

PPNO. 2-2010270

MR. SHIKHAR NEELKAMAL MALHOTRA



ANNEXURE

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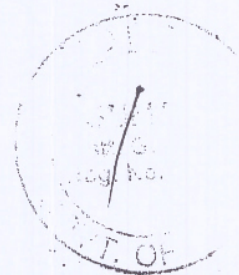
DELHI MR. SHIV NADAR PAN-401-3308 KIRAN NADAR No. 2-13 MRS. ROSHNI NADAR MALHOTRA P 629240 No. 2-2010270

TRUST DEED

THIS DEED OF DECLARATION OF TRUST made at Delhi this 18th day of July, 2011 between Mr. SHIV NADAR, son of Late Shri Sivasubramaniya Nadar, aged about 66 years, residing at No. 44, Friends Colony (East), New Delhi-110 065 (hereinafter also referred to as the "Founder", which expression shall, where the context so permits, be deemed to include his executors, administrators, heirs and successors in interest) of the ONE PART;

AND

1. Mr SHIV NADAR, son of Late Shri Sivasubramaniya Nadar, aged about 66 years, residing at No. 44, Friends Colony (East), New Delhi-110 065;
2. Mrs. KIRAN NADAR, wife of Mr. Shiv Nadar, aged about 60 years, residing at No. 44, Friends Colony (East), New Delhi-110 065;
3. Mrs. ROSHNI NADAR MALHOTRA, wife of Mr. Shikhar Neelkamal Malhotra, aged about 29 years residing at No. 44, Friends Colony (East), New Delhi - 110065;
4. Mr. Shikhar, Neelkamal Malhotra, son of Shri Neelkamal Malhotra, aged about 28 years, residing at B-458, New Friends Colony, New Delhi- 110065



ATTESTED

NOTARY Dist. Court, Gurgaon

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RegNo. 714

Date 03/08/2011

18 JUL 2011 Related Detail

Deed Name	TRUST	TRUST (MOVABLE)
Land Record NO	DATE	18 JUL 2011
Tehsil	SUB REGISTRAR VII	शिव नदार
Village	PURPOSE	Friends Colony
Place	THROUGH	Friends Colony
Property	RAJIB SINGH	44 Friends Colony (East)
Area	GF 11/94 MEGHDOOT BUILDING	0.00
	NEHRU PLACE NEW DELHI-110019	0.00
Consideration Value	0.00	Stamp Duty Paid 100.50 Rupees
Value of Registration Fee	100.00 Rupees	Pasting Fee 100.00 Rupees

This document of TRUST

TRUST (MOVABLE)

Executed by: Shri/Smt.

S/o, W/o

to

Shiv Nadar
Sivasubramanian Nadar
in the office of the Sub Registrar, Delhi this 03/08/2011 day Wednesday
between the hours of

44 Friends Colony (East) New Delhi

Signature of Pawan K...

Registrar/Sub Registrar
Sub Registrar VII
Delhi/New Delhi

Executed and presented by Shri/Ms. Shiv Nadar,

and Shri / Ms. Shiv Nadar, Kiran Nadar, Roshni Nadar Malhotra, Shikhar Neelkamal Malhotra

Who is/are identified by Shri/Smt/Km. Pawan K... S/o W/o D/o Lt. Sh. Gopi ram R/o 17 A Dhruva Appt Sec 13 Rohini Delhi 85

and Shri/Smt./Km Sunil K. Shivastava S/o W/o D/o M.P. Shivastava R/o 12 Aakriti Appts Plot 62 PP Ganj ND

(Marginal Witness). Witness No. II is known to me.

