

TRUST DEED

THIS DEED OF TRUST made this 15th day of Oct. 1999 betwen Shri sudhir Agarwal S/o Late Shri Kunj Behari Lal residing at KD 48, Kavi Nagar, Ghaziabad (U.P.) hereinafter called "THE SETTLON" (which expression shall unless excluded by or repugnant to the context be deemed to include his successors, administrators and representatives) of the ONE PART:

- (1) Shri Sudhir Agarwal as aforesaid.
- (2) Smt. Meena Agarwal, W/o Shri Sudhir Agarwal Residing at KD-48, Kavi Nagar, Ghaziabad
- (3) Mr. Nimish Agarwai, 5/o Shri Sudhir Agarwai Hesiding at KD-48, Kavi Nagar, Ghaziabad
- (4) Km. Smita Agarwal, D/o of Shri Suhir Agarwal Residing at KU-48, Kavi Nagar, Ghazlabad

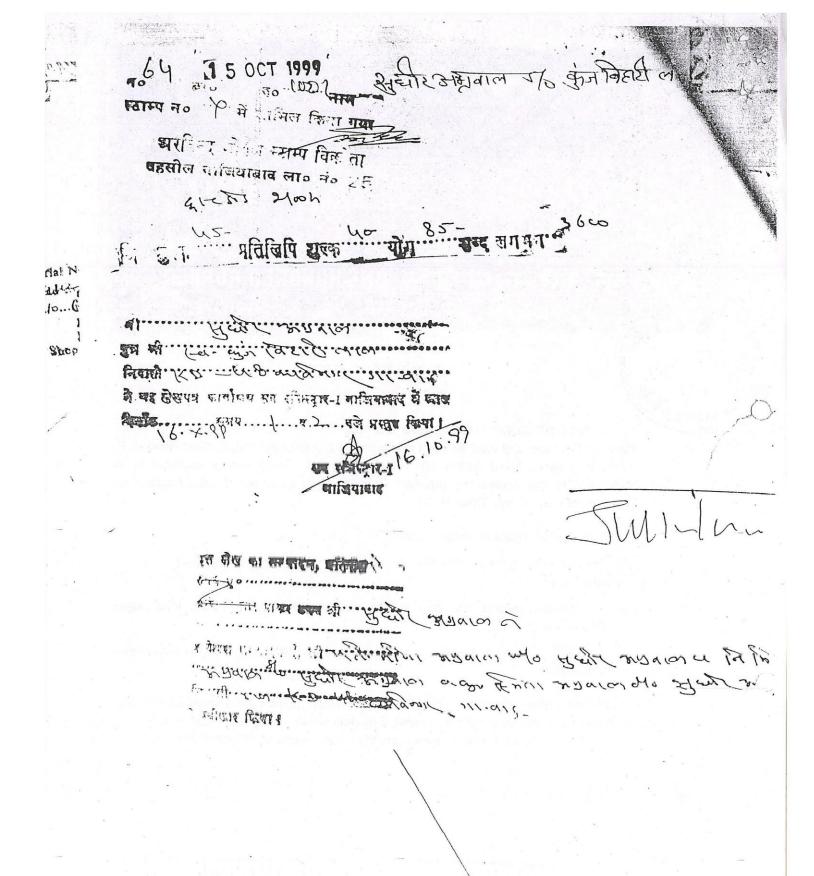
hereinafter jointly referred to as "THE TRUSTEES" (which expression shall unless excluded by or repugnant to the context to be deemed to include the Trustee or Trustees for the time being all these presents and their successors in office) of the other part.

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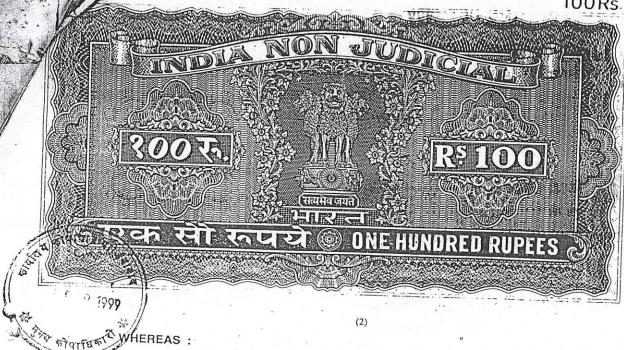
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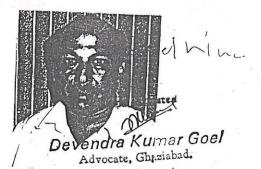


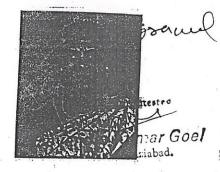
- The SETTLOR is desirous of establishing a Fund for Public (a) Charitable Objects.
- Shri Sudhir Agarwal shall be the Chairman & Mahaging Trustee (b) for whole life.
- The Managing Trustee and the Trustees have at the request of (c) said Settlor agreed to act as the Managing Trustee and the Trustees.

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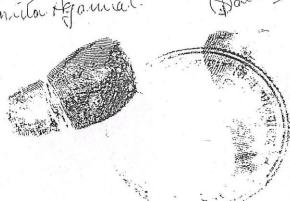
धरविन्द गोगल स्टाम विक ता बहसीय मार्गिकाबाद ला० नं० 25

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डपराच्या माण हु में मिशानी असुडा नियमानुसार किए गय जा देखने के बले वर्षण होते हैं।

ग्याध्मद्धवी निशंपन विशिष्टी



(3)

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1. In order to effectuate the said desire the SETTLOR has made over to the Board of Trustees a sum of Rs. 2100/- (RUPEES TWO THOUSAND ONE HUNDRED) only to hold the same together with all other propertiese that may be acquired out of the same or otherwise and may hereafter be subject to the Trust (hereinafter referred to as The Trust Fund) for the objects and purposes hereinafter expressed with the powers and on the terms and conditions herein contained concerning the same.
- 2. The name of the Trust shall be "KUNJ BEHARI LAL CHARTIABLE TRUST".

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Advocate, Ghaziated.

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- 3. The objects for which the TRUST FUND is established are relief of the poor, (4) education, medical relief and the advancement of any other object of general public charity not involving the carrying on of any activity for profit.
 - To establish, maintain, and/or grant aid in each and/or kind to hospitals, (a) medical schools, medical colleges, nursing institutions, sanatoria, charitable and/or travelling dispensaries, after care clinics, maternity homes, and/or child welfare centres, orphanages, widows homes and/or outpost nursing homes and/or such other similar charitable institutions for the benefit and use of
- The establish, support, acquire, run and/or grant aid and other financial (b) assistance to schools, colleges, libraries, reading rooms, hostels, boarding houses, laboratories and other institutions of like nature at any place or places in the Indian Union for use of the students and the staff and also generally for the development and or advancement of education and diffsion of knowledge among the public in general.
- To establish, maintain and/or run stduentship, scholoarships and render other (c) kind of aid to indviduals including supply of medicines, books, stipends, medals and other incentives to study without any distinction of caste, colour
- To grant aid, promote, establish, support and/or maintain Institutions for the (d) promotion of science, Literature, Music, Drama and Fine Arts, and for the diffusion of useful knowledge through schools, colleges, laboratories, reading rooms, Ilbraries research and other instititions having the similar objects of the benefit of the public in general.
- To establish and/or grant aid and or assistance in any form for the (e) establishment and maintainance of parks, gardens, gymnasiums and sports institutions, tuhewells, wells and water works for supply of drinking water, roads and gutturo and for the constructions of and/or repairs of the same for the use of public in general.
- (f) To establish, maintain and grant aid to homes, orphanages or other establishments for relief and help to the poor and desitute people, orphans and windows.

