

IV / 85 / 2001 V 2

500Rs.



### DEED OF TRUST

THIS DEED OF TRUST (this 'Deed') is made on this the 3rd Day of January, Two Thousand and Two (3/1/2002) at Manipal, by:

'Manipal Academy of Higher Education', a registered trust having its principal offices at University Building, Madhava Nagar, Manipal, represented herein by Dr Ramdas M Pai (hereinafter referred to as the 'Author of the Trust' 'Author') of the ONE PART

AND

1) President of Manipal Academy of Higher Education (ex-officio), having his/her principal offices presently at University Building, Madhava Nagar, Manipal

Vice-Chancellor, Manipal Academy of Higher Education, (ex-officio) having his/her principal offices presently at University Building, Madhava Nagar, Manipal.

Mr. T. V. Mohandas Pai, son of Mr T V Raman Pai, presently residing at No 521, The Embassy, 15 Ali Askar Road, Bangalore 560 052.

(hereinafter collectively referred to as 'The Trustees') of the OTHER PART.

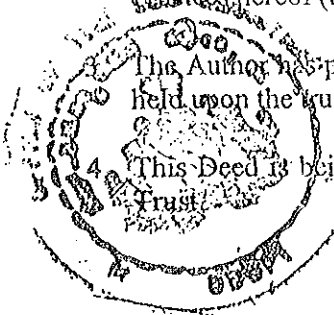
### WHEREAS

The Author wishes to establish a public charitable trust for the purposes of promoting high quality education, research and medical / healthcare facilities within and outside the territory of India.

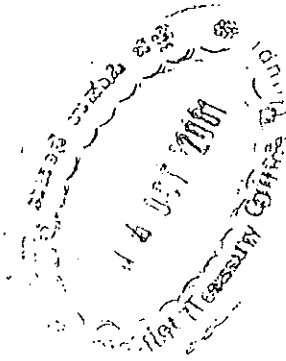
2. The Trustees named as Parties hereto of the Other Part have consented to act as the first Trustees hereof (as is evidenced by their execution hereof).

The Author has paid a sum of Rs. 1000/- (Rupees One Thousand Only) to the Trustees to be held upon the trusts set out in this Deed.

This Deed is being completed by the Author and the Trustees to establish the terms of the Trust.



*[Handwritten signature]*



1242... 500/-  
Sd/- H.E. ...  
...

27-2-02

Presented at 2.45  
on 3-1-2002 in the  
office of Sub Registrar  
of Udupi with fee paid as follows.

Registration	100-00
Copying	10-00
Stamp	10-00
...	100-00
Total	230-00

Execution admitted by  
*[Signature]*

BEFORE ME  
*[Signature]*  
Senior Sub Registrar  
UDUPI

Dr. Ramdass M Bar

*[Signature]* T.I. exempted as personally known to  
undersigned.  
*[Signature]*  
Senior Sub Registrar  
UDUPI

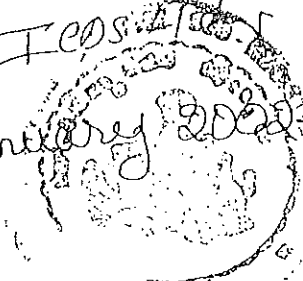
Identified by.....

*[Signature]*  
K. Balakrishna R. S. K. Vankar R.  
K. D. S. D. Manjula

P. R. Dhanu  
P. Ramesh Dhanu s/o P. Krishna Rao  
manipal.

*[Signature]*  
Senior Sub Registrar  
UDUPI

Date 3rd January 2002  
Registered as No. 25 of the year  
2001-02 at page 239 of 304  
Volume 114 Book IV  
Date 3-1-2002 Senior Sub Registrar



NOW THEREFORE THIS DEED WITNESSES:

