission Educational and Cultural Trust, Kannur.
- Excepting the Chairman and the nominee of the Central Chinmaya Mission Trust, the remaining Trustees shall hold office for a term not exceeding 5 years, one third of them retiring


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Central Chinmaya Mission Trust shall hold office as Trustee during the pleasure of the Mukhya Swamiji of the Central Chinmaya Mission Trust.

- e) Any vacancy arising on account of death, resignation, retirement, refusal to act, in capacity or any other reason shall be filled up by the remaining Trustees by co-option, provided that the vacancies arising from among the nominees of the Central Chinmaya Mission Trust shall be filled up only by the Central Chinmaya Mission Trust.

The retiring Trustees shall also be eligible for co-option.

8. Until otherwise determined by the Trustees from time to time, the management and administration of the Trust hereby created shall be conducted and carried out in India and the assets comprised in the Trust Fund shall be kept in India. It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and the administration of the Trust and the charities as they shall think fit and to alter or vary the same from time to time provided no amendment to the Trust deed and rules of administration of the Trust deed shall be made without the prior permission from the

Commissioner of Income Tax, Kerala having jurisdiction over the Trust under the Income Tax Act, 1922.

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9. The quorum for the meeting of the Board of Trustees shall be five provided that the quorum for passing or amending any rule shall be 50% of the number of Trustees at any given time;

PROVIDED further no amendment or alteration, addition or deletion of any rules shall be moved in any meeting unless the proposed amendment, alteration, addition or deletion is circulated to all the Trustees at least 21 days prior to the meeting and the comments or opinions if any of the Trustees have been ascertained before such meeting;

10. In the absence of the Chairman at any meeting, the Trustees who may be present at the meeting may nominate a Chairman for the meeting as prescribed by the rules.

11. Every power, authority or discretion conferred upon the Trustees shall be exercised or signified either by some instrument in writing to be signed by all the Trustees or such of them as may be present in India and be present and voted at any meeting of the Trustees.

12. In case of difference of opinion arising among the Trustees and the votes are equally divided, the decision of Swami Chinmayananda or his successor as Mukhya Swamiji of Central Chinmaya Mission Trust, Bombay shall be final and binding on the other Trustees.

13. (a) The Trustees shall keep or cause to be kept a

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item of the agenda listed for the meeting and circulated to all the Trustees within 15 days of holding the meeting.

- b) Proper books of accounts shall be maintained and the accounts shall be got audited by a Chartered Accountant within 3 months from the end of the accounting year. The accounting year shall commence from 1st April and end on the 31st day of March of the succeeding year. The audited accounts shall be circulated among the Trustees at least 15 days before the date fixed for consideration and passing of the accounts.
- c) No business involving financial commitment (except those that are covered by earlier decisions of the annual budget) shall be introduced in the agenda for any meeting unless all the matters covered by the subject have been circulated to all the Trustees atleast 21 days prior to the meeting;

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14. The Trustees shall be entitled from time to time to open and maintain a Banking Account or accounts in the name of the Trust at such bank or banks and branches as they may from time to time decide and may at any time pay or cause to be paid any moneys forming part of the Trust Fund or the income thereof to the credit of any such account or accounts and either by way of fixed deposit or current account or any other account. Any such account may be operated jointly by

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15. The funds of the Trust shall be invested in the modes specified under the provisions of Section 13(1) (d) read with Section 11(5) of the Income Tax Act, 1961.