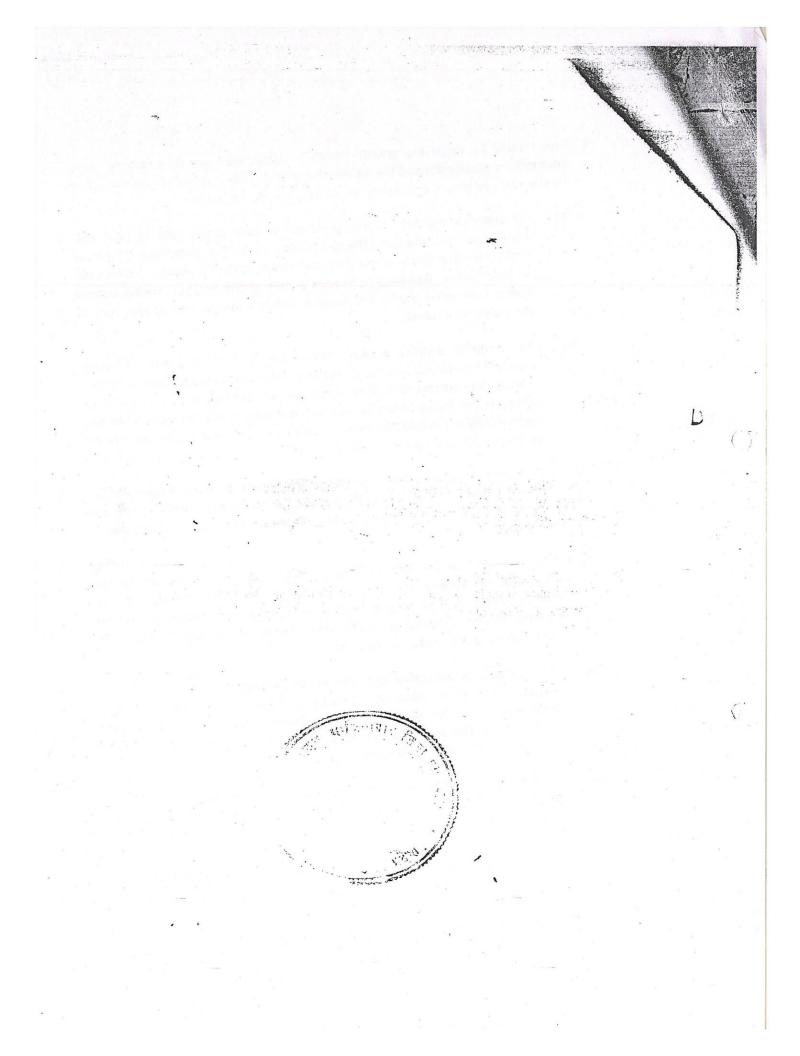
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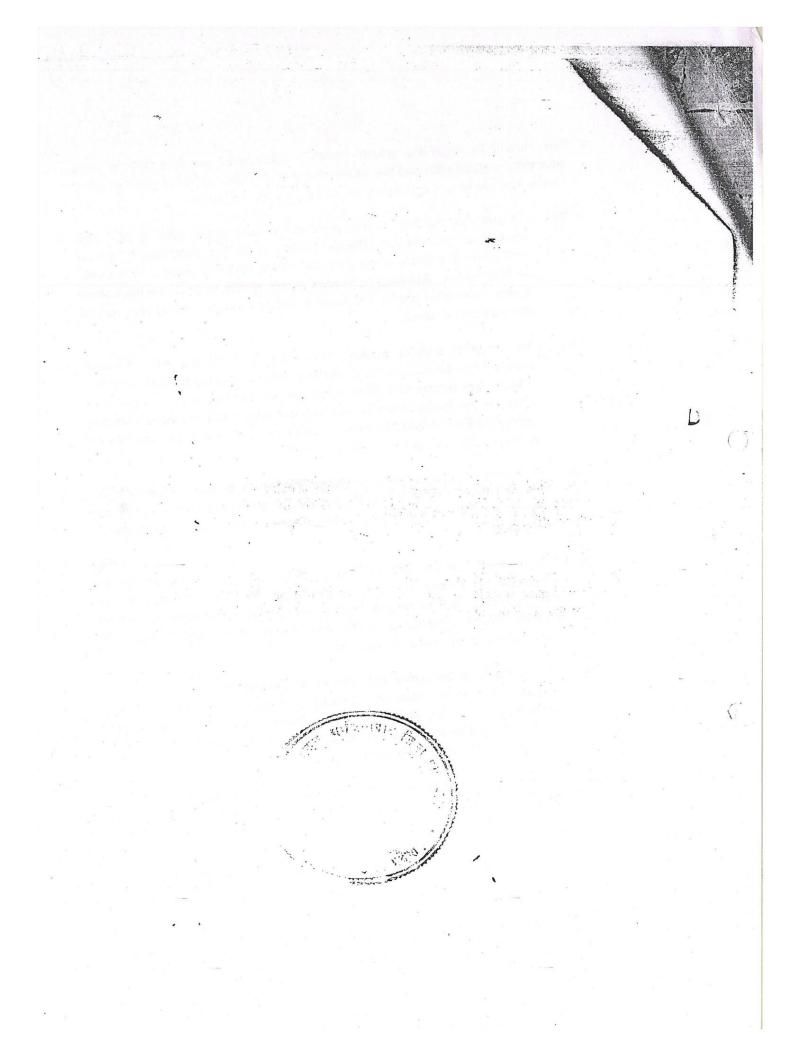
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- (h) To establish, maintain, run and/or grant aid and other assistance ot building of congregation and/or community halls for the benefit of th masses in
- To provide help to the destitute, the physically handicapped people and the (i) poor, without any distinction of caste, colour or creed.
- To grant refief during natural calamities, such as maine, earth quake, flood, fire, pestilence and other occasions of calamities of similar nature and to give donations, subscriptions or contributions to institutions, establishments, or persons doing such relief work.
- (k) . To render assistance and/or grant ald to recognised public charitable Trusts or institutions
- (1) To establish and maintain Dharmashalas, Rest Houses, Poor Hosues or any other such charitable institutions for the benefit of all classes at any suitable
- (m) To do any other act for the advancement of general public utitlity not involving the carrying on of any activity for profit without distinction of caste, colour or creed.
- 4. The TRUSTEE SHALL cause true and accounts to be kept of all moneys received and of all matters in respect thereof in course of managment of trust properties or in rolation to the carrying out of the objects and purposes of the Trust as well as of all assests, credits and effects of the Trust properties.
- 5. For the furtherance of the objects of the Trust and in accordance with the provisions of the Income tax acts, the investment or use of Trust Funds for the time being in force, the TRUSTEES will-have the following powers :-

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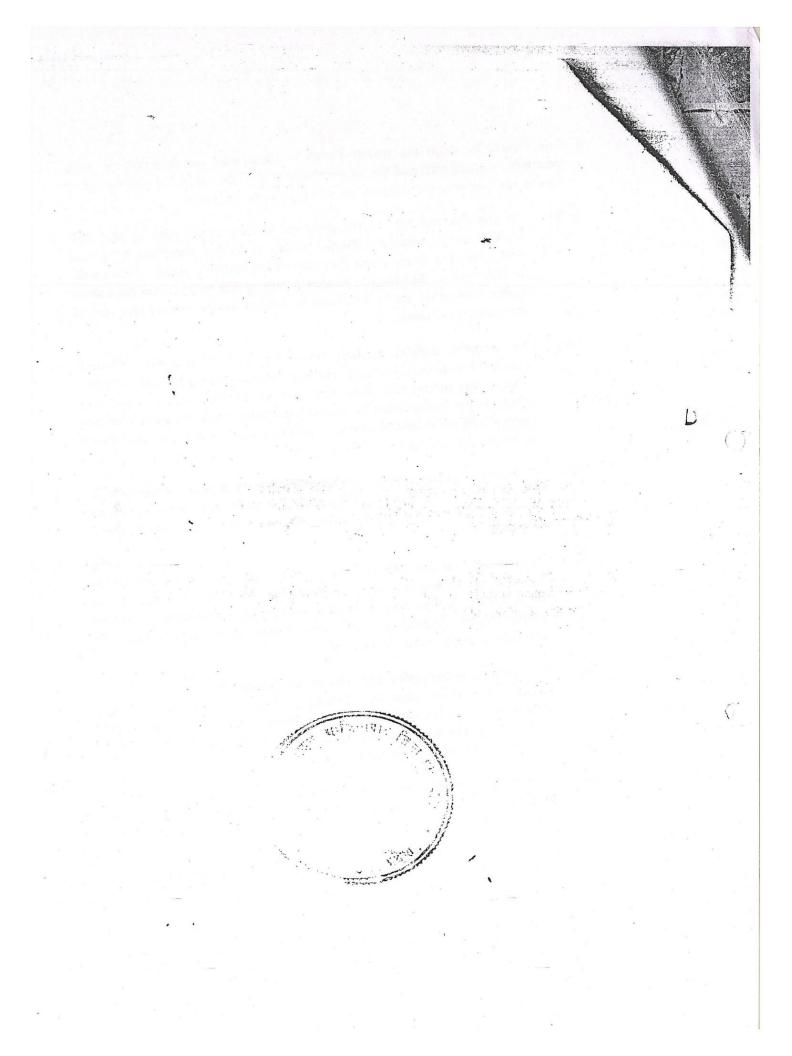




