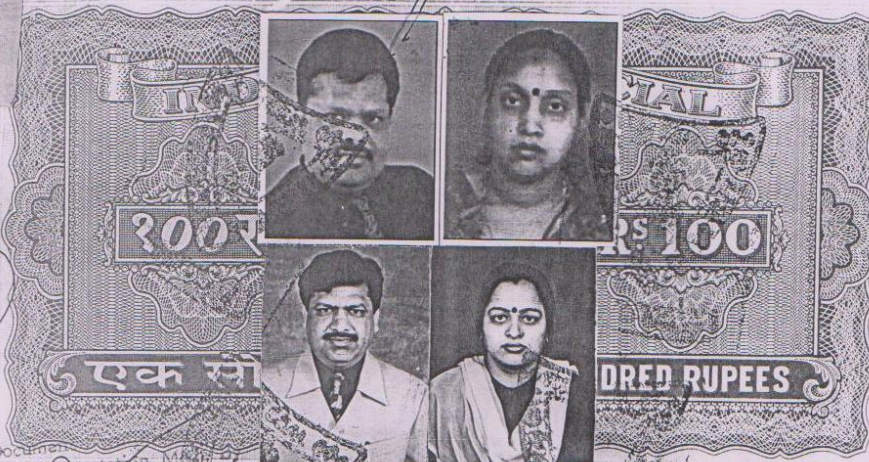


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TRUST DEED

THIS INDENTURE made at NEW DELHI this 5th Day of JUNE of the year TWO THOUSAND AND THREE by me, Rohtas Goel, S/O, Sh. Yadram Goel, resident of 16, NRI Colony, Mandakini, Greater Kailash -IV, New Delhi (hereinafter called 'the Settlor').

WHEREAS the Settlor, having lived his life well, feels himself indebted to the Man kind and desires to repay the obligations by helping others and needy and for the purpose intends to set up or assist in establishing, Charitable Institutions for providing education, medical relief etc., to the poor and also to assist those who stand in need of help especially persons who are enfeebled by age or otherwise disabled or are unable to support themselves, the needy, deserving and the sick and also for bettering and raising educational, health and general standards of living of the people in India as herein mentioned.

AND WHEREAS in furtherance of the aforesaid desire the Settlor has decided to create an Irrevocable Trust to be called as hereinafter mentioned.

AND WHEREAS with a view to carry out his desire, it is intended that the Settlor shall forthwith deliver to the Holding Trustees the sum hereinafter mentioned for the purpose of being held upon the trusts hereinafter contained.

AND WHEREAS the Holding Trustees have consented to act as the Holding Trustees of these presents and to accept the trusts under these presents.



Voter's I.C - DL-1010171003615



Voter's I.C - DL-10310171003616



Income tax return - 8/2/2002

5 JUN 2003

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LA. No. 562
V. No. 1, 1st

[Signature]

Omwati Education Trust
7, LSC, Kalligaji, New Delhi
for Trust Deed.



[Signature]



[Signature]
Secretary

NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -

1. In these presents unless there is anything repugnant to the subject or context thereof;
 - a) The expression 'SETTLOR' shall mean and include the Settlor herein above specified and his respective heirs, executors and administrators;
 - b) The expression 'HOLDING TRUSTEES' shall mean the Trustees mentioned in or appointed in accordance with clause 10 of these presents.
 - c) The expression 'BOARD OF TRUSTEES' shall mean the Board of Trustees appointed under these presents and include its members for the time being.

DECLARATION OF THE TRUST:

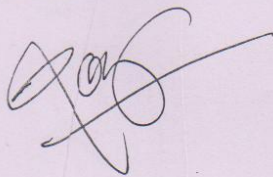
2. For effectuating the said desire and in consideration of the premises, the Settlor do hereby declare that he simultaneously with the execution of these presents donates for handing over to the Holding Trustees the sum of Rs. 1,000/- (Rupees one thousand only) and all the Estate, right, title, interest, claim and demand, whatsoever at law and in equity of the Settlor of, in and to the said sum to have, hold, receive and take the same unto the Holding Trustees for ever upon the Trust and with and subject to the powers, provisions, agreements and declarations hereinafter appearing and contained of and concerning the same.