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

Verified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

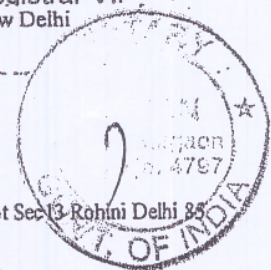
Date 03/08/2011

Registrar/Sub Registrar.
Sub Registrar VII
Delhi/New Delhi

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Distt. Courts, Gurgaon

For SHIV NADAR TRUST



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(ii) The funds and properties of the Trust (hereinafter collectively referred to as the "**Trust Property**" or the "**Trust Fund**") shall comprise of:

- (a) The said sum of Rs. 1001 (Rupees one thousand one only).
- (b) The assets and properties whatsoever (movable and immovable) as may hereafter be acquired by the **Trust** by purchase or otherwise for the purposes of the **Trust**.
- (c) All voluntary donations, gifts, legacies or grants in cash or in kind accepted by the **Trustees**, either as corpus or as income.
- (d) All additions, accretions and augmentations to the **Trust Property**.
- (e) The income from the **Trust Property**.

(iii) Subject to the provisions of Clause 9(b) hereof, the Corpus of the Trust and the income earned by the Trust (which includes voluntary contributions as corpus or income) shall be invested in accordance with the forms and modes permissible to public charitable trusts under the law for the time being in force.

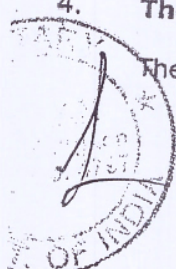
(iv) The **Trustees** shall hold and stand possessed of the **Trust Property/Trust Fund** upon trusts and subject to the powers, provisions, agreements and declarations hereinafter contained and concerning the same.

4. The objects of the Trust

The objects of the Trust shall be:

- (i) To establish, maintain, run, develop, acquire, take over, improve, extend and encourage and/or to aid and assist in the establishment, maintenance, running, development, acquisition, take-over, improvement, extension and encouragement of schools of all kinds (including Kindergartens, elementary schools, primary schools, secondary schools and high schools), colleges and other institutions of training or learning of all kinds (including industrial, technical, technological, vocational and professional, and for arts, crafts and sciences) and generally every manner of educational institutions

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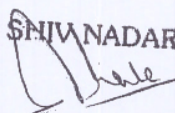
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including (but not limited to) universities or deemed universities with such departments, institutions, off campus study and other centres of learning and/or excellence.

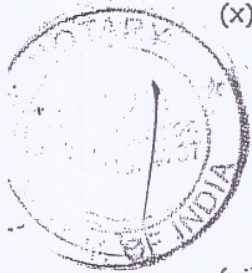
- (ii) To establish, maintain, run and/or to aid and assist in the establishment, maintenance, and operation of hostels, residential quarters, dormitories and/or other places and facilities of residence of all kinds, places and facilities for recreation, leisure, sport and mental, physical and spiritual upliftment of students, faculty and others connected with the institutions of the **Trust**.
- (iii) To establish, maintain, run, develop, acquire, improve and extend and encourage and/or to aid or assist in the establishment, maintenance, running, development, acquisition, improvement and extension of facilities for research and development in all fields of learning, sciences and/or application and for self-help and expression in all fields of art, craft and science, including through libraries, reading rooms, study rooms and other facilities as are calculated to be of use in imbibing, imparting, extending and/or encouraging invention, innovation and/or expression, and to develop and/or acquire for purpose or otherwise for use or exploitation by the **Trust** trade marks, patent rights, copyrights, designs and other intellectual property rights whatsoever.
- (iv) To assist by providing grants-in-aid, stipends, scholarships, fellowships, food, clothes, boarding, lodging, books and other course material or otherwise howsoever to the poor, needy and/or deserving students to pursue studies of all kinds, research and development and other inventive and/or innovative activities in any and all lawful fields, whether in institutions owned, established, maintained, operated and/or facilitated by the Trust or otherwise.
- (v) To conduct and/or organize and/or assist in the conduct and organization of all other activities calculated directly or indirectly to advance the cause of education and learning in all fields and subjects, including through the medium of debates, lectures, seminars, exhibitions, expeditions, work shops, dances, operas, cinemas, theatres, out-door amusements, meetings and classes.