CLAUSE 1  
CONSTITUTION OF THE TRUST

- 1.1 The Author hereby settles a sum of Rs. 1000/- on the Trustees as an initial settlement of the Trust.
- 1.2 The Trustees agree to act as trustees on the terms set out in this Deed.
- 1.3 The Trust shall comprise all property from time to time held by the Trustees upon the trusts of this Deed, including the income arising therefrom and all properties added thereto by way of further settlement, accumulation of income, capital accretion or otherwise (hereinafter referred to as "Trust Assets").
- 1.4 The Trust Assets shall be held on trust by the Trustees and shall be managed and administered on the terms contained in this Deed.
- 1.5 The Trust shall commence on the date of this Deed and shall continue until terminated pursuant to Clause 10 below.
- 1.6 The Trust shall be denominated "Manipal Foundation".
- 1.7 The Trust shall have its principal offices at Manipal, Karnataka, India and shall conduct its activities initially in the state of Karnataka and may, in accordance with its requirements, extend its activities to other areas and regions of the world.

CLAUSE 2  
OBJECTIVES AND PURPOSES

- 2.1 The objects of the Trust are:

To set up prestigious fellowships and scholarships for promoting the quality of education, research and medical / healthcare services at national and international levels.

To set up international fellowships for the Manipal Group of Institutions (that is all educational, medical and other institutions forming part of the group known as the 'Manipal Education and Medical Group', referred to herein as the 'Manipal Group'), and their international partner institutions to promote mutual understanding between the countries.

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Documents No. 85  
of 2001-02 of Book IV  
Contains 14 Sheets  
and 1 Sheet



*[Handwritten signature]*

- c) To develop international exchange programs in education, research and medical / healthcare, for the purpose of promoting understanding between partner countries.
- d) To support a corps of motivated teachers and professional workers to teach students and help in training teachers and other workers in rural areas and other areas needing social and economic development.
- e) To provide assistance in mobile health education & diagnostic services in remote areas in the country.
- f) To identify, develop and support community health projects through dedicated fellowship programmes.
- g) To provide healthcare facilities to the needy through various medical facilities available with the Manipal Group.
- h) To provide aid to institutions and individuals to promote the objectives of the Trust.
- i) To integrate and consolidate existing scholarship and other philanthropic and charitable programmes under the various Manipal Group of Institutions.
- j) To organize national and regional seminars on topics of education and healthcare.
- k) To publish books and reports on national and international issues relating to education and healthcare.
- l) To mobilize funds for higher education in India and abroad.
- m) To receive grants, donations, emoluments and financial assistance from the Government and Non-Government institutions, Charitable Trusts and other agencies both in India and abroad.
- n) Generally, to do all other things as are deemed incidental or conducive to the attainment of all or any of the above objects.
- o) To do any other lawful act nationally and / or internationally that advances the above charitable objects.

*[Handwritten Signature]*

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 of 20 Q1.7.02 of Book 1  
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**CLAUSE 3**  
**POWERS OF THE TRUSTEES**

3.1 Subject to the provisions of this Deed, the Trustees shall have all the powers over and in respect of the Trust and the Trust Assets, which they could exercise if they were the absolute and beneficial owners of the Trust Assets. In particular, without derogating from the foregoing, the Trustees shall have full and absolute power to do the following:-

- (a) To apply and use the Trust Assets for all or any of the objects of the Trust, and to accumulate the surplus and unapplied portion of the Trust Assets and invest the same and derive income, interest and dividends for the purposes of the Trust;
- (b) To enter into agreements and contracts with any person or entity for the purpose of organising and operating any activities in furtherance of the objects of the Trust and / or for the management of Trust Assets and or for any other purpose as the Trustees deem fit, and to perform and enforce such agreements and contracts;
- (c) To acquire, purchase, sell, lease or otherwise deal with Trust Assets, including immovable properties forming part of the Trust Assets, upon such terms as the Trustees deem fit;
- (d) To insure any Trust Assets for such amounts and on such conditions as the Trustees may determine, and to carry out and pay for repairs and improvements relating to Trust Assets;
- (e) To instruct agents and consultants to act in relation to Trust Assets;
- (f) To enter into any arrangements with any government, public body or authority to obtain any rights, authorities, concessions or clearances and to give any binding undertakings either generally or on conditions that Trustees thinks fit and to carry out, exercise and comply with any of the same;
- (g) To appoint a President, an Executive Vice President and such other officers of the Trust, upon such terms and conditions as the Trustees deem fit;
- (h) To employ, engage or contract with any officer, employee, manager, agent, professional advisor or other person as the Trustees think fit, upon such terms and conditions as to salary, remuneration, contract, payment or other consideration and terms as the Trustees deem expedient;
- (i) To determine whether any money or other Trust Assets is capital or income and what expenses ought to be paid out of income and capital respectively. Every such determination shall be final and binding, provided that such determination is made in good faith and in accordance with the requirements of this Deed;