NAME OF THE TRUST:

3. The Trust created by these presents shall be known as OMWATI EDUCATION TRUST (hereinafter called 'the said Trust').

OBJECTS AND PURPOSE OF THE TRUST:

4. The Charitable Objects and purposes for which the said Trust has been created shall be following objects and purposes TO THE INTENT that the same shall relate to anything done or to be done within India in such share and proportion and in such manner and in all respects as the Holding Trustees shall in their sole and absolute discretion think fit so that the whole or any part of the income or property or the Corpus of the Trust Fund shall be applicable, utilized or accumulated for application to such charitable objects and purposes within India without reference to caste, creed, religion or sex and in particular without prejudice to the generally of the above mentioned objects and purposes TO THE INTENT that the Trust shall for the attainment of the above charitable objects and purposes spend income, property and corpus of the Trust Fund for the purposes as aforesaid TO THE INTENT that any income of the Trust Fund for the current year not paid, utilized or applied for any charitable objects and purposes under these presents shall be accumulated for being paid, utilized or applied for the charitable objects and purposes as herein mentioned within India.



Regd No. 4585

Date 11/06/2003

Deed Related Detail

Deed Name TRUST

Land Detail

Tehsil/Sub Tehsil	Sub Registrar V	Area of Building	0 वर्ग फुट
Village/City	Other Than South District	Building Type	
Place (Segment)	Other Than South District		
Soil Type	Residential		
Area of Soil	60,000.0 वर्ग गज		

Money Related Detail

Value 1,000.00 Rupees	Value of Stamp Duty 130.00 Rupees
Value of Registration Fee 3.00 Rupees	Pasting Fee 1.00 Rupees

Presented by Sh/Smt. Rohtas Goel S/o, W/o yadram 16 NRI Cly Mandakini G.K. IV N.D.
Goel R/o in the office of the Registrar/ Sub Registrar, Delhi this 11/06/2003 day Wednesday
between the hours of

Signature of Presenter

Registrar/ Sub Registrar
Sub Registrar V
Delhi/New Delhi

Execution admitted by the said Shri/Smt Rohtas Goel
and Shri/Smt/Km. Sushma Goel

Who is/are identified by Shri/Smt/Km. Avdesh S/o W/o D/o Narender R/o 531 Vill Sukhrali Sect-17 Gurgaon
HR and Shri/Smt/Km Ashfaq Khan S/o W/o D/o Mohd Khan R/o 165/1 Ballabgarh HR

(Marginal Witness). Witness No. II is known to me. Contents of the document.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

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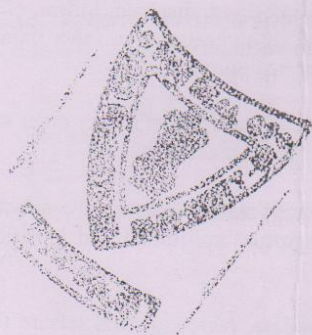
Date 11/06/2003

Registrar/ Sub Registrar
Sub Registrar V
Delhi/New Delhi

5. The Charitable Objects and purposes referred to above shall be as follows:

- a. To help, aid, assist, undertake, organize, establish and maintain Schools, Colleges, Institutes or Centers for imparting general, professional, vocational, industrial, technical, physical, intellectual and moral education and to promote the advancement of education, art, science and health and to assist and provide financial assistance for any other cause of general public utility not involving any activity for profit.
- b) To establish Memorials and to provide encouragement and proper path to students of all caste and creed and to provide for endowments, stipends, scholarships and other allowances to the poor, deserving or needy students for the promotion and encouragement of all types of education.
- c) To provide aid, grants to and or to establish Hospitals, Clinics, Child Welfare Centres, Sanitariums, Leprosy homes and Convalescent Homes for the practice of medicine with up-to-date facilities and/or to arrange for the maintenance thereof for the benefit of the public in general.
- d) To maintain, contribute or to give aid to any medical, educational or social institutions or any charitable institutions with a philanthropic purpose which may be in the general interest of the poor and the destitute of all classes and creeds, and to do all such acts and things with the object of giving relief to the poor;
- e) To maintain Orphanages and Homes for old, aged, enfeebled, disabled, infirm, blind, handicapped and destitute persons and to provide them with vocational or other training or to render assistance to any such existing institution or institutions.
- f) To establish and maintain Dharamshalas, Rest Houses, Poor Houses or any other such Charitable Institutions for benefit of all classes at any suitable place or places;
- g) To establish, organise, build, erect, construct, assist and maintain places for conducting meetings, prayers and services for the mental and spiritual upliftment and benefit of mankind;
- h) To establish centres for providing facilities for welfare, recreation and leisure time activities so as to develop physical, mental and spiritual capacities that may be conducive to full maturity as individuals and Members of the Society and improvement of conditions of life;
- i) To help, aid, support, provide comfort and assist financially and otherwise poor and distressed and needy Girls and their families for their marriages irrespective of caste, creed and religion.