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For SHIV NADAR TRUST


Authorized Signatory

- (vi) To grant awards, rewards, prizes, recognitions and honours to eminent personalities who have distinguished themselves in any field of activity relevant to the public good or benefit, including in the fields of education, invention, innovation and application of knowledge, arts and crafts, spiritual upliftment, charity, self-help and amelioration of pain, suffering and/or poverty.
- (vii) To organize, conduct, promote or facilitate and/or to help in organizing, promoting and/or facilitating programs for the formal and non-formal education of illiterate or semi-literate adults, the mentally and physically challenged, and others with special needs and/or requirements.
- (viii) To prepare, edit, print, publish, issue and circulate books, magazines, papers, periodicals, circulars, journals and other literary publications, dealing with or bearing upon education, medical and social relief or any other objects of the **Trust**.
- (ix) To establish, maintain, run, develop, acquire, improve, extend and to aid and assist in the establishment, maintenance, running, development, acquisition, improvement and extension of hospitals, clinics, dispensaries, maternity and other homes, sanatoria, and other centres, institutions and facilities for the treatment, cure, rest, recuperation and welfare of the sick, diseased, suffering and mentally and/or physically challenged, with or without associated facilities for the education, training and development of physicians, surgeons, specialists, nurses, pharmacists, cardiologists, therapists, and medical personnel and technicians of all kinds and fields.
- (x) To assist in the amelioration of poverty and of the socially and economically underprivileged or distressed by operating or assisting in the operation of free or subsidized kitchens and/or shelters and/or by provision of food, clothing and other facilities and grants in cash or kind and/or by teaching and providing them the means, skills and tools of improvement and self-help.
- (xi) To build, erect and construct and to aid and assist in the construction of homes and other facilities for the care of the destitute, orphans, aged and handicapped.



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(xii) To make contributions to or provide assistance by way of grants or otherwise in cash or in specie to any other public charitable trust or institution having all or any objects similar to the objects of the **Trust**.

(xiii) To conduct all activities and to do all acts, deeds, matters or things as are incidental or ancillary to or in the furtherance of the above object(s) or any of them.

5. The Trust will not carry on any activity with the object of earning distributable profits of any kind, nor shall directly or indirectly distribute any profit, income, or like benefit or any portion of the Trust Fund to the Founder, Trustees or any other person(s), provided that this shall not prevent the Trust from entering into any arrangement or agreement in good faith with the Founder or entities promoted by the founder or any member of the founder's family (the founder & Associates) in and towards the achievement of the objects of the Trust and /or for in the conduct of the activities of the Trust and from making to or in receiving from the founder & Associates in good faith on an arms length basis any payments pursuant to such arrangement or agreement.
6. The benefits of the Trust shall be open to all, irrespective of caste, creed, colour, religion, languages, age or sex.
7. In the event of dissolution or winding up of the Trust, the **Trust Property** or **Trust Fund** remaining after meeting the liabilities of the **Trust** shall be distributed by handing over the same to one or more trust(s) or institution(s) which has or have similar objects to those of the **Trust**, and no part thereof will be distributed to the **Founder** or to his relatives or to the **Trustees** or otherwise than as specified above.
8. The Trust shall not carry on any activity outside India.

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9. INVESTMENTS

- (a) The corpus of the Trust Property is considered to be the capital of the Trust which should be kept intact. It may be utilized for the purchase of assets such as land, buildings, furniture, fittings, equipment etc. or it may be invested or deposited in accordance with the forms and modes permissible to public charitable trusts under the law for the

For SHIV NADAR TRUST

time being in force and the income arising there from may be utilized for the objects specified by the Trustees.

- (b) The Income earned from the Trust Property that has been set apart or accumulated in the applicable financial year shall be invested or deposited only in accordance with the provisions of Section 13(1)(d) read with Section 11(5) of the Income Tax Act, 1961 or of any provisions of the said Act and other law hereinafter enacted covering the investment of funds relevant to the grant of tax exemption to public charitable trusts.
- (c) The Trust may carry on a business which is incidental to the attainment of the objects of the Trust, and utilize any surplus generated therefrom towards the furtherance of the Trust's objects, and maintain separate books of account for such business activities/transactions.