- To accept any donation, contribution, grant or subscription in cash or in kind (a) from any person, body of pesons or Trust.
- To apply the whole or part of the income of the TRUST FUNDS or (b) accumularion therefore or whole or part of the corpus of the TRUST FUNDS on any one or more of the objects of the Trust as the TRUSTEES may in their discretioni from time to time determine.
- To convent and deal with the Trust property and/or to carry the investment (c) for the time being.
- (d) To invest and keep invested the TRUST FUND either in the purchases of mortgage of immovable property or in shares, stock or debentures or other securities and investments or in deposits with or loans to any company, bank or any other persons, and to alter, vary or transpose such investments from time to time at the discretion of the Trustees.
- To borrow or raise or secure payments of money and also to lend money (e) either with or without security.
- (f) To sell, dispose of, alienate or otherwise deal with any property comprising the Trust Fund.
- To let out, demise any immovable property comprised in the TRUST FUND (g) for such period and at such rent, as the TRUSTEES may in their discretion think fit.
- (h) To open account with any bank or banks, to operate such account to give instructions to the bank and to provide for opening and operation of such account by the TRUSTEES or by an agent appointed by the TRUSTEES.
- To adjust, settle, compromise, compound, refer to arbitration all sections, (i) suits, claims, demands and proceedings regarding the TRUST FUND.
- To appoint Constituted Attorneys or Agonto and to delegate to such Allorneys (i) or Agents all or any of the power vested in them under these presents and from time to time remove such Attorneys or Agents and to appoint anothers in his or their place.

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(K) To appoint or make provision for the appointment of any person (inlcuding all or any of the TRUSTEES as Committee aor administration or Managing Trustee or Trustees or otherwise) for the purpose of the Trust in such manner and subject to such rules and regulations as the TRUSTEES may prescribe and also to appoint or provide for the appointment of separate Trustees to hold any property or any Fund or investments subject of the provisions of

this deed in such manner and subject to such rules and regulations as the

(I) · To make, vary, alter of modify schemes, rules and regulations for carrying out the objects of the Trust and for the managment of the affairs there of and of running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.

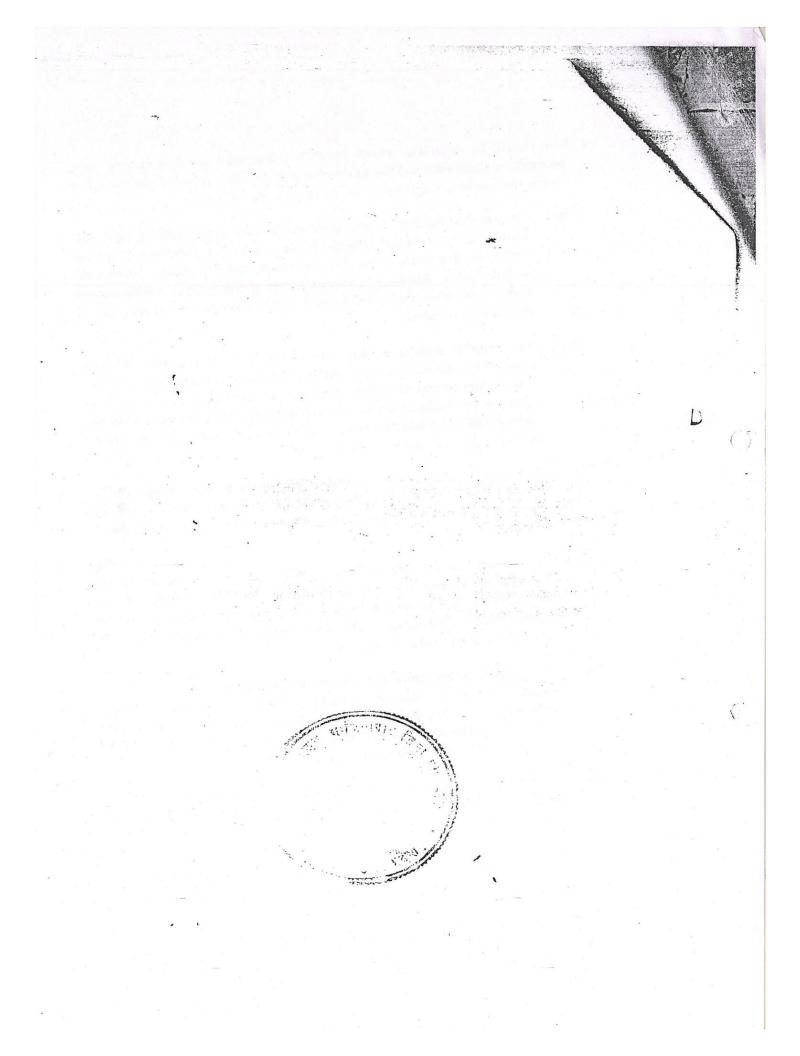
TRUSTEES may from time to tme think fit.

- To start, abolish, discontinue and restart any charity or charitable institution (m) for the benefit of general public and to impose any condition of any subscription or donaiton by them.
- To set apart the whole or part of the income of the corpus of the TRUST (n) FUND or part thereof for any of objects of the Trusts.
- (0) To joint, co-operate or amalgamate this Trust with other or others having similar or allied objects upon such terms and conditions as the TRUSTEES may in their discretion think fit particularly having regards to and in conformity with the objects and nature of this Trust.
- Committee of the contract of t (p) To apply to the Government, public bodies, urban local, Municiapal, district and other bodies, corporations, companies or persons for and to accept grant of money and of land donations, gifts, subscriptions, and other aassistance with the view to promoting the objects of the Trust and to discuse and negotiate with the Government Departments, public and othe rbodies, corporatiosn, companies or persons, scheme and other work and matter within the object of the Trust and to conform to any proper conditions upon which such grants and other payments may be made.
- (q) To take over, acquire, manage, control or aid any existing institution or institutions having objects either wholly or in part similar to the objects of this Trust and on such terms and conditiosn as may be thought expedient.

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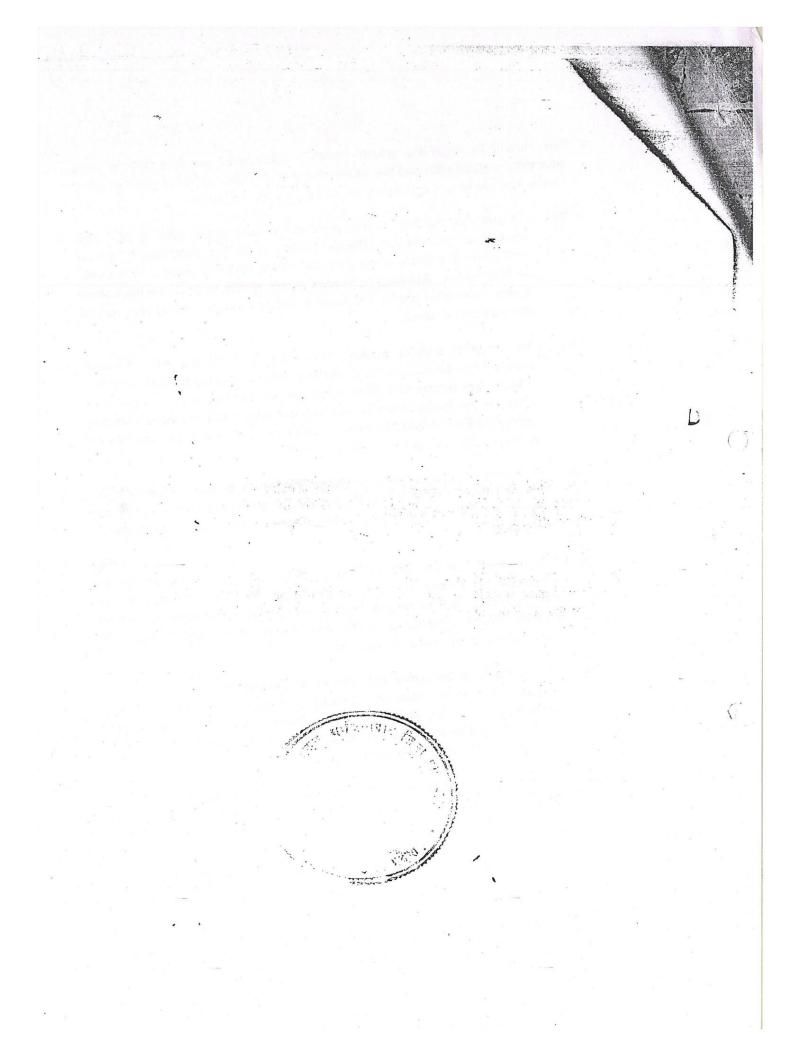
- (r) To purchase or otherwise acquire and undertake all or part of the property, assets, liabilities and engagements of any one or more of the Trusts, societies, institutions or associations with which this Trust is authorised to amalgamate.
- (s) To transfer all of any part of the property, asset, liabilities and engagements of this Trust to any one or more of the Trust, Socieities, insitutions or associations with which this Trust is authorised to emalgamate.
- (t) It shall be lawful for the Trustees of these presents at any time if they so desire to transfer and hand over the Trust Funds in their possession or control to any other society, corporation, Institution, Trust or Organisation on such terms and conditions as TRUSTEES shall in their absolute discretion think fit and proper to the powers, provsions, agreements and declarations, appearing and containing in these presents subject to such modifications as may be necessary and consequent to the transfer of the Trust Funds to such society, organisation, coporation or Insituttion and on the said society becoming the TRUSTEES of these presents the TRUSTEES for the time being of these presents shall become discharged from the Trust hereof relating to such Trust Funds or properties which may be transferred or conveyed as aforesaid.
- 6. It shall be lawful for the TRUSTEES to give aid by way of donations out of the income or the corpus of the TRUST FUND or otherwise to different charitable institutions, socieities, organisations, or trusts in India which may have been obtablished or which may hereafter be established or like charitbale purposes mentioned in these presents or any of them to enable such institutions, socieities, organisations or trusts to star, maintain or carry out such charitable objects as are mentioned in these presents or any of them.
- 7. The Trustees Shall have the power at their uncontrolled discretion instead of acting personally to employ and pay any agent (including any Bank) to transact any business or to do any act whatsoever in relation to the trusts of these presents including the receipt and payment of moneys without being liable for loss and shall eb entitled to be allowed and paid all charges and expenses incurred thereby.
- 8. It shall be lawful for the TRUSTEES to borrow moneys either on the security of any property comprised in the TRUST FUND or otherwise for all or any of the