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k) To do all such acts and things as may be conducive to the general welfare and well being of Society and uplifting the social, educational, cultural or economic conditions of the masses;

l) To do all such other acts, deeds, matters and things as are incidental or conducive to the attainment of the above objects;

PROVIDED THAT the Board of Trustees may add to any other further objects that are of public charitable nature within the meaning of Provisions of Income Tax Act, 1961, by majority decision provided such majority comprises affirmative vote of at least one Holding Trustee.

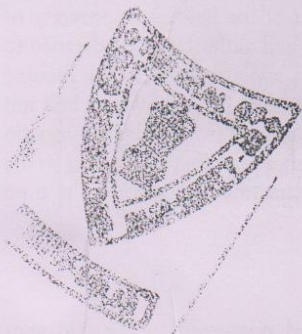
PROVIDED FURTHER THAT if any one or more of the purposes or Objects specified in this clause are held not to be purposes or Objects of the public charitable nature the Holding Trustees shall not carry out such purpose or purposes or objects but the validity of the Trust created by these presents as a trust for public charitable object or purposes shall not be affected in any manner;

PROVIDED FURTHER THAT, without prejudice to the provisions of the immediately preceding proviso, if by reason of any of the objects specified in this or the preceding clause, the income or the property or corpus of the Trust becomes or is held to be liable to be charged to income-tax or wealth tax or any other tax under the applicable laws charging such tax from and after the date on which or in the event or as a result of which the income or the wealth becomes or is held to be so chargeable, takes place, the Holding Trustees, or the Board of Trustees shall not apply any part of the income or property of the Trust to any such object and nothing herein contained shall authorize or be deemed to authorize the Holding Trustees, or the Board of Trustees to apply any part of the Income or the property of the Trust to any such objects as effectively as if, such objects had not been specified in these presents. For the purpose of these presents, the expression "Charitable Purpose" shall have the same meaning as is assigned to that expression in the Income-tax Act, 1961 or any statutory modification or re-enactment thereof for the time being in force.

TRUST FUND:

6. The Holding Trustees shall henceforth hold and stand possessed of the said sum (hereinafter for brevity sake referred to as "the Trust Fund") which expression shall unless repugnant to the subject or context also include any other property and investments of any kind whatsoever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Holding Trustees or any member of the Board of Trustees for the purposes of these presents or come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents including all grants, donations, contributions, subscriptions, gifts, bequests and legacies either in cash or other properties,





movable or immovable or otherwise, howsoever which may be received by the Holding Trustees or any member of the Board of Trustees from time to time for the purpose of these presents upon the trusts, with and subject to the powers, provisions, agreements and declarations hereinafter made and contained of and concerning the same.

PRINCIPAL OFFICE:

7. The 'Principal Office' of the said trust shall be in N.C.T of DELHI or at such other place in India as the Holding Trustees may from time to time decide.

ADMINISTRATION OF THE TRUST FUND:

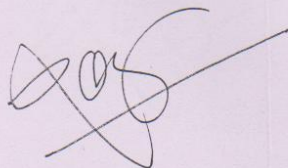
8. In the administration of the said Trust Fund it shall be open to the Holding Trustees, or the Board of Trustees to give the relief which they are authorised to not only by making gifts in money, but also in kind to the beneficiaries.

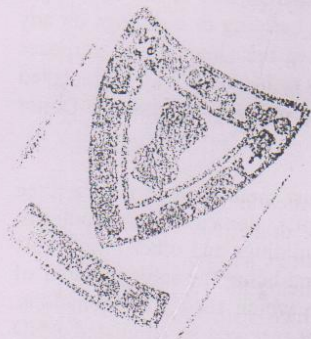
CONTRIBUTIONS:

9. Holding Trustees, or the Board of Trustees may at any time invite and receive or without such invitation receive any voluntary contributions or donations, gifts or movable or immovable property or bequests and legacies either from the Settlor or from any member of his family or his relatives and friends and or the Public in India or abroad by way of donations, contributions, grants, gifts, bequests, legacies otherwise for all or any of the objects and purposes mentioned above either towards the Corpus and/or Trust Fund;

PROVIDED THAT they are not inconsistent with any of the Objects of the said Trust, the Holding Trustees may allow any such donor to erect a building or buildings on any land belonging to the said Trust for being used for any of the Objects and purposes thereof. Any such gift, donation, contribution, grant, legacy or bequests may be accepted either with or without any special conditions as may be agreed upon between the Donor and the Trustees.