10. TRUSTEES:

- (a) The present Trustees of the Trust are the following members from the Founder's family :

1. Mr. Shiv Nadar (Founder)
2. Mrs. Kiran Nadar
3. Mrs. Roshni Nadar Malhotra
4. Mr. Shikhar Neelkamal Malhotra

- (b) (1) Subject to the provisions of Clause 10 (b) (3) hereof, as long as there shall exist sufficient members of the Founder's family capable of and willing to act as Trustees, at least Two Trustees shall be persons belonging to the Founder's family.

(2) Trustees belonging to Founder's family shall have the power to unanimously appoint Trustees including by the appointment as Trustee(s) of persons from outside the Founder's family in accordance with the provision hereof, provided that:

- (i) The number of Trustees shall at no time be more than a maximum of 5 (five); and
- (ii) At no time shall the number of Trustees from outside the Founder's family be equal to or exceed the number of Trustees belonging to the Founder's family.

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For SHIV NADAR TRUST

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(3) If there shall not be in existence at any time a Member of the Founder's family who has attained the age of twenty-one years and who is willing to act as Trustee, then until there shall exist a member of the Founder's family who has attained the age of twenty-one years and is willing to act as Trustee, there shall be three Trustees of the Trust who shall be nominated by the Chairman of the HCL Corporation Limited at the relevant time, and in the absence of a Chairman, shall be nominated by the Managing Director of HCL Corporation Limited, and in the absence of a Managing Director, shall be nominated by the CEO of HCL Corporation Limited (by whatever name called). Such Chairman/Managing Director/CEO shall be entitled to nominate himself or herself as Trustee. The three Trustees so appointed shall jointly manage the affairs of the Trust till the minor from the Founder's family attains the age of twenty-one years and has become a Trustee of the Trust.

(c) Managing Trustee:

(1) Mr. Shiv Nadar shall be the first Managing Trustee for life. After his life time or should prior thereto he resign or become incapable of acting, then the Founder's spouse Mrs. Kiran Nadar, who is also a Trustee, shall be the Managing Trustee for life. Should she also resign or become incapable of acting as trustee, then Mrs. Roshni Nadar Malhotra, Founder's daughter, who is also a trustee, shall be the Managing Trustee for life.

(2) Subject to Clause 10 (c) (1) hereof, the Trustee (s) at the relevant time who belong to the Founder's Family shall nominate from amongst them the Managing Trustee of the Trust. The Managing Trustee so nominated shall hold office for such period and shall exercise such powers of the Managing Trustee as the Trustees at the relevant time entitled to nominate such Managing Trustee shall at their discretion determine.

(3) If there is not in existence any person belonging to the Founder's family or if there is no such person from the Founder's family who is willing to act as Trustee(s) or if there is no such person from the Founder's family who is traceable in spite of best bona-fide attempts made to trace such person, then the Trust along with all the Trust property shall vest in the President of India and/or in any such person(s),

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For SHIV NADAR TRUST

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Shiv Nadar

Shiv Nadar

body(ies) or authority(ies) as the President of India may deem fit to nominate for the purpose of vesting the Trust subject to the condition that the Trust shall in perpetuity bear and carry and continue to be known by the name given to it before such vesting, and in default of such name, shall in perpetuity carry and be known by the name of the Trust.

(d) **Founder's family:**

(1) For the purposes of these presents, the "Founder's Family" shall mean Mr. Shiv Nadar, his wife, Mrs. Kiran Nadar, his daughter, Mrs. Roshni Nadar Malhotra, her children and their direct lineal descendants, which expression shall include an adopted child of a direct lineal descendant but will not include any of their spouses or the spouses of their descendants except Mr. Shikhar Neelkamal Malhotra, spouse of Mrs. Roshni Nadar Malhotra.

(2) As long as there shall exist at least one or more members of an older generation of the Founder's Family willing and able to act as Trustee(s), the Trustee(s) shall belong to the older generation and no Trustee(s) belonging to the next generation of the Founder's family shall be appointed as Trustee(s) unless all such members of the older generation of the Founder's family have either been appointed as Trustee(s) or are unwilling to act as Trustee(s) or are untraceable in spite of best bonafide attempts made to trace such member(s) of the Founder's family.