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*[Signature]*

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of 20 01 02 of Book II  
Contains 14 Sheets  
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- (j) To receive, accept, hold and/or administer gifts, donations etc. and seek and obtain sponsorship, and to make donations, grant sponsorships etc.;
- (k) To borrow or raise money whether secured or unsecured and to lend money whether secured or unsecured;
- (l) To guarantee the performance of any person in relation to any agreement, security, charge, contract, undertaking or promise and secure any such guarantee by mortgage, charge or other encumbrance over the whole or any part of the Trust Assets;
- (m) To create, grant, renew, alter, or vary any mortgage, charge, or other encumbrance over the whole or any part of the Trust Assets, upon such terms and conditions as the Trustees may in their discretion deem fit;
- (n) To agree to the release, modification or variation of any rights, privileges or liabilities of any Trust Assets from time to time or any securities given in relation thereto;
- (o) To institute, prosecute, compromise and defend legal and/or arbitration proceedings;
- (p) To purchase, establish and carry on any business or other commercial venture for the purposes of benefiting the Trust Assets;
- (q) To open a bank account or accounts in the names of the Trustees or the Trust and to resolve how cheques and other banking documents may be signed on behalf of the Trust;
- (r) Adopt such means of making known the activities and objects of the Trust as may seem expedient in particular by advertising by press, by circulars and by periodicals whether through paper or by digital communication;
- (s) Obtain any statutory or similar order or Act of Parliament enabling the Trust to carry or better carry any of its objects into effect or to effect any modification to the Trust constitution or for any other purpose, which the Trustees consider expedient;
- (t) Invest in pooled or mixed forms of investment in common with other investors;
- (u) Incorporate any company and to purchase, establish and carry on any business or other commercial venture for the purposes of benefiting the Trust;
- (v) To set-up, establish, undertake and/or execute any trust or other institution for achieving and/or for facilitating the achievement of all or any of the objects of the Trust;



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Senior S&amp;B Registrar

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of Book IV  
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- (w) To reimburse themselves of the expenses incurred in performance of their duties hereunder and to remunerate any Trustee/s for services rendered, other than in his/her/their capacity as Trustee and
- (x) To do all such other things as in the opinion of the Trustees may be incidental or conducive to the attainment of any of the foregoing objects or the exercise of any of the foregoing powers.

#### CLAUSE 4 TRANSACTIONS WITH RELATED PARTIES

4.1 The Trustees may:

- (a) Sell, purchase or otherwise dispose of or acquire any asset to or from any related party; or
- (b) Enter into any contract, agreement or other arrangement with any related party to provide management, administration or other services for the Trust; or
- (c) Enter into any other transaction with any related party in relation to the Trust; or
- (d) Cause any Trust Assets that comprise cash to be invested or lodged with any related party.

Provided that the Trustees in good faith are of the opinion that the particular transaction is on reasonable commercial terms and is in the best interest of the Trust.

#### CLAUSE 5 TRUSTEES' INDEMNITY AND LIABILITY

5.1 The Trustees shall not be liable for:

- (a) Any losses except losses arising from their own dishonesty, willful default or willful breach of trust; or
- (b) Any act or acts or attempted act done in exercise of or pursuant to any trust, power or discretion vested in them by this Deed; or
- (c) Any omission or omissions or non-exercise in respect of any trust, power or discretion of the Trustee under this Deed.