PROVIDED FURTHER THAT the name of the said Trust mentioned in clause three hereof shall not be amended, modified or altered and gifts, donations, contributions, grants, offerings, legacies and bequests including lands, buildings and other immovable properties shall be treated as forming part of the Trust Fund being the subject matter of these presents and be applied accordingly if the terms on which such gifts, donations, contributions, grants, offerings legacies and bequests were received so stipulated AND the Settlor also hereby directs that it shall always be for the Holding Trustees in their absolute discretion to decide whether they should invite or accept any such gift, donation, contribution, grant, offering legacy, or bequest as aforesaid and that they shall be at liberty to refuse any of them without giving any reason for such refusal.





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HOLDING TRUSTEES:

10. (a) The following persons shall be the first Holding Trustees:

1. Shri Rohtas Goel
2. Smt. Sushma Goel
3. Shri Sunil Goel
4. Smt. Seema Goel
5. Sh. Jai Bhagwan Goel
6. Smt. Rekha Goel
7. Sh. Yadram Goel

(b) The Holding Trustees may co-opt such person or persons to be Holding Trustees as they may in their absolute discretion consider appropriate:

PROVIDED THAT the total number of Holding Trustees shall not at any point of time exceed ten in number.

(c) If a Holding Trustee shall resign, disclaim or die or become insane or refuse or neglect to act as Holding Trustee or otherwise become incapable or unfit to act in the Trusts of these presents, he shall be deemed to have vacated the office of the Holding Trustee. In case of such vacancy, the remaining of the Holding Trustees may appoint by election any other person to be a Holding Trustee. It is hereby expressly declared that a Holding Trustee leaving India or residing out of India, shall not, on that ground alone, be deemed to refuse or neglect to act as a Holding Trustee or to become incapable or unfit to act in the trust of these presents.

(d) Without prejudice to any other provisions of law, the Holding Trustees of the said Trust shall stand discharged from the Office of the Holding Trustee on his tendering his resignation to the Trust or on the happening of any of the events mentioned in sub-clause (c) above.

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BOARD OF TRUSTEES:

11. (a) The Board of Trustees shall consist of the Holding Trustees and such persons as may be appointed by the Holding Trustees as provided hereinafter.

(b) The Holding Trustees shall, as soon as possible, appoint such other members as they may consider necessary to be members of the Board of Trustees.

(c) The membership of the Board of Trustees including the Holding Trustees shall not be less than five nor more than fifteen.

(d) The members of the Board of Trustees, other than the Holding Trustees, shall hold office as such members for a period of two years. On the expiration of such period, the Holding Trustees shall re-appoint such members or appoint new members in their place to be members of the Board of Trustees.

(e) Where a Holding Trustee ceases to be a Holding Trustee by reason of provisions of the sub-clause (c) of clause 10 hereinabove, he shall also cease to be a member of the Board of Trustees.

(f) If a member of the Board of Trustees other than a Holding Trustee, disclaims or dies or becomes insane or refuses or neglects to act or resigns as a member of the Board of Trustees or otherwise becomes incapable or unfit to act, he shall be deemed to have vacated the office of the member of the Board of Trustees. In case of such vacancy, the Holding Trustees may appoint any other person in his place, provided that a member of the Board of Trustees on leaving India or residing outside India, shall not on that ground alone be deemed to have refused or neglected to act as a member of the Board of Trustees or to have become incapable or unfit to act as a member of the Board of Trustees.

(g) Notwithstanding anything herein contained it shall be lawful for the Board of Trustees to remove any Trustee other than a Holding Trustee by passing a resolution in that behalf at a meeting of the Board of Trustees.

CHAIRMAN & VICE CHAIRMAN OF THE TRUST:

12. (a) Shri Jai Bhagwan Goel so long as he is able and willing to so act, be the first Chairperson of the Trust.

(b) Subject to the provisions of Clause (a), and (b) above, the Board of Trustees from amongst the Holding Trustees may elect the Chairman, Sr. Vice Chairman and Vice Chairman of the Trust, who shall so long as will be able and willing to so act, be the Chariman, Sr. Vice Chairman and Vice Chairman of the Trust.

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SECRETARY:

13. (a) The Board of Trustees shall be entitled, empowered and authorised to appoint any person on such remuneration as it thinks fit as the Secretary of the Trust.

(b) The Board of Trustees shall have the power to remove the Secretary so appointed and to appoint such other person in his place as it may think fit.

(c) The Secretary shall be an Officer of the Trust in charge of the administration of the Trust subject to the superintendence, control and direction of the Board of Trustees and shall maintain records and proceedings of the Trust and maintain the minutes of the Meetings of the Holding Trustees, and the Board of Trustees, and shall perform from time to time such other duties and functions as may be directed by the Board of Trustees.