(e) **Trustees in succession to the first Trustees:**

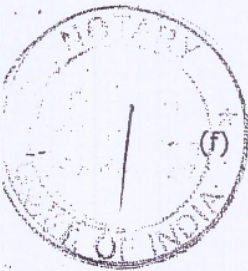
(1) The Trustees belonging to the Founder's Family shall hold office for life.

(2) The Trustees who are not persons belonging to the Founder's family shall hold office for a term of three years, whereafter they shall cease to hold office as Trustees, unless reappointed in accordance with the provisions of the Trust.

(f) **Resignation of Trustees:**

(1) Subject to Clause 10(f) (2) hereof below, a Trustee shall be entitled to resign from the position of Trustee by giving

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For SHIV NADAR TRUST

one month notice in writing to the other Trustees for the time being.

(2) A sole Trustee of the Trust shall not be entitled to resign from the position of Trustee unless such Trustee shall have appointed other Trustee(s) in accordance with the provisions of Clause 10, and if that shall for any reason be not possible, then unless the Trust property is vested in accordance with the provisions of Clause 10 (c) (3) hereof.

11. **Power of the Managing Trustees :**

- (i) The Managing Trustee may be permitted to exercise all or any of the following powers:
 - (a) To appoint sub-committee or sub-committee(s) for the management of any School, College, University, deemed University or other institution(s) or undertaking of the **Trust**, and such sub-committee(s) shall act in accordance with the directions and powers given to them by the Managing Trustee in writing.
 - (b) To make, alter, rescind any rules and regulations for the effective management and administration of the **Trust** or any institution(s) or undertaking of the **Trust**.
 - (c) To receive for the objects of the Trust donations, contributions, endowments, grants and legacies from individuals, charities, other trust funds and institutions, the University Grant Commission and Governments (State or Central) and the bodies or authorities through whom they disburse their funds, on such terms and conditions as may be accepted by the Managing Trustee.
 - (d) To apply the whole or any part of the **Trust Property** or **Trust Fund**, whether capital or income, towards payment of expenses of the **Trust** or towards all or any of the purposes of the **Trust**.
 - (e) To purchase or acquire by any means any land or building or property, movable or immovable for the **Trust**, and to delegate such power to such person(s) and for such purpose(s) as the Managing Trustee shall deem necessary.
 - (f) To develop, build or cause to be developed or built and to sell, transfer or gift or exchange or lease or hire or license or

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For SHIV NADAR TRUST

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ANNEXURE

otherwise alienate any land, building and movable and immovable property of every description belonging to the **Trust**.

- (g) To enter into contracts on behalf of the Trust and to rescind them.
- (h) To appoint, terminate, suspend or otherwise deal with the staff and employees of the **Trust** and any of its Schools, Colleges, universities, deemed universities or institutions.
- (i) To directly or indirectly construct new building(s) or structure(s) or rebuild, improve, enlarge or add to all or any one or more of the buildings of structure forming part of the **Trust Property** by application of the **Trust Fund** or otherwise under any agreement or arrangements either for the use of the **Trust** or generate income for application towards achieving the objects of the **Trust** or any of them.
- (j) To add, modify, close or replace any existing institution or center belonging to the **Trust**.
- (k) To incur all necessary expenses in connection with the **Trust** and its management and activities.
- (l) To do all acts, deeds and things as may be necessary for carrying out all or any of the objects and activities of the **Trust**.
- (m) To delegate any powers in respect of the administration of the **Trust** and the Schools, Colleges universities, deemed universities and institutions belonging to or run by the **Trust**, to such person or body and to such extent and in such manner as the Managing Trustee shall think fit
- (n) To dissolve or wind up the **Trust** and to distribute the **Trust Property/Trust Fund** in accordance with the provisions of **Clause 7** hereof.
- (ii) So long as Mr. Shiv Nadar, Mrs. Kiran Nadar, and Mrs. Roshni Nadar Malhotra shall be the Managing Trustees they shall exercise all of the specified powers in Clause 11(i) hereof as Managing Trustees, in addition to the powers conferred on them or any of them as Trustees or otherwise elsewhere in these presents.