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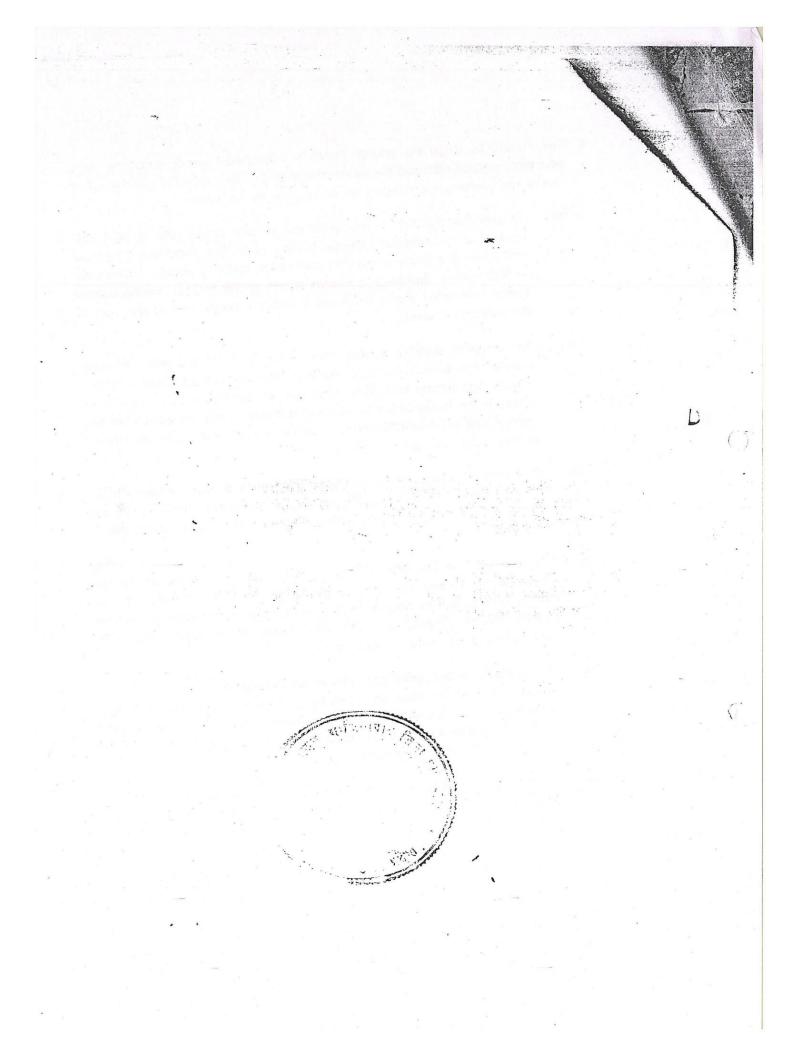
purposes of these presents and it shall be lawful for the TRUSTEES to make such borrowing on payment of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.

- 9. The TRUSTEES shall be chargebable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts of commission of the other Trustee nor of any banker or other person with whom the Trust/Properties or any securites may have been deposited or kept.
- 10. The receipt of a person authorised by the TRUSTEES or a resolution of the Board of Trustees, for any money paid or any property transferred or delivered to the TRUSTEES in execution of any of the power thereof or for purchase moneys or any property authoriesed to be sold shall effectrually discharge any person so paying transferring or delivering.
- 11. The Trustees will not be entitled to receive any remuneration as TRUSTEES but may reimburse themselves of all expenses actually incurred by them in connoction with Trust of their duties relating thereto.
- 12. The number of TRUSTEES shall not be less than four and more than eleven. If the number of TRUSTEES shall fall below four, the TRUSTEES shall not except for purpose of filling any vacancy act so long as the number is below the said minimum.
- 13. The first Trustees shall be the persons hereinafter named :
- Shri Sudhir Agarwal Chalrman and Managing Trustee. (1)
- (2)Smt. Meena Agarwal, Trustee
- (3)Shri Nimish Agarwal, Trustee
- (4)Km. Smita Agarwal, Trustee
- 14. The TRUSTEES for the time being will be at liberty to appoint additional Trustees within the number mentioned above for such period or on such terms as to retirement and reappointment as the TRUSTEES for the time being consider proper. The

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MANAGING TRUSTEE appointed by these presents will be for life. If any Trustee dies, retires, become unifit or incabable to act the continuing or surviving Trustees will be competent to appoint a Trustee in place of the Trustee so dying, retiring or becoming unfit or incapable to act of her for otherwise a saforesaid. In the event of all the Trustees dying, then the person or persons nominated by such Trustees by will or deed shall act as Trustees. A person shall cease to be a Trustee (i) if he without leave or absence does not attend three consecutive meetings of teh TRUSTEES or for one Calendar year,i whichever is longer, or (ii) if he is requested to resign by 3/4th or as near thereto as possible, of the remaining Trustees.

15. Every Trustee will be at liberty to resign on giving one month's notice of his intention so to do.

MEETINGS:

- (i) A mooting of the Trustees to be called the Annual Meeting shall be held once a year. The Trustees shall also hold such other meetings as may, from time to time, be necessary for the transaction of business of the Trust.
- (ii) Question arising at any meeting shall be decided by a majority of votes and in case of any equiality of votes, the Chalrman shall have a second or casting vote.
- (iii) The quorum necessary for the transaction of the business of the Trust may be fixed by the Trustees, and unless so Fixed shall be three.
- (iv) The Chairman of the Trust shall take the chair in all Board Meetings. In case the Chairman be not present in any meeting, the trustees present shall choose one of their member to be chairman of such meeting.