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of 20 of A.D. 1917  
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5.2

The Trustees and every other person acting on behalf of the Trustees shall be indemnified out of Trust Assets against all liabilities and expenses incurred by them in the exercise or attempted exercise of the trusts, powers and discretions vested in the Trustees pursuant to this Deed and in respect of any matter or thing done or omitted to be done in any way relating to this Deed and the Trust. This indemnity shall extend to any payments made to any Person whom the Trustees bona fide believe to be entitled thereto though it may be subsequently found that the person was not in fact entitled. The Trustees shall have a lien or charge on the Trust Assets and may retain and pay out of any moneys in the Trust all sums and amounts necessary to give effect to this indemnity.

5.3

The liability of the Trustees in connection with this Deed or at law shall at all times be limited to the Trust Assets.

#### CLAUSE 6 DELEGATION BY TRUSTEES

6.1

The Trustees shall have, to the extent permitted by law, full power to delegate to any one or more Trustees or to any attorney, agent or other person nominated or appointed by the Trustees, all or any of the powers, authorities and discretions exercisable by the Trustees under this Deed but without in any way releasing the Trustees from their obligations under this Deed. Without in any way affecting the generality of the foregoing the Trustees may in exercising this power of delegation:

(a) By power of attorney appoint any person to be the attorney or agent of the Trustees for such purposes and with such powers, authorities or discretions as the Trustees think fit with power for the attorney or agent to sub-delegate any such powers, authorities or discretions; and

(b) Appoint by writing or otherwise any person to be agent or sub-agent of the Trustees as the Trustees may think necessary or proper for such purposes and with such powers, authorities and discretions (not exceeding those vested in the Trustees) as they think fit and to supersede or suspend any such agent or sub-agent for any reason as the Trustees think sufficient.

6.2

The Trustees shall be entitled to delegate any of their powers and duties under this Deed to any committee or committees consisting of such of the Trustees (or any other person) as the Trustees may appoint for such purpose.

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**CLAUSE 7**  
**APPLICATION OF INCOME**

- 7.1 The funds and income of the Trust shall be solely utilised towards the achievement of the objects of the Trust and no portion of it shall be utilised for payment to the Trustees by way of interest, dividend or profits.
- 7.2 Any donation or contribution made with the specific direction that the amount donated or contributed shall form part of the corpus of the Trust shall not be treated as income. Such amount shall form part of the corpus of the Trust.
- 7.3 Any part of the income or any property of the Trust shall not be used or applied at any time, directly or indirectly, for the benefit of the Trustees. However, the Trustees shall be entitled to the reimbursement of their travel expenses and other incidental charges incurred by them for attending the meeting of the Board of Trustees in the discharge of their duties as trustees or in connection with the carrying of the objects of the Trust. They shall also be entitled to receive fees, remuneration or other allowances, in accordance with rules framed in this behalf, for services actually rendered.
- 7.4 The income 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 as amended from time to time.

**CLAUSE 8**  
**ACCOUNTS AND AUDIT**

- 8.1 The Trustees shall keep proper records and accounts relating to the Trust including a record of all sums of money received and expended by or on behalf of the Trust.
- 8.2 At the end of each financial year the Trustees shall prepare accounts for the Trust and will have those accounts audited by an independent qualified accountant appointed by the Trustees on a periodical basis.

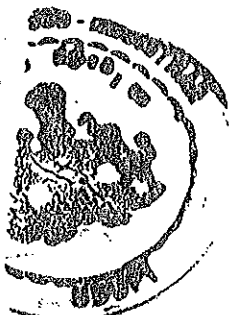
**CLAUSE 9**  
**ALTERATION TO THE DEED**

- 9.1 The Trustees may from time to time by amending deed or instrument alter, rescind or add to any of the provisions of this Deed subject to:-

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- (a) At least 14 days notice of intention to move any amendment to this Deed being given to all Trustees; and
  - (b) The alteration, rescission or addition being not prejudicial to the legal charitable status of the Trust.
- 9.2 Any amendment to this Deed shall be made by Special Resolution passed by the Trustees in accordance with Clause 13.3 of this Deed.