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Kaminder

Kaminder

Kaminder

Roshni Nadar

For SHIV NADAR TRUST
Shiv Nadar

- (iii) All other Managing Trustees shall exercise such of the powers specified in Clause 11(i) hereof as may be delegated to them by the Trustees from time to time in accordance with these presents provided that except for the powers vested in, Mr. Shiv Nadar, Mrs. Kiran Nadar and Mrs. Roshni Nadar Malhotra in their capacity as Managing Trustee, no other Managing Trustee may be delegated or vested with the power to sell, transfer, gift, exchange or otherwise alienate any land, building or other immovable property belonging to the Trust or to dissolve or wind up the **Trust**.

12. Powers of Board of Trustees:

- (i) The Board of Trustees shall have and exercise the following powers:
- (a) To open accounts in any Scheduled Banks and operate the same in the name of the Trust and such bank accounts may be operated by the Managing Trustee and or by such **Trustees** or other person(s) nominated for the purpose by the Managing Trustee or by the Board of Trustees.
 - (b) To apply the **Trust Funds** in such manner as deemed fit and proper for achieving the objects of the Trust.
 - (c) To authorize receipt of, receive, collect and enforce recovery of all monies due or payable to the **Trust** and grant necessary receipts and discharge thereof.
 - (d) To appoint any person to receive notice and to appear before courts, tribunals, public offices, and judicial and quasi-judicial authorities of all kinds on behalf of the **Trust**.
 - e) To appoint any person to prosecute and defend all suits and other legal proceedings for or against the **Trust** and to appoint and remove lawyers for the purpose.

ATTESTED TO BE TRUE COPY To organize and establish printing press and print and publish all and whatsoever is required to be printed or published to achieve the objects of the **Trust**.



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SHIV NADAR TRUST

- g) To invest the funds of the **Trust** in any security only in accordance with the provision of Section 13(1)(d) read with Section 11(5) of the Income Tax Act, 1961.
- h) To consider such of the matters, as may be referred to the Board of Trustees from to time to time, by the Managing Trustee.
- i) To apply for and obtain grants or loans from Government or other person or authority for the purpose of the **Trust** on such terms and conditions as the **Trustees** may think fit in regard to security and interest and shall for this purpose, be entitled to execute, or authorize anybody to execute such mortgage or charges or other security on or over the **Trust Property** or any part thereof as may be necessary to secure such loan.
- j) To appoint a Managing Trustee (after Mr. Shiv Nadar, Mrs. Kiran Nadar and Mrs. Roshni Nadar Malhotra shall have ceased to be Managing Trustee) in accordance with the provisions of the **Trust** and to delegate to such Managing Trustee such of the powers of the Managing Trustee as are capable of delegation under Clause 11(iii) hereof.
- k) In the absence of a Managing Trustee appointed under Sub-Clause (j) above or in the absence of the delegation of powers to the Managing Trustee under Sub-Clause (j) above, to exercise such of the powers of the Managing Trustee under Clause 11(i) hereof as have not been delegated to the Managing Trustee under Clause 11(iii) hereof.
- ii) The Board of Trustees shall act through resolution passed at a properly summoned and constituted meeting of the Board of Trustees. For a resolution to be passed at a meeting of the Board of Trustees (A) a written notice of the meeting shall have been given to all the Trustees for the time being; (B) The resolution shall have been passed unanimously or by a majority of the **Trustees** present; and (C) As long as Mr. Shiv Nadar, Mrs. Kiran Nadar or Mrs. Roshni Nadar Malhotra shall be the Managing Trustee, such Managing Trustee shall have signed the Minutes of the Meeting recording his/her approval of the resolution, and thereafter, as

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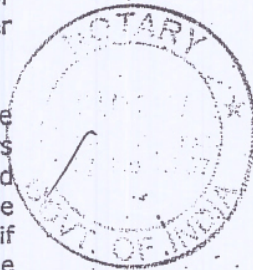
For SHIV NADAR TRUST

long as there shall exist **Trustees** who are members of the **Founder's** Family they shall have signed the minutes of the meeting recording their approval of the resolution.