- a) In acquiring or purchasing or taking on lease or otherwise any immovable properties of any tenure, including leasehold in any part of India and including the acquisition of Farzandari Rights in such property and in case of vacant land the Trustees shall be at liberty to erect buildings thereon out of the Trust Fund PROVIDED ALSO that no vendor, purchaser, lessor, lessee, sub-lessor or other transferor or transferee or any other person dealing with the Trustee in connection with such immovable properties shall be concerned to see whether the investment is authorised by this sub-clause or is in excess of the Trustees powers and so far as such vendor, purchaser, lessor/lessee, sublessee or sublessor, transferor, transferee or any other persons as aforesaid are concerned, the Trustees shall have full right and authority to acquire, and give complete title. Any securities or investments in which the Trustees are by the law for the time being in force in the Union of India authorised to invest such moneys. PROVIDED FURTHER THAT the investments of the Trust

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Funds other than investments in immovable properties may be made or kept in the name of any bank or banks or officer or officers thereof as the nominee or nominees of the Trustees

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16. It shall be lawful for the Trustees to pull down, renovate rebuild, alter, adopt improve and to develop decorate, furnish fit up or repair any immovable properties comprised in the Trust Fund or construct any STRUCTURE on any land, forming part of the Trust and to expend thereon such money out of the Trust Fund or the income thereof as they may think fit. The Trustees shall also be entitled to enter into any agreement or covenant with the owners or persons interested in any other properties and whether restrictive or otherwise and whether for the benefit of the properties comprised in Trust Fund or such other properties as they may in their absolute discretion think fit from time to time. The Trustees shall also have the power to insure any premises comprised in the Trust Fund against loss by fire, lightning or civil commotion or other risks or losses or against loss of rent as the Trustees may think proper from time to time but no liabilities whatsoever shall attach to the Trustees or any of them by reason of any property remaining uninsured in any way. The Trustees shall also have the power after paying all rents, rates, taxes and other outgoings and expenses out of the balance thereof from time to time such sums of money as the Trustees consider proper to meet the expenses of heavy repairs or by way of depreciation or sinking fund to utilise the same and the income thereof for heavy repairs or for rebuilding or reinstating immovable properties or erecting new buildings and in the meantime to invest the same in securities authorised by

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these presents. It shall also be lawful for the Trustees to permit any immovable property forming part of the Trust Fund to be held, used and enjoyed for the purpose of any scheme of charity or other purposes, of these presents. The Trustees may also allow the same or any part thereof to be occupied by any employees of any such scheme free from payment of rent, or on such terms as the Trustees may think fit.

17. It shall also be lawful for the Trustees at such time or times as they may in their absolute discretion think fit to sell by public auction or private contract, or exchange or transfer or assign or grant leases or sub-leases for any term however long or otherwise dispose of all or any part of the Trust Fund including the immovable properties comprised therein and on such terms and conditions relating to title or otherwise in all respects as they may think proper and to buy rescind or vary any contract for sale, exchange transfer, assignment, lease or other disposition without being answerable for any loss occasioned thereby and for such purposes to execute all necessary conveyances, deeds of exchange, assignment, transfers, leases sub-leases, counterparts and other assurances and to pass, give and execute all necessary receipts, releases and discharges for the consideration moneys or otherwise relating to the documents and assurances. All moneys arising from any such transfer or other assurances shall

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18. Upon any sale or other transfer by the Trustees under the power aforesaid the purchaser or purchasers or transferee or transferees dealing bonafide with the Trustees shall not be concerned to see or enquire whether the occasion for executing or exercising such power has arisen or whether the provisions to the appointment and retirement of Trustees herein contained have been properly and regularly observed and performed. Neither shall the purchaser or purchasers or transferee or transferees be concerned to see to the application of the purchase moneys or other consideration, or be answerable for the loss, misapplication or non-application thereof.

19. Subject to the provisions of Clause 11 and 12 above the receipt of any one of the Trustees or of the Manager or Chief Executive of the Trust, if so authorised by the Trustees in that behalf for the rent or other income of the Trust Fund, or for any documents of title or securities, papers or other documents shall be sufficient and shall effectually discharge the person or persons paying or giving or transferring the same from being bound to see to the application or being answerable for the loss, mis-application or non-application thereof SUBJECT as aforesaid and to the above provisions the receipt of any two of the Trustees for any other moneys paid, given or transferred to them

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20. The Trustees may from time to time appoint a Chief Executive, Managers, Supervisors, Clerks and other officials and employees and servants as the Trustees may deem expedient and the conditions of their services shall be governed by such rules as may be prescribed.