16. MINUTES

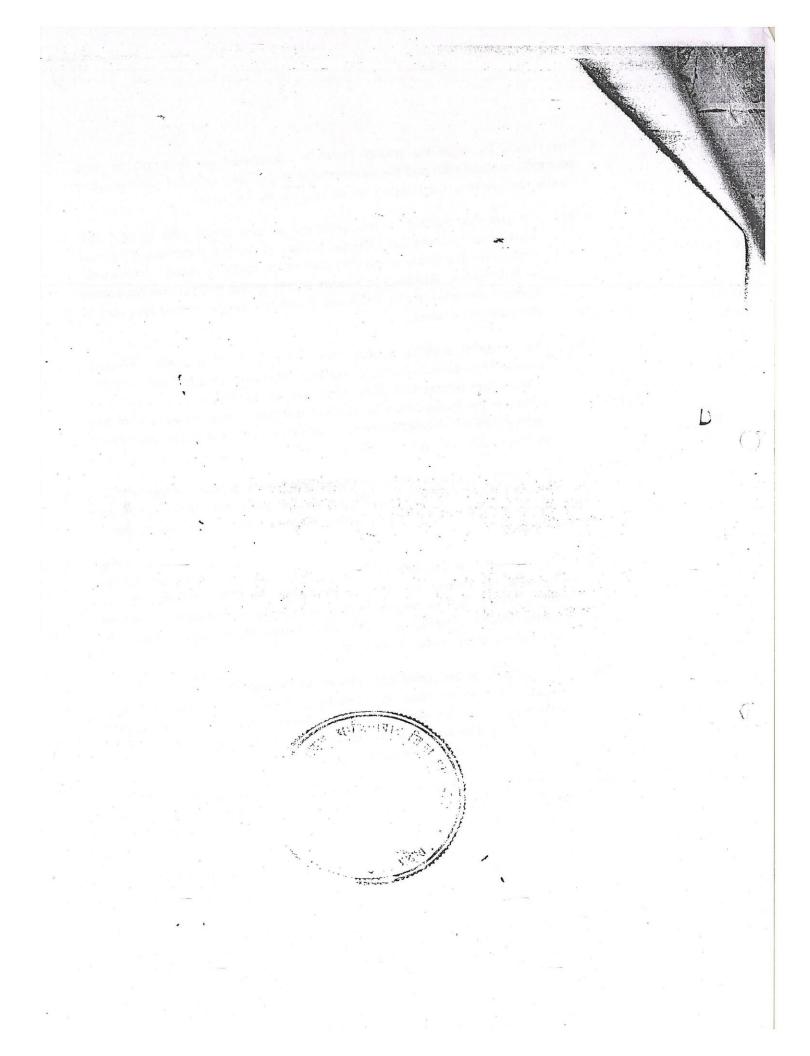
A minute book shall be provided and kept by the Trustees, Minutes of the entry into the office of every new Trustee and of all proceedings of the Trustees shall be entered in the Minute book and shall be signed by the Chairman of the meeting either on the conclusion thereof or at subsequent meeting when they are duly confirmed.

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17. CHAIRMAN

- (a) Shri Sudhir Agarwal, the 'Founder' of the Trust shall be the Chairman of the Board of Trustees and after his death or on his resignation or removal, the Senior most member of the Founder's family, from amongst the Trustees, shall be the Chairman, provided he is not a minor.
- (b) The management and work of the Trust shall be carried on by the Chairman of the Trust, subject to the control and supervision of the Board of Trustees.
- (c) Without prejudice to the general powers conferred by these presents but in the furtherance thereof it is hereby expressly declared that the Chairman of the Trust shall have the following powers:-
 - (i) To pay the cost, charges and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Trust.
 - (ii) To appoint and at his discretion remove, suspend such Manager, secretaries and other officers, clerks, agents and servants for the Trust or its institutions for permanent or temporary or special services as he may from time to time think fit, and to determine their powers and duties and fix their salaries, emoluments and to require security in such instance and to such amount, as he may think fit.
 - (iii) To institute, conduct, defend, compound, rofer to arbitration or abandon any legal proceedings by or against the trust or otherwise concerning the affairs of the Trust and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Trust and act on behalf of the Trust in all matters.
 - (iv) To refer any claims or demands by or against the Trust or to enter into any contract or agreement for reference to arbitrationi and observe and perform the awards.
 - (v) The make and give receipts and release and other discharge for money payable to the Trust and ofr the claims and demands of the Trust.

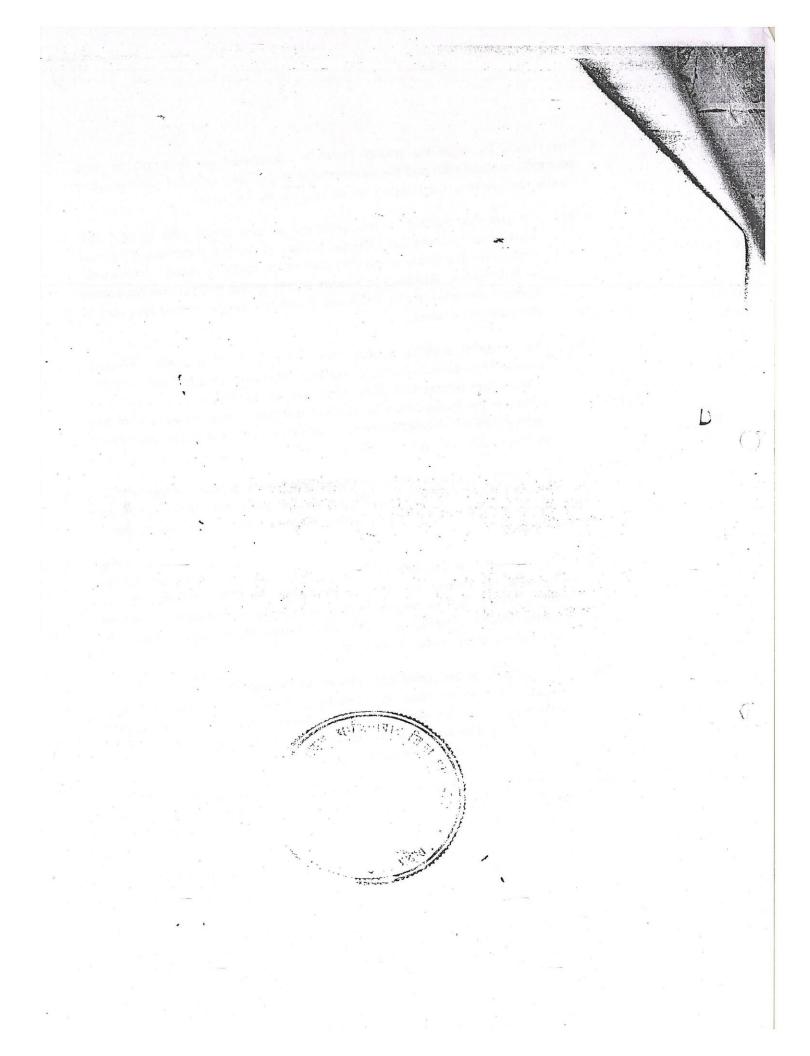
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- (vi) To invest and deal with any of the money of the Trust not immediately required for the purpose thereof upon such securities and in such manners as he may think fit and from time to time to vary of realise such investments.
- (vii) To enter into all such negotiations and contracts and execute and do all such acts, deeds and things in the name and on behalf of he Trust as he may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Trust.
- (viii) To raise or borrow any sums of money for and on behalf of the Trust from any bank, company or person, and may from time to time secure the payment of such money in such manner and upon such terms and conditions in all respects as he thinks fit.
- (ix) To purchase or otherwise acquire for the Trust any property, rights or privileges which the Trust is authorise to acquire at such price and generally on such terms and conditions as he thinks fit.
- (x) To appoint any persons to be the attorneys or agents of the Trust, with such powers and upon such terms as may be though fit.
- (xi) To open from time to time, account or accounts on behalf of the Trust with such bank or banks, as may be approved by him on such terms and conditions, as may be agreed upon by him an to operate form time to time and/or to give authority to such other persons as he may deem fit to operate such account or accounts.
- (d) The Chairman of the Trust shall at all times during the continuance in the office of Chairman have the right to delegate his powers to any of the remaining trustees.
- (e) That the Chairman shall have power from time to time to spend or make contributions or donations on behalf of the Trust to teh extent of one-tenth of the income of the Trust in every year for the purpose, consistent with the objects of the Tist mentioned herein before.