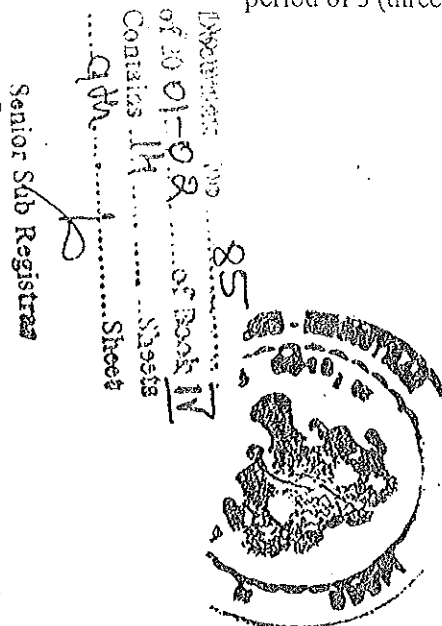
#### CLAUSE 10 WINDING UP OF THE TRUST

- 10.1 The Trust shall terminate and be wound up and dissolved if:-
- (a) The Trustees resolve by Special Resolution that the Trust shall be wound up; or
  - (b) The Trust is wound up by law.
- 10.2 Every resolution to wind up the Trust shall specify an effective termination date of the Trust and thereafter the Trustees shall realise or dispose of the Trust Assets as soon as reasonably practicable in accordance with this Clause.
- 10.3 Upon a winding up, the Trust Assets or the proceeds resulting therefrom shall be applied by the Trustees in the following order of priority and manner: -
- (a) First in meeting all costs, expenses and liabilities of the Trust including the costs and expenses on winding up the Trust and setting aside any amount that the Trustees consider necessary or desirable in respect of any contingent liability of the Trust; and
  - (b) Secondly, in the payment or distribution (by installments if the Trustees consider appropriate) of the balance to or for the benefit of such charitable purpose or charitable purposes as the Trustees shall determine.

#### CLAUSE 11 APPOINTMENT AND REMOVAL OF TRUSTEES

- 11.1 There shall be a minimum of 03 (three) and a maximum of 12 (twelve) Trustees of this Trust. The Trustees at the date of execution of this Deed are those set out on the first page of this Deed ("the Initial Trustees"). The Initial Trustees shall hold office for a period of 3 (three) years each.

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11.2 Subject to Clause 11.1 above, the Trustees may co-opt such persons as they deem fit, to be the Trustees of the Trust, by a resolution passed by majority vote. Each such co-opted Trustee shall be entitled to hold office for a period of three years, subject to the other provisions hereof.

11.3 Any retiring Trustee shall have the right to be reappointed.

11.4 Apart from the expiry of the term (of three years), the office of a trustee shall be vacated if the Trustee:

(a) Resigns; or

(b) Dies; or

(c) Ceases to hold the office by virtue of which he has become Trustee; or

(d) Becomes an undischarged insolvent or has applied to be adjudicated as an insolvent and his / her application is pending; or

(e) Becomes of unsound mind; or

(f) Becomes for any reason unable in the opinion of the remaining Trustees to perform the duties of a trustee; or

(g) Fails to participate in at least four consecutive Trustee meetings without having previously obtained special leave from the Chairperson; or

(h) Has been convicted by a Court of any offense involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months, and a period of five years has not elapsed from the date of expiry of the sentence.

## CLAUSE 12 APPOINTMENT OF CHAIRPERSON

12.1 The Trust shall have a chairperson, elected by the Trustees from among themselves. Subject to the Chairperson continuing to hold the office of a Trustee in terms hereof, he/she shall hold office for a period of three years.

12.2 Any retiring chairperson shall have the right to stand for re-election.

12.3 If a chairperson is unable for any reason to perform the chairperson's duties then the Trustees may elect an acting chairperson during the relevant period of inability.

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Sheet 1



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- 13.5 The Trustees shall procure that accurate minutes of all meetings, resolutions and decisions made by them are maintained in physical and/or electronic form. Minutes purporting to be signed by the chairperson of the Trustees of a meeting shall be receivable as prima facie evidence of the matters contained in such minutes. The Trustees may delegate the responsibility of maintaining such minutes to such officer of the Trust, as they deem fit.