TREASURER:

14. (a) The Board of Trustees shall be entitled, empowered and authorized to appoint any person as the Treasurer of the Trust.

(b) The Board of Trustees shall have the power to remove the Treasurer so appointed and to appoint such other person in his place as it may think fit.

(c) The Treasurer shall be an Officer of the Trust in charge of the Finance & Accounts of the Trust subject to the superintendence, control and direction of the Board of Trustees. The Treasurer shall maintain the records of the Books of Accounts and other records of the Trust and shall perform from time to time such other duties as the Board of Trustees may from time to time direct.

POWERS OF HOLDING TRUSTEES:

15. (1) The Holding Trustees shall, at their discretion invest the Trust Fund and all moneys of the Trust which may require investment in or upon any one or more of the following modes of investment with power, from time to time, at their absolute discretion to convert or vary any investment and securities held by the Holding Trustees into or for other of the characters hereby authorised provided that the investments sought to be made are permitted under the Income Tax Act and other relevant laws relating to public charity.

(a) Stocks, Shares or other Securities issued by a Co-operative Society ;

(b) Stocks, Shares (equity or preference) whether involving liability or not or debentures of any kind issued by Companies or Statutory Corporations in India or elsewhere and in units of the Unit Trust of India ;



(c) Debentures, Loans, Bonds, issued by Central or State Government, Municipal or other Local Authority or Public Body in India;

(d) Deposits with Scheduled Banks, Post Office, Financial Corporations or Institution or any Company;

(e) Acquiring by purchase or lease, or on ownership basis or in exchange, hire or otherwise any immovable property of any tenure including leaseholds in any part of India and the acquisition of Lessor's other rights in property;

(f) Any investments which the Holding Trustees may by law be authorised to make for the investments of Trust property;

PROVIDED THAT investments of the Trust Fund including those in immovable properties may be made or kept in the name of the Holding Trustees or in the names of two or more of them, or be payable to or transferable by the Holding Trustees or two or more of them as they consider proper.

(2) The Holding Trustees shall be at liberty to erect or build upon the vacant land acquired by or belonging to the Trust, buildings, or structures out of Trust Fund and to let out such buildings or structures on such terms and conditions and subject to such rent, compensation, fees, covenants and agreements as the Holding Trustees may deem fit.

(3) The Holding Trustees shall have the power to borrow or raise any moneys and to enter into such agreements' assurances, deeds and things in relation thereto whether by way of pledge, hypothecation, charge or mortgage of the whole or any part of the movable or immovable properties comprised in the Trust Fund on such terms and conditions as the Holding Trustees may deem fit, and to secure repayment of the moneys borrowed or raised.

(4) The Holding Trustees shall be entitled to vote themselves or through their authorised representatives in respect of any shares or securities held upon the Trust in such manner as the Trustees may think best fit for the benefit of the beneficiaries.

(5) The Holding Trustees shall have power to delegate all or any of its powers specified in this clause to the Board of Trustees, as the Holding Trustees may in their discretion deem fit.

SALE, EXCHANGE, TRANSFER, ASSIGNMENT etc.,

16. (1) The Holding Trustees shall at their absolute discretion from time to time sell by public auction or private contract or exchange or transfer or assign or grant lease or sub-lease for any term howsoever long or otherwise dispose off or permit to be used at such rent, compensation or fee 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 and in all respects as they may think proper and to rescind or vary any contract for sale, exchange, transfer, assignment, lease or other disposition and to resell the same or enter into a fresh contract for sale, exchange, transfer, assignment lease or other disposition without being answerable for any loss or damages occasioned thereby and for such purposes to execute all necessary conveyance deeds of exchange, assignment, transfer, lease, sub-lease, counter-parts and other assurances, indemnities, agreements, covenants and other documents and writings to pass, give and execute necessary receipts, releases and discharges for the consideration moneys relating thereto. All moneys arising from any transfer or other assurance shall be deemed to be part of the Trust Fund and shall be applicable accordingly. In exercising the powers under this clause the Holding Trustees shall not have dealings with the Settlor.

DUTIES OF PURCHASER :

17. Upon any sale or other transfer by the Holding Trustees under the power aforesaid, the purchasers or transferees dealing bonafide with the Trustees shall not be concerned to see or inquire whether the occasion for executing or exercising such power has arisen or whether the provision as to the appointment and retirement of the Trustees herein contained has been properly and regularly observed and performed. Neither shall the purchasers or transferees be concerned to see to the application of the purchase money or other considerations or be answerable for the loss, mis-application or non-application thereof.