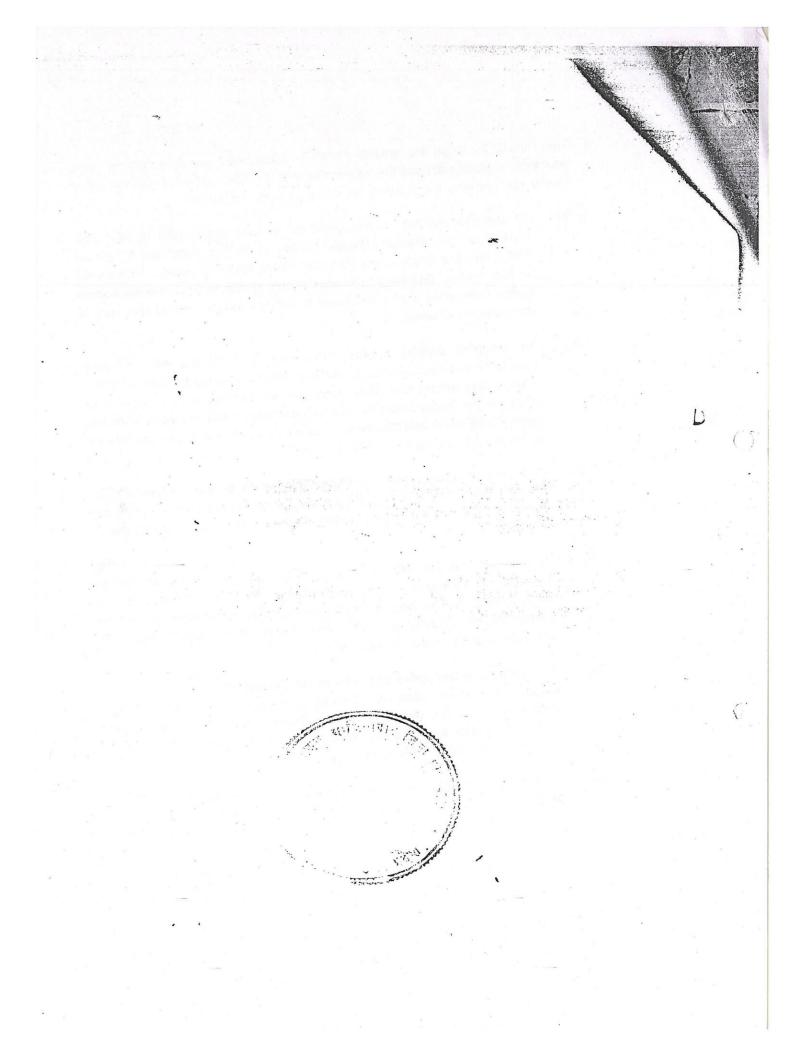
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18. ACCOUNTS & AUDIT

- (a) The Chairman shall cause true accounts to be kept of the assets and liabilities of the Trust and of all sums of money or property received and expended by the Trust and all matters in respect of which such receipts and expenditure take place.
- (b) A statement of accounts and a budget shall be made out in every year and passed by the Board of Trustees. The year of the Trust will be the financial year i.e. April to March, unless varied by teh Trustees.
- (c) Once atleast in every year the accounts of the Trust shall be examined and the correctness of the same certified by an auditor.
- 19. The Head Office of the Trust shall be situated in the Ghaziabad (U.P.) unless changed by the Trustees by two-thirds majority.

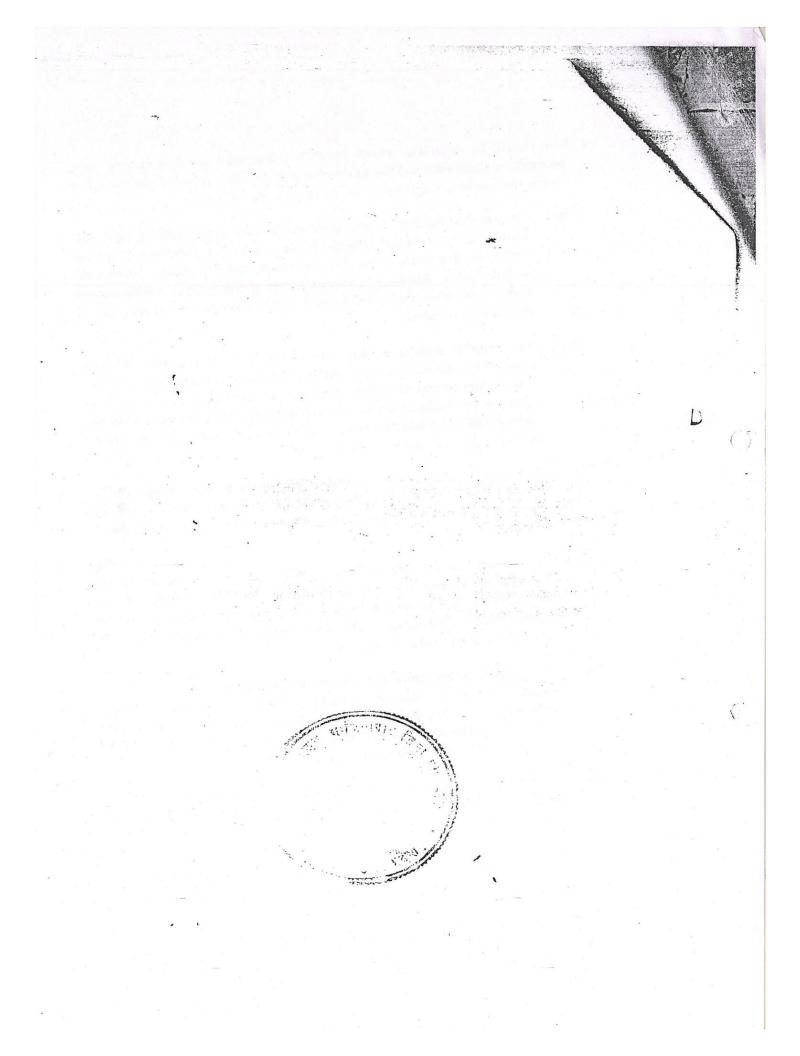
20. WINDING UP :

The Trustees shall have the power to wind up the business or any of them forming part of the Trust Estate and to start other business as they may think fit to the same end and intent with power to them also to invest from time to time the Trust Estate or any part thereof in the purchase of any immovable property or properties and to discpose off the same as and when the Trustees shall think fit and proper.

- 21. The Trust hereby created shall be irrevocable,
- 22. It is expressly declared that no part of the Trust property or its income or TRUST FUND shall be applied for any purpose outside India or fro any purpose which is not a public charitable purposes in law and all provisions hereof shall eb consrued accordingly.

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Ninish Agarwal Smita Agarwal.





IN WITNESS WHEREOF THE SETTOR has executed these presents on the day, month and year, first above wirtten.

SIGNED by the SETTLOR Shri Sudhir Agarwal.

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SIGNED BY THE TRUSTEES

1. Shuhlmu

2. Meena Agrawal
3. Nimish Agarwal
4. Suita Agarwal

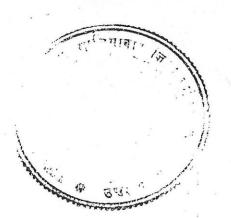
in the presence of:

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Witness: Duding

1. (Ram Sandilya) S/o Shri Krishan Kumar Sharma. R/o 40, Naya Ganj, Ghaziabad.

2. (Pawan Kumar Singhal) S/o Shri Shyam Lal Singhal R/o C-84, Lohia Nagar, Ghaziabad.





KUNJ BEHARI LAL CHARITABLE TRUST 65. A.G.C.R., ENCLAVE, DELHI-110092

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF TRUSTEES HELD ON THURSDAY THE 9TH DECEMBER 1999 AT 11.00 A.M. AT REGISTERED OFFICE.

"RESOLVED THAT the existing clause 5(d) of the Trust Deed of the Kunj Behari Lal Charitable Trust shall be substituted by new clause 5(d) as below:

"To invest and keep invested the Trust Fund in a scheduled bank and or Post Office savings bank and or invest in approved Government securities as mentioned in subsection (5) of section 11 of the Income Tax Act. 1961."

"FURTHER RESOLVED that existing clause No. 20 of the Trust Deed shall be deleted and existing clause number 21 and 22 shall be renumbered as 20 and 21 respectively."

All these amendments to the Trust Deed shall be operative and effective with immediate effect and it is also directed to prepare a supplement deed regarding the above changes."

For Kunj Behari Lal Charitable Trust.