#### CLAUSE 14 CONVENING OF MEETINGS

- 14.1 The Trustees shall be bound to hold at least one meeting each year, but otherwise shall hold such number of meetings in any calendar year, as they shall decide.
- 14.2 The chairperson shall convene the meetings of the Trustees.
- 14.3 The chairperson shall be obliged to convene a meeting of the Trustees, if he/she receives a written request from at least one third of the Trustees to hold a meeting.
- 14.4 A meeting of the Trustees may be called by giving not less than seven days prior notice in writing, unless all the Trustees agree otherwise. Every notice of a meeting of the Trustees shall specify the place and the day and hour of the meeting, and shall contain a statement of the business to be transacted thereat.

#### CLAUSE 15 RESOLUTION IN LIEU OF MEETING

- 15.1 A resolution in writing signed or assented to by letter, telegram, cable, telex, facsimile or other written or auditable electronic manner, by:

- (a) 2/3 (two thirds) of the total number of Trustees in the case of a Special Resolution; and
- (b) 51% of the total number of Trustees in the case of an ordinary resolution

shall be as valid and effective as if it had been passed at a meeting of Trustees duly called and constituted. Any such resolution may consist of several documents in like form either signed or purporting to have been despatched by any one or more of the Trustees.

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Senior Sub Registrar



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**CLAUSE 13**  
**PROCEEDINGS OF TRUSTEE MEETINGS**

- 13.1 Subject to this Deed the Trustees may meet together for the dispatch of business and may adjourn or otherwise regulate their meetings as they think fit.
- 13.2 At any meeting of the Trustees the chairperson shall preside or in the absence of the chairperson the Trustees may elect one of their members to preside.
- 13.3 At all meetings of Trustees:
- (a) No business shall be transacted unless the requisite quorum is present at the commencement of business;
  - (b) The quorum for a meeting of the Trustees for passing a Special Resolution shall be  $\frac{2}{3}^{\text{rd}}$  of the total number the Trustees (subject to a minimum of two Trustees);
  - (c) The quorum for a meeting of the Trustees for transacting any other business (other than for passing a Special Resolution) shall be one-third of the total number of Trustees or two Trustees, whichever is higher;
  - (d) The expression "Special Resolution" means a resolution passed at a meeting of Trustees at which not less than  $\frac{3}{4}$  (three fourths) of the of the total number of Trustees present in person vote in favour of the resolution; and
  - (e) A resolution put to the vote of a meeting shall be decided on a show of hands. On a show of hands each Trustee present in person at the meeting shall have one vote. The chairperson shall have a second or casting vote. A declaration by the chairperson that a resolution has been carried shall be conclusive evidence of the fact.
- 13.4 An act or decision of the Trustees shall not be invalid by reason only of:-
- (a) A fault, default or irregularity in or in connection with the appointment of a Trustee; or
  - (b) A vacancy in the number of the Trustees including a vacancy arising because of the failure to appoint a Trustee; or
  - (c) The accidental omission to give notice to or the non-receipt of notice by any Trustee.

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Document No. 85  
of 20 21-02-2022  
Correspondence  
11/11/2022  
Shree A



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**CLAUSE 16**  
**TELECONFERENCE MEETING OF TRUSTEES**

16.1 The contemporaneous linking together by telephone or other means of communication of a number of Trustees not less than the required quorum (whether or not anyone or more of the Trustees is out of India) shall be deemed to constitute a meeting of Trustees and all the provisions of this deed in respect of such meetings shall apply so long as the following conditions are met:

- (a) all Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be entitled to notice of the meeting by telephone or other means of communication and to be linked by telephone or other means for the purpose of such meeting; and
- (b) each Trustee taking part in a meeting by telephone or other means of communication must throughout the meeting be able to hear each of the Trustees, or contemporaneously communicate with each of the Trustees taking part in the meeting.