21. The Trustees shall have the power at their uncontrolled discretion instead of acting personally to employ and pay any agent or other person (including any bank) to transact any business or to do any act whatsoever in relation to the Trusts of These Presents including the receipt and payment of moneys and shall be entitled to be allowed and paid all charges and expenses incurred thereby.

22. The Trustees may deposit any securities or any documents held by them relating to any property belonging to the Trust under these presents with any bank or banker and may pay any commission, charges or other sums payable in respect of such deposit or for the collection of the interest or other income of the Trust Fund.

23. The Trustees shall have the power to determine in case of doubt whether any money or property shall for the purpose of this charity be considered as capital or income and whether out of income or

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24. The Trustees for the time being of these presents shall be respectively chargeable only for such Trust Fund and income, including moneys, funds and securities as they shall respectively actually receive not withstanding their respectively signing any receipt for the same of conformity and shall be answerable and accountable only for their own acts, receipts neglects or defaults and not for those of the other or others of them not for those of any banker, broker, auctioner or agent or any other person with whom or into whose hands any Trust Fund or Trust Income may be deposited or come.

25. The Trustee or Trustees of these presents for the time being may reimburse themselves, himself and pay and discharge out of the funds or moneys in their hands all expenses incurred in or about the execution of the Trust or the powers of these presents.

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26. It shall be lawful for the Trustees at any time or times to appoint advisors not exceeding three of which one shall be a legal advisor and committees for the purpose of managing and carrying out the administration and management of the Trust of These Presents including advice and recommendation to the Trustees, on the selection of the objects of the charity and otherwise generally relating to the administration of the Trust and powers of these presents. Subject to the general control and supervision of the Trustees and

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and all ministerial work to be done in pursuance of the provisions of these presents. The Trustees shall have the power to make rules and regulations regarding the constitution of the Committee including the term of the membership thereof and the appointment or removal of members of the committee.

27. In the event of dissolution or winding up of the Trust, the assets remaining as on the date of dissolution or winding up of the Trust, shall under no circumstances be distributed amongst the Trustees but the same shall be transferred to Central Chinmaya Mission Trust, Bombay, Chinmaya Seva Trust, Kerala, Trichur or to some other similar organisation whose objects are similar to those of this Trust, and which enjoy exemption under Section 80(G) of the Income Tax Act, 1961.

Shri M. Raghavan, no.1 among the Settlers has signed on all the bottom pages of this Trust Deed and all the other Settlers have signed at the last page no. 22.

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CORRESPONDENT
CHINMAYA VIDYALAYA
TALIPARAMBA

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Principal
CHINMAYA VIDYALAYA
TALIPARAMBA-670141
M. Raghavan

For CHINMAYA MISSION EDUCATIONAL
& CULTURAL TRUST

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Chief Sevak

Page twenty two.

IN WITNESS WHEREOF the Settlers hereto have signed this the day and year first above written at Thalassery.

Signed by: 1. SHRI M. RAGHAVAN

2. SHRI K.V. NARAYANAN NAIR

3. SHRI C.M. SREEDHARAN

4. PROF. M.C.K. NAMBIAR

5. Dr. K. GOPIWATH

In the presence of witnesses:

1. Shri T. Balan Nambiar,
Son of M. Appa Nambiar,
Kotiyeri Amsom and desom.

2. Shri N.P. Vijayaraghavan
Son of Moorkoth Raghavan
Thalassery Amsom, Vadikkakam desom.

Document prepared by K.M. Valsalan
SER 310.

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CHINMAYA VIDYALAYA
TALIPARAMBA

Document typed by V.V. Sathyanathan
Typing Centre, M.G. Road,
Thalassery-670 101.

Corrections in this Deed : Nil

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Principal
CHINMAYA VIDYALAYA
TALIPARAMBA-670141 M. Raghavan