(Sudhir Agarwal) Managing Trustee



SUPPLEMENT TRUST DEED

This Supplement Trust Deed made on this 18th day of December, 2002 between Shri Sudhir Agarwal S/o Late Shri Kunj Behari Lal residing at NE-43, Vavi Nagar, Ghaziabed (U.P.), hereinafter called "The Settler" (which expression shall unless excluded by or repugnant to the context, be exemted to include his successors, administrators and representatives) of the ONE PART;

Shri Sudhir Agarwal as aforesaid (2) Smt. Meena Agarwal W/o Shri Sudhir Agarwal, and (3) Shri Nimish Agarwal S/o Shri Sudhir Agarwal all residing at KD-48, Kavi Nagar, Ghaziabad (U.P.), hereinafter called "The Trustees" (which expression shall unless excluded by or repugnant to the context, be deemed to include his successors, administrators and representatives) of the SECOND PART; and

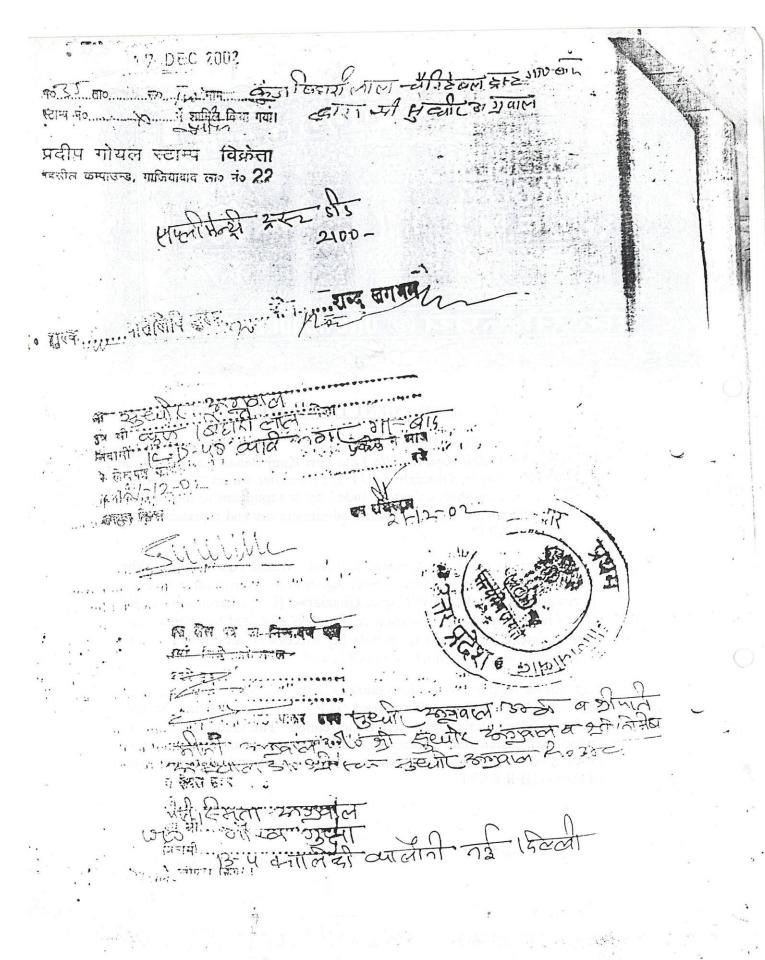
Smt. Smita Agarwal W.o Shri Gaurav Gupta D/o Shri Sudhir Agarwal R/o KD-48, Kavi Nagar, Ghaziabad (U.P.) at present residing at B-4, Kalindi Colony, New Delhi hereinafter called "The Outgoing Trustee" (which expression shall unless excluded by or repugnant to the context, be deemed to include his successors, administrators and representatives) of the OTHER PART.

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WHEREAS the Settlor had vide Trust Deed dated 15th October, 1999, had established a Fund for Public Charitable Objects in the name of "KUNI BEHARI LAL CHARITABLE TRUST" with a sum of Rs.2,100/- (Rupees Two Thousand One Hundred) as the initial Trust Fund and the said Trust Deed duly registered in the office of the Sub-Registrar I Ghaziabad in Book No.1 Volumme No. 721 at serial no. 1902 on pages 183 to 197 on 16.10.1999.

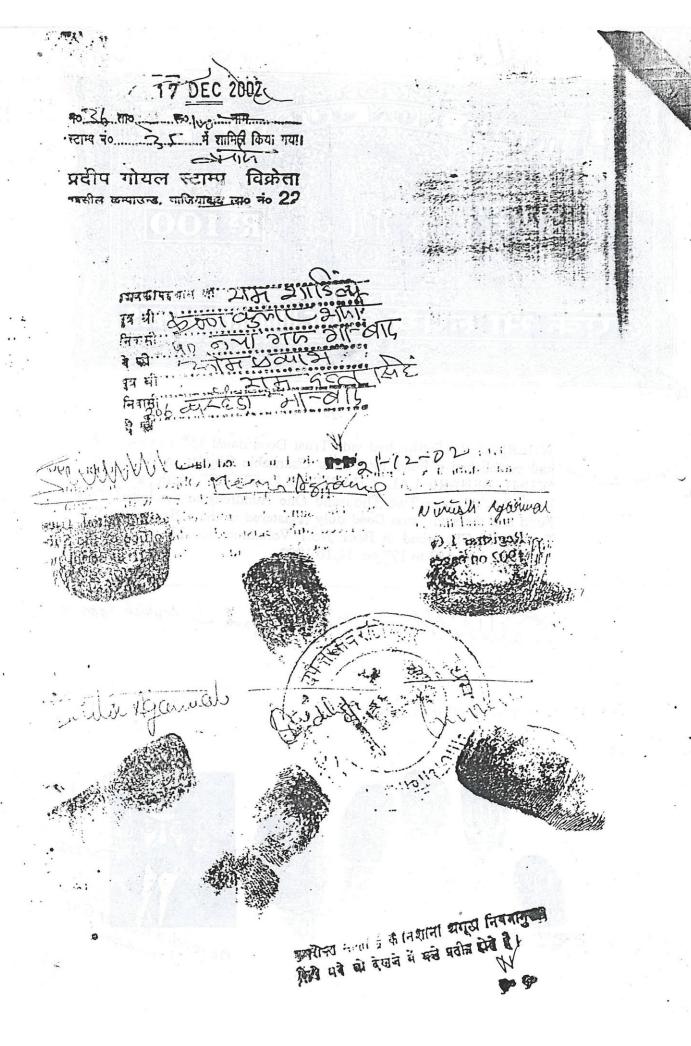
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And whereas as per the above said Trust Deed, Shri Sudhir Agarwal was appointed as the Chairman & Managing Trustee for whole life and Smt. Wienner garwal, Shri Nimish Agarwal and Km. Smita Agarwal (since married to Shri Gaurav Gupta) were appointed as Trustees of the Trust. And wirereas the Trustees had, vide Resolution passed in their meeting held on P December, 1999, decided to amend Clause 5(d) of the said Trust Deed, by replacing the existing clause with the new clause 5(d) as under:

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5(d) To invest and keep invested the Trust Fund in a Scheduled Bank and/or Post Office Savings Bank and or invest in approved Government Securities as mentioned in sub-section (5) of Section 11 of the Income Tax Act, 1961.

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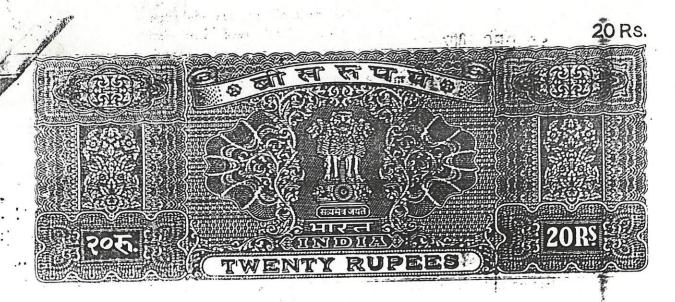
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And whereas the Trustees had also, vide Resolution passed in their meeting hold on 9th December, 1999, decided that Clause 20 of the said Trust Decided be deleted and the existing clause no. 21 and 22 be accommissed as 20 and 21 respectively.

held on 7th May, 2002, decided to amend Clause 12, 13, 14 and 15(iii) of the said Trust Deed, by replacing the existing clause with the new clause 12, 13, 14 and 15(iii) respectively as under:

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- 12. The number of TRUSTEES shall not be less than three and more than eleven. If the number of TRUSTEES shall fall below three, the remaining Trustees shall not except for purpose of filling any vacancy act so long as the number is below the said minimum.
- 13. The TRUSTEES shall be the persons hereinafter named:
 - i) Shri Sudhir Agarwal, Chairman and Managing Trustee
 - ii) Smt. Meena Agarwal, Trustee
 - iii) Shri Nimish Agarwal, Trustee.
- 14. The TRUSTEES for the time being will be at liberty to appoint additional Trustees within the number mentioned above for such period or on such terms as to retirement and reappointment as the TRUSTEES for the time being consider proper. The MANAGING TRUSTEE appointed by these presents will be for life. If any Trustee dies, retires, become unfit or incapable to act the continuing or surviving Trustee(s) will be competent to appoint a Trustee in place of the Trustee so dying, retiring or becoming unfit or incapable to act of her for otherwise as aforesaid. In the event of all Trustees dying, then the person or persons nominated by such Trustees by will or deed shall act as Trustees.

A person shall cease to be a Trustee (i) if he without leave or absence does not attend three consecutive meetings of the Trustees or for one Calendar Year, whichever is longer, or (ii) if he is requested to resign by 2/3rd or as near thereto as possible, of the remaining Trustees.

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15. (iii) The quorum necessary for the transaction of the business of the Trust may be fixed by the Trustees, and unless so fixed shall be two.