**CLAUSE 17**  
**SERVICE OF NOTICES**

17.1 Notices shall be deemed served by one party upon another party:

- (a) If posted within India, three days following posting. If posted outside India, twenty days following posting;
- (b) If delivered personally, at the date of service;
- (c) If sent by facsimile or other electronic device, on the day following the date of transmission.

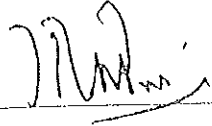
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of 01-02 of 2011  
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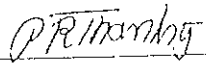
IN WITNESS WHEREOF, the Author has subscribed his respective signature before the following witnesses as of the day, month and year first above written.

Signed by Author:



Name:

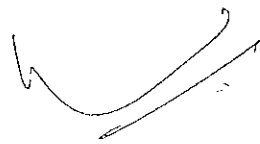
Witnesses:



Name: P. Ramash Thanthi s/o P. Krishna Thanthi

Address: ICDS HQ

Occupation: manipal.

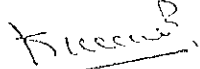


K. Balakrishna

ICDS HQ

Manipal

Drafted by me



(RAVI RAJA HEGDE)  
Advocate, Manipal.

Senior Sub Registrar

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of 01-02  
of 2008  
Serials 14  
Sheet 14



FOR MANIPAL FOUNDATION

  
Trusted

W/38/2002-03

100Rs.



AMENDMENT DEED

THIS DEED OF AMENDMENT is executed by Manipal Foundation through the Author of the Trust Manipal Academy of Higher Education, University Building, Madhava Nagar, Manipal, represented by its President Dr. Ramdas M. Pai.

WHEREAS the above Trust was created by Dr. Ramdas M. Pai, President, Manipal Academy of Higher Education on 3rd January, 2002 and registered in the office of the Sub-Registrar of Udupi as Document No. 85 of the year 2001-02, Book No. IV, volume 114 at pages from 239 to 304, hereinafter called the "Principal Deed" and

WHEREAS the Commissioner of Income tax, Mangalore has suggested to modify the original Deed by amending clause Nos. 1, 2, 9 and 10.

WHEREAS the Trust is desirous of incorporating the said amendments to the Principal Deed by this Deed of Amendment  
AND

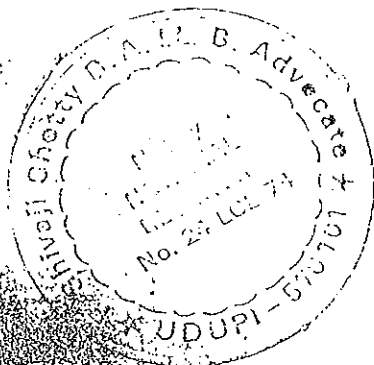
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Notary

12/8/2012





No. 1322  
Value Rs. 10-2  
Sold to: Marpal...  
Court Road, 14 mi.  
Date 1/8/2002 V-Saldanha  
Stamp Vendor

Presented at 11-30  
In the  
Office of the Senior Sub Registrar  
of Udupi with fee paid as follows.

- Registration fee 100-00
- Copying fee 10-00
- Endorsement fee 10-00
- Miss. Revenue fee 100-00
- Stamp fee 10-00

Total 230-00

Signature of Senior Sub Registrar

BEFORE ME

Senior Sub Registrar  
UDUPI



BEFORE ME

Senior Sub Registrar  
UDUPI

Identified by



R. Ramananda Sharma S/o K. Venkatesh Sharma  
Acceding House, Marpal.

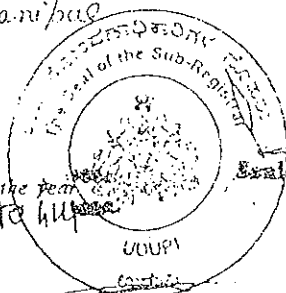
Principals  
p. Ramananda Sharma S/o K. Venkatesh Sharma  
Acceding House, Marpal.

Date 3-8-2002

Registered on No. 32 of the year  
2002-03 at page 541 to 412  
Volume 115 of part 1

Date 3-8-2002

Registrar



Senior Sub Registrar  
UDUPI

This is to certify that this is the True  
Photostat Copy of the Original.