iii) Notwithstanding anything stated in this Trust Deed, except for the powers vested in Mr. Shiv Nadar, Mrs. Kiran Nadar and Mrs. Roshni Nadar Malhotra acting in their capacity as Managing **Trustee**, the Board of Trustees shall not have the power to sell, transfer, exchange or otherwise alienate any land, building or other immovable property belonging to the **Trust** or to dissolve or wind up the **Trust** except pursuant to the provisions of Clause 7 hereof.

13. The Managing Trustee and other **Trustees** may reimburse himself or themselves or pay or disburse out of the **Trust Fund** all expenses properly incurred by him or them, in the execution of the **Trust** and in discharge of duties imposed on him or them under this **Trust**.
14. The income and funds of the **Trust** will be solely utilized towards its objects and no portion of it will be utilized for payment to **Trustees** by way of profit, interest, dividends or the like.
15. No act or proceedings of the Board of Trustees or of the Managing Trustee shall be deemed to be invalid by reason only of a defect in the appointment or constitution of the Board of Trustees or any member thereof, on the ground that any member of the Board of Trustees was not entitled to hold or continue in office by reason of any irregularities in his appointment or by reason of such act having been done or proceeding taken during the period of vacancy in the office of the Managing Trustee or any other **Trustee**.

Provided that as long as there shall exist Trustees who are members of the Founder's family, all Trustees who are members of the Founder's family shall have approved in writing the act and proceedings of the Board of Trustees or of the Managing Trustee sought to be validated by virtue of provisions of this clause, and if there shall not at any time exist Trustees who are members of the Founder's family, all the Trustees for the time being shall have approved in writing the act and proceedings of the Board of Trustees sought to be validated by virtue of the provisions of this Clause.



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16. (a) All the meetings of the **Trustees** shall be presided over by the Managing Trustee. So long as Mr. Shiv Nadar, Mrs. Kiran Nadar, or Mrs. Roshni Nadar Malhotra are the Managing Trustee(s), such Managing Trustee shall have the power to nominate a **Trustee** who shall preside over the meetings in their absence. Subject thereto and / or failing such nomination, the **Trustees** present at a meeting shall vote to elect one amongst themselves to preside over the meeting, provided that so long as there shall exist a **Trustee** who is the member of the **Founder's** Family, such **Trustee** shall preside over the meeting and if there is more than one such Trustee, then a **Trustee** among the **Trustees** of the **Founder's** Family shall be elected to preside over the meeting in the absence of the Managing Trustee.

(b) So long as there shall exist a **Trustee** who is a member of the **Founder's** Family, the presence of such **Trustee** shall be necessary to form a quorum for a meeting of the Board of **Trustees**. So long as there shall exist two **Trustees** who are members of the **Founder's** Family, the presence of both of them shall be necessary to form a quorum for a meeting of the Board of **Trustees**. If there shall be more than two **Trustees** who are members of the **Founder's** Family, the presence of the majority of such **Trustees** shall be necessary to form a quorum for a meeting of the Board of **Trustees**. Any meeting of the **Trustees** without a quorum as aforesaid shall be void and all actions thereat shall be void.

17. **Minutes, Accounts & Audit:-**

The **Trustees** shall maintain true and correct accounts of the Trust and a correct record of their deliberations signed by the **Trustees** present at the meeting. The **Trustees** shall get the accounts of the **Trust** duly audited by a Chartered Accountant. The accounts shall be closed on 31st March of each year.

18. **Special powers of the Founder of the Trust:-**

The **Founder** of the **Trust** during her life time and after life time of the **Founder**, his spouse Mrs. Kiran Nadar as long as she is Managing Trustee, and thereafter her daughter Mrs. Roshni Nadar Malhotra shall have the power to add to, alter or amend in any manner any provision(s) of the Trust Deed. Thereafter, the **Trustee(s)** of the **Founder's** Family acting unanimously shall have the power to add to or alter any provision(s) of the Trust Deed, provided that such addition or alteration will be carried out

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SUMAN, Advocate
NOTARY PUBLIC



only with the approval of the Commissioner/Director of Income Tax (Exemption) or other authority concerned with exempting the income of the Trust from Income Tax, as the case may be.