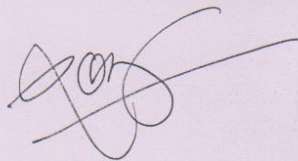
POWERS OF THE BOARD OF TRUSTEES :

18. (a) The Board of Trustees shall have the power to undertake or accept the management of any funds or donations in furtherance of the objects of the Trust and to grant such rights and privileges as may be considered proper to the donors who have contributed to the funds or property of the Trust by way of gifts, grants, donations, subscriptions or other such benefits.

(b) The Board of Trustees shall have the power to deal with funds and moneys of the Trust for achieving the objects of the Trust and to deal with the money of the Trust not immediately required in such manner as may be determined by the Board of Trustees from time to time.

(c) It shall be lawful for the Board of Trustees to enter into any Agreement with the Central or any State Government or Authority, Municipality/local body or any person whatsoever and to obtain for attainment of the above objects and to carry out, exercise and comply with such arrangements, rights, privileges and concessions and corresponding duties attached thereto.

(d) It shall be lawful for the Board of Trustees to establish and support or aid provident fund or any other funds, and to grant pensions, allowances, gratuities and to make payments towards insurance for the employees of the Trust.

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(e) The Board of Trustees shall have the power to subscribe or guarantee moneys for charitable or other benevolent objects or to institutions or for any exhibitions or for any public, general or useful object.

(f) It shall be lawful for the Board of Trustees to acquire by purchase or to take on lease or on ownership basis or otherwise lands, buildings and movable and immovable properties and subject to the approval of the Holding Trustees to construct, build or erect buildings, houses or tenements, pull down, renovate, maintain, rebuild, alter, adopt, improve, add to, develop or repair any immovable properties comprised in the Trust Fund or the income thereof as the Board of Trustees may think fit and proper.

(g) The Board of Trustees shall be entitled in the name of the Trust or in the name of such of its member or members as it may nominate to become member of any co-operative society or other like institutions for the protection, benefit and improvement of the Trust Fund or any property of the Trust Fund as also to enter into such contracts and take such other actions and proceedings for the purpose of such protection or improvement and to pay all fees and subscriptions and defray all costs, charges and expenses as may be considered proper. The Board of Trustees shall also be entitled to enter into any agreement or covenants (including restrictive covenants) with the owner of or persons interested in any other properties comprised in the Trust Fund or such other properties as they may deem fit from time to time.

(h) The Board of Trustees shall have the power to insure any premises comprised in the Trust Fund against loss by fire, lightening, earthquake, civil commotion or other risks or losses of whatsoever nature as the Board of Trustees may think necessary and proper from time to time.

(i) The Board of Trustees shall have the power to pay all rents, rates, taxes and other outgoings and expenses from time to time.

(j) The Board of Trustees shall have the power to set aside from time to time such sum or moneys as the Board of Trustees may consider proper, to meet the expenses of heavy repairs or by way of depreciation or sinking fund and to utilize the same and the income thereof for heavy repairs or for re-building or re-installing immovable properties or erecting new buildings.

(k) It shall be lawful for the Board of Trustees to permit any immovable property forming part of the Trust Fund to be held, used and enjoyed for the objects and purposes of the said Trust.

(l) The Board of Trustees shall be at liberty to form one or more committees consisting of themselves or one or more of them and such other person or persons as they may think fit to co-opt from time to time for the purpose of any particular activity and to fix the remuneration (if any) of the members (including any Trustee or Trustees) of such

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committees. The Trustees shall be entitled to frame the constitution of such committee and also to frame rules and regulations for the management and conduct of the meeting of such committees provided such rules and regulations shall not be inconsistent with or contrary to these presents. The Trustees shall be entitled to delegate to committees such powers as they may consider proper and desirable and which can be delegated by law for proper administration of the Trust. In exercise of these powers the Trustees shall be guided by any Statutory or Administrative requirements.

(m) The Board of Trustees shall carry on the day to day Management and Administration of the Trust activities for and on behalf of the Trust and shall have the power to spend out of the Trust Fund such amount as may be required in that behalf and shall also perform the duties for the furtherance of the objects of the Trust and exercise the powers which may from time to time be assigned to, vested in it or by the Rules and regulations to be framed by the Board of Trustees as hereinafter mentioned.

POWER TO DELEGATE:

19. The Board of Trustees shall have the power to delegate all or any of its powers listed out in this clause to any member of the Board of Trustees as it thinks fit.