And whereas Smt. Smita Agarwal was not able to give sufficient time for the Trust work and hence she had vide her letter dated 1 May, 2001 resigned from the office of Trustee of the Trust and her resignation had been accepted by the Trustees of the Trust in their meeting held on 7th May, 2001.

NOW THEREFORE THIS SUPPLEMENT TRUST DEED WITNESSETH AS UNDER:

1. In view of the resignation of Smt. Smita Agarwal from the Trusteeship, unless Trustees decide to appoint new Trustees, the

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following would henceforth be the Trustees of the Trust:

- i) Shri Sudhir Agarwal, Chairman and Managing Trustee
- ii) Smt. Meena Agarwal, Trustee
- iii) Shri Nimish Agarwal, Trustee.
- 2. In view of the above said resolutions passed by the Trustees, the existing Trust Deed dated 15th October, 1999 shall stand amended as under:
 - Clause 5(d) The existing Sub-Clause (d) of Clause 5 shall stand replaced with the following clause:

"To invest and keep invested the Trust Fund in a Scheduled Bank and/or Post Office Savings Bank and or invest in approved Government Securities as mentioned in sub-section (5) of Section 11 of the Income Tax Act, 1961."

Clause 12 The existing Clause 12 shall stand replaced with the following clause:

"The number of TRUSTEES shall not be less than three and more than eleven. If the number of TRUSTEES shall fall below three, the remaining Trustees shall not except for purpose of filling any vacancy act so long as the number is below the said minimum."

Clause 13 The existing Clause 13 shall stand replaced with the following clause:

"The TRUSTEES shall be the persons hereinafter named:

- 1. Shri Sudhir Agarwal, Chairman and Managing Trustee
- ii. Smt. Moona Agarwal, Trustee
- iii. Shri Nimish Agarwal, Trustee."

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Clause 14 The existing Clause 14 shall stand replaced with the following clause:

"The TRUSTEES for the time being will be at liberty to appoint additional Trustees within the number mentioned above for such period or on such terms as to retirement and reappointment as the TRUSTEES for the time being consider proper. The MANAGING TRUSTEE appointed by these presents will be for life. If any Trustee dies, retires, become unfit or incapable to act the continuing or surviving Trustee(s) will be competent to appoint a Trustee in place of the Trustee so dying, retiring or becoming unfit or incapable to act of her for otherwise as aforesaid. In the event of all Trustees dying, then the person or persons nominated by such Trustees by will or deed shall act as Trustees.

A person shall cease to be a Trustee (i) if he without leave or absence does not attend three consecutive meetings of the Trustees or for one Calendar Year, whichever is longer, or (ii) if he is requested to resign by $2/3^{rd}$ or as near thereto as possible, of the remaining Trustees."

Clause 15(iii) The existing Sub-Clause (iii) of Clause 15 shall stand replaced with the following clause:

"The quorum necessary for the transaction of the business of the Trust may be fixed by the Trustees, and unless so fixed shall be two."

Clause 20 of the Trust Deed shall stand deleted.

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The existing Clause 21 of the Trust Deed shall stand renumbered as Clause No.20.

Clause 22 The existing Clause 22 of the Trust Deed shall stand renumbered as Clause No.21.

3. The other clauses and contents of the Trust Deed dated 15th October, 1999 shall remain unchanged.

IN WITNESS WHEREOF the Settler and the Trustees have executed these presents on the day, month and year, first above written.

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1. Shri'Ram Shandilya S/o Shri Krishan Kumar Sharma Ganj, GHAZIABAD. SILLAMM

TRUSTEES

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Meena Agranu vinish Agamal

OUTGOING TRUSTEE

Drafted by: Devendra Kumar Goel, Advocate, Tehsil Compound, Ghaziabad.

Devende Kurnar Goel
Advocate, Ghaziabad



SUPPLEMENT TRUST DEED

This Supplement Trust Deed made on this 227/4 day of May, 2005 between Shri Sudhir Agarwal S-o Late Shri Kunj Behari Lal residing at 210-13. Havi Nagar, Ghaziabad (U.P.), hereinafter called "The Settler" (which expression shall unless excluded by or repugnant to the context, be deemed to include his successors, administrators and representatives) of the ONE PART:

Shir Yudhir Agarwal as aforesaid (2) Smt. Meena Agarwal Wo Shir Sadicir Agarwal, and (3) Shri Nimish Agarwal Sco Shri Sudhir Agarwal all to Joing at KD-48. Kayi Nagar, Ghaziabad (U.P.) hereinafter called the trustees" (which expression shall unless excluded by or repugnant to the context, be deemed to include his successors, administrators and representatives) of the SECOND PART:

WHEREAS the Settlor had vide Trust Deed dated 15th October. See had established a Fund for Public Charitable Objects in the name of THUNI BEHARI LAI. CHARITABLE TRUST with a sum of the Sub- (Rupees Two Thousand One Hundred) as the initial Trust saturated the said Trust Deed duly registered in the office of the Sub-Registrar I Ghaziabad in Book No.1 Volume No. 721 at serial no. 1902 in pages 183 to 197 on 16 10.1999 and Supplement Trust Deed dated 18th December, 2002 duly registered in the office of the Sub-Registrar I Chaziabad in Book No. IV Volume No. 769 at Serial No. 1010 on pages 115 to 232 on 21-12-2002.

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And whereas the Trustees had, vide Resolution passed in their meeting held on 20th December, 2004, mutually agreed and decided to amend the object clause 3 of the said Trust Deed by inserting a new sub-clause (n) as under:-

Sub- clause 3(n)

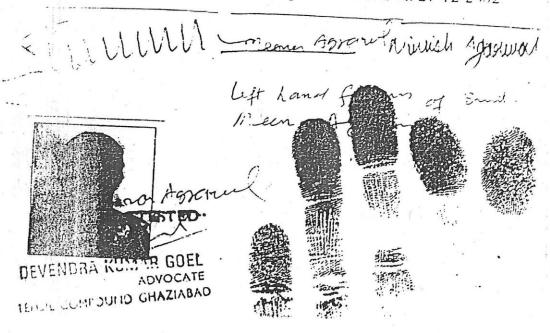
"To establish, maintain and/or grant aid in each and/or in kind to dental schools, dental college, dental hospitals, general hospitals, paramedical newscho desparamedical colleges and/or other such or similar charitable institutions for the benefit and use of the public in general."

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NOW THEREFORE THIS SUPPLEMENT TRUST DEED WITNESSETH AS UNDER

that the Settlor had vide Trust Deed dated 15th October, 1999, had established a Fund for Public Charitable Objects in the name of "KUNJ BEHARI LAL CHARITABLE TRUST" with a sum of Rs 2,100/- (Rupees Two Thousand One Hundred) as the initial trust Fund and the said Trust Deed duly registered in the office of the Sub-Registrar I Ghaziabad in Book No.1 Volume No. 721 at serial no. 1902 on pages 183 to 197 on 16 10,1999 and Supplement Trust Deed dated 18th December. 2002 duly registered in the office of the Sub-Registrar I Ghaziabad in Book No.1 Volume No. 769 at Serial No. 1010 on pages 215 to 232 on 21-12-2002.





-4.

2. That the Trustees in their meeting held on 20th December, 2004, unanimously agreed and decided to enlarge the scope of the charitable activities of the said Trust and for this purpose passed a resolution in the meeting to amend the Object Clause 3 of the said Trust Deed by inserting a new sub-clause (n) as under-

Sub- clause 3(n)

"To establish, maintain and/or grant aid in cash and or in kind to dental schools, dental college, dental hospitals, general hospitals, paramedical schools, paramedical colleges and/or other such or similar charitable institutions for the benefit and use of the public in general."

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- That the existing Trust Deed dated 15th October, 1999 and Supplement Trust Deed dated 18th December, 2002, both duly registered, shall stand amended to the extent as discussed in Item no. 2.
- The other clauses, sub clauses and contents of the Trust Deed dated 4. 15th October, 1999 and Supplement Trust Deed dated J-8th December, 2002 shall remain unchanged.

IN WITNESS WHEREOF the Settler and the Trustees have executed these presents on the day, month and year, first above written.

WITNESSES:

Ram Shandilya 8/o Shri K. K. Sharma

40. Naya Ganj, GHAZIABAD.

TRUSTEES

S/o Sh. Ram Dutt Singh. R/o 206 Karhera Mohan Nagar

Ghaziabad.

Drafted by: Devendra Kumar Goel, Advocate,

Chamber No. 37, Tehsil Compound, Ghaziabad.

BEVENDRA KUMAR GOEL

TENSIL SUMPOUND GHAZIABAD