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

20. The Trust hereby created is irrevocable.

IN WITNESS WHEREOF the Founder and the Trustees have duly executed this Deed of Trust on the day, month and year first above written.

SIGNED AND DELIVERED by the above-named Shiv Nadar in his capacity as Founder

Shiv Nadar
(SHIV NADAR)

SIGNED AND DELIVERED by the above-named Shiv Nadar in his capacity as Trustee

Shiv Nadar
(SHIV NADAR)

SIGNED AND DELIVERED by the above-named Kiran Nadar as Trustee

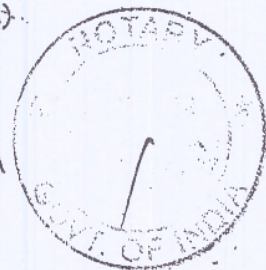
Kiran Nadar
(KIRAN NADAR)

SIGNED AND DELIVERED by the above-name Roshni Nadar Malhotra as Trustee

Roshni Nadar
(ROSHNI NADAR MALHOTRA)

SIGNED AND DELIVERED by the above-name Shikhar Neelkamal Malhotra as Trustee

Shikhar Neelkamal Malhotra
(SHIKHAR NEELKAMAL MALHOTRA)



in the presence of :

Bans D.No. 10806204/2010

1. PAWAN K. DANWAR
3/0 Lote Sh. Cropt RAM
17A, DHANVA APTS, SECTOR-13, ROHINI,
DELHI-85

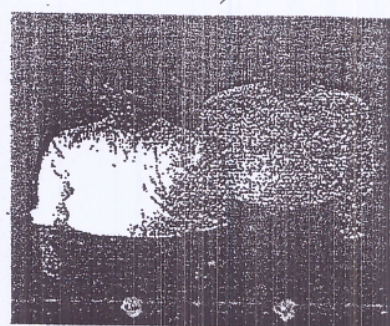
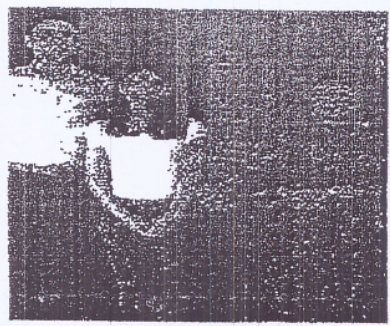
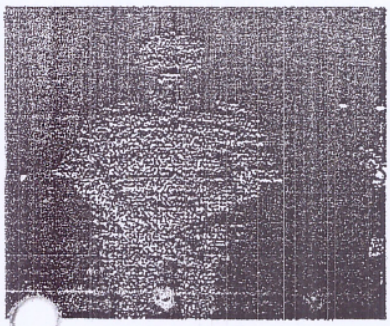
Bans

2. ATTESTED TO BE TRUE COPY

Shikhar Neelkamal Malhotra

Shikhar Neelkamal Malhotra

Reg. No. 714 Reg. Year 2011-2012 Book No. 4



Ist Party

न्यासकर्ता

IInd Party

न्यासी

Witness

गवाह

Ist Party

IInd Party

Party न्यासकर्ता :- Shiv Nadar

Party न्यासी :- Shiv Nadar, Kiran Nadar, Roshni Nadar Malhotra, Shikhar Neelkamal Malhotra

Witness गवाह Pawan K Danwar, Sunil K Shrivastava

Certificate (Section 60)

Registration No.714 in Book No.4 Vol No 1,452
1 page 121 to 136 on this date 03/08/2011
and left thumb impressions has/have been taken in my presence.

day Wednesday
Sub Registrar
Sub Registrar VII
New Delhi/Delhi

[Signature]
For SHIV NADAR TRUST
Authorised Signatory

ATTESTED TO BE TRUE COPY