MEETINGS OF THE TRUST:

20. (a) The Holding Trustees shall hold a meeting within one month of the registration of the Trust or as soon as thereafter as may be convenient for the purpose of appointing the Board of Trustees.

(b) Subsequent meetings of the holding Trustees and of the Board of Trustees shall be held in such manner and within such period as may be deemed fit and proper.

(c) At least three Trustees including at least one Holding Trustee present in person shall form the quorum for any meeting of the Board of Trustees and no resolution passed in any meeting will take effect unless it has affirmative vote of at least one Holding Trustee.

RESOLVING DIFFERENCES:

21. (a) In case of difference of opinion arising amongst Holding Trustees and in all matters wherein the Holding Trustees shall have a discretionary power, the votes of the majority shall prevail and shall be binding on all the Holding - Trustees.

PROVIDED HOWEVER, that if the Holding Trustees are equally divided in opinion, the matter shall be decided according to the casting vote of the Chairman of the Trust.

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(b) In case of difference of opinion arising from amongst the Board of Trustees and in all matters wherein the Board of Trustees have discretionary power, the question of difference will be voted on and the majority shall prevail. If the votes are equally divided then the matter will be referred to the Holding Trustees and subject to the provisions of sub-clause (a) of this clause, the decision of the Holding Trustees shall be binding on the Board of Trustees.

INTERIM:

22. If the office of a Holding Trustee or the Board of Trustees is vacated as contemplated in clause 10 and 11 respectively or in any other manner the remaining Holding Trustees and the Board of Trustees shall until such time as the vacancy or vacancies is or are filled be entitled to exercise all the powers whether discretionary or otherwise vested in the Holding Trustees, and the Board of Trustees and the execution of the Trust declared herein and during such period the provisions of these presents shall govern the remaining Holding Trustees, and the Board of Trustees so far as the same are applicable.

MINUTES AND ACCOUNTS:

23. The Board of Trustees shall keep or cause to be kept proper books of accounts in respect of the transactions of the Trust, which shall be audited annually by a Chartered Accountant as Auditors to be appointed by the Board of Trustees.

BANK ACCOUNTS:

24. The Board of Trustees shall be entitled from time to time to open, operate and maintain banking account(s) in the name of the said Trust with any bank as they may mutually decide. The account or accounts may be operated by The Chairman either severally and/or jointly with and any of the Holding Trustees or any other member of the Board of Trustees and/or jointly with such other Officer or Trustee of the Trust as the Chairman may from time to time decide and communicate to the concerned bankers, who may at any time pay or cause to be paid or withdraw any moneys forming part of the Trust Fund or the income thereof:

RECEIPT:

25. The receipt issued by a person duly authorised by the Board of Trustees or the Holding Trustees for receiving the income of the Trust Fund, Securities or other Documents or any Moneys or Property forming part of the Trust Fund or received by the Trust shall be sufficient and shall effectually discharge the person or persons paying, giving or transferring the same from being bound to see the application or being answerable for the loss, misapplication or non-application thereof.

A handwritten signature in dark ink, consisting of a stylized 'D' followed by a series of loops and a long horizontal stroke extending to the right.

TRUST STAFF:

26. The Board of Trustees may from time to time appoint temporarily or permanently and/or remove employees of the Trust as they may deem fit and expedient and fix their remuneration and the terms and conditions of their employment. The Board of Trustees shall also have power to maintain provident fund, gratuity Fund, pension and other funds for any employees of the Trust and make rules and regulations (with the power to add, alter, amend, vary or substitute the same or any of them) regarding the payment thereof.

PROVIDED that such rules and regulations shall not be conflicting with or inconsistent with these presents.

AGENTS:

27. The Board of Trustees shall have the power in its discretion to employ and pay any agent (including banks) to do any act whatsoever in relation to the said Trust including receipt and payment of money without the Board of Trustees being liable for loss thereof.

CLAIMS & DEMANDS:

28. It shall be lawful for the Board of Trustees for and on behalf of the Holding Trustees or the Board of Trustees to institute, defend or compromise any suits and to file and defend any appeals arising from such suits and to settle all accounts and to compromise, compound or refer to arbitration any action, proceedings, disputes, claims, demands or things relating to any matter in connection with the Trust and for this purpose to appoint such persons including the Trustees, as its attorneys, lawyers or agents as it may consider fit without being responsible for any loss occasioned thereby.

DEPOSITS OF SECURITIES, DOCUMENTS etc. WITH BANKS:

29. The Board of Trustees may deposit by way of custody any documents or securities held by the Trust relating to any property belonging to the said Trust with any Bank or Banker and may pay any sum payable in respect of such deposit.

CAPITAL & INCOME:

30. The Board of Trustees shall have the power to determine in case of doubt whether any money or property shall for the purpose of this Trust be considered as capital or income and whether out of the Capital or income any expenses or outgoings on application thereof for any of the purposes authorized by these presents shall or ought to be paid or borne.



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PROVIDED that nothing herein contained shall be deemed to authorize the Board of Trustees to spend the income or corpus of the Trust Fund for any object or purpose not authorized by these presents.

TRUSTEES RESPONSIBILITIES:

31. The Holding Trustees or the members of the Board of Trustees as the case may be shall be respectively chargeable only for such Trust Funds and incomes including money, stocks, funds, shares and securities as they shall actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own acts, receipts, neglects or defaults and not for those of the others of them nor for any banker, auctioneer or agent or any other persons with whom or into whose hands any Trust Fund or Trust income may be deposited or come nor for the insufficiency or deficiency of any stocks, funds, shares or securities nor for any other loss unless the same shall happen through their own wilful default or dishonesty.

REIMBURSEMENT OF EXPENSES:

32. The Board of Trustees may reimburse the Holding Trustees or its member as the case may be, and pay and discharge out of the Trust Funds or moneys in their hands all expenses incurred on or for the execution of the said Trust. It is expressly declared that the aforesaid persons shall be entitled to be paid their expenses on travelling, boarding, lodging and other expenses, which may be incurred by them in the performance of the duties of the Trust including attending its meetings.

PROFESSIONAL SERVICES:

33. If any Holding Trustee, or Member of the Board of Trustee shall be a lawyer, chartered accountant, medical practitioner, architect, engineer or a person carrying on any other profession, vocation or business, he or the firm in which he is a partner shall be entitled to charge for his or their professional services.

POWER TO MAKE RULES & REGULATIONS:

34. Subject to the provisions of these presents the Board of Trustees shall have the power to frame rules and regulations for the administration and management of the Trust of these presents and all matters incidental to or concerning the same; and such rules and regulations may be amended, altered, repealed or revised from time to time in such manner as the Board of Trustees may consider expedient:

PROVIDED that such rules and regulations shall not be repugnant to or inconsistent with the provisions or performance of the Trust hereof.



6/2/2022

IRREVOCABLE TRUST:

35. The Trust shall be and remain irrevocable for all times and the Settlor do hereby release, relinquish, disclaim, surrender and determine all his rights, title, interest or powers in the said Trust Fund.

DISSOLUTION OF TRUST:

36. In case of dissolution of the Trust, the remaining assets shall be handed over to some other recognized charitable institution having similar aims and objects.

IN WITNESS THEREOF the Settlor has hereto set his hands on the day, month and year first hereinabove written.

WITNESS

SETTLOR

① Audhesh Kumar Gupta

S/o R.K. Gupta

P/O SBI/17 Sector

Udalgaur

H2/07/6/507491

Chirgaon H2

A

Ashok

S/o MAHOKHAN

P/O 165 Banawa

1300

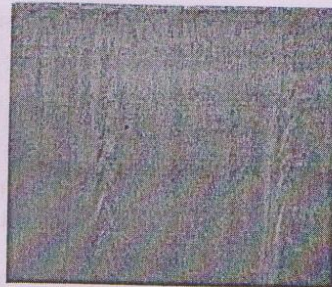
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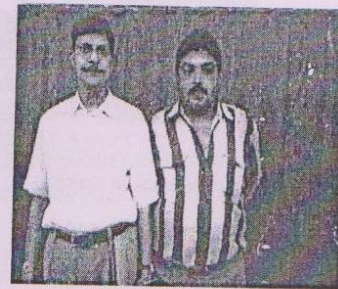
Reg. No. 4585 Reg. Year 2003-2004 Book No. 4



Ist Party न्यासकर्ता



IInd Party न्यासी



Witness गवाह



Ist Party

IInd Party

Ist Party न्यासकर्ता :- Rohtas Goel

IInd Party न्यासी :- Sushma Goel

Sunil Goel

Seema Goel

Jai Bha...

Witness गवाह Avdesh

Ashfaq Khan

Certificate (Section 60)

Registration No.4,585 in BookNo.4 VolNo 1,932
on page 26 to 41 on this dte 11/06/2003 day Wednesday
and left thumb impressions have/has been taken in my presence.

Date 11/06/2003

Sub Registrar
Sub Registrar V
New Delhi/Delhi