

उत्तर प्रदेश UTTAR PRADESH

582700

SUPPLEMENTARY DEED

This Supplementary Deed is executed at Ghaziabad (U.P.) on this 15th day of April, 2008 by :-

Sh. Raj Kumar Adlakha S/o of Sh. Uttam Chand Adlakha presently residing at KD – 51, Kavi Nagar, Ghaziabad – 201002, hereinafter called "the Settler" (which expression shall unless inconsistent with or repugnant to the subject or context thereof include his heirs, executors and administrators).

Whereas the settler executed and registered a trust deed in the name and style of Uttam Charitable Trust on 17.02.1986, registered in the office of the Sub-Registrar, Ghaziabad, entered in Book No. IV, Vol. No. 415 at pages 16/38 at Sr. No. 637 on 18.02.1986.

And whereas consequent upon death of one of the trustees viz. Smt. Sunna Adlakha the trustees passed a resolution at a meeting of the Board of Trustees held at KD-51, Kavi Nagar, Ghaziabad – 201002 on 14th April, 2008 and decided to change the name of the trust from its erstwhile name 'Uttam Charitable Trust' to Uttam -Sunna Charitable Trust'.

Now, therefore, this Supplementary Trust Deed is executed and it is hereby declared as under :-

Contd.....2/-

क्र.सं० 27
स्टाम्प विक्रय की तिथि 2/11/05
स्टाप क्रय करने का प्रयोजन ...
स्टाम्प क्रेता का नाम व पूरा पता ...
स्टाम्प की धनराशि 100
पुरूषोत्तम लाल पुरोहित स्टाम्प विक्रेता
ल.ल. क्र०-282,
लाईसेन्स की अवधि 31.12.2006 तक
ए सेक्टर, कमर्शियल, एरोनॉटिक्स, औरंगाबाद

That the name of the trust be changed by addition of the word "Sunna" after the word "Uttam" and before the word "Charitable" in the name of the trust so that the name of the trust will henceforth be known as "Uttam - Sunna Charitable Trust" in place of its erstwhile name "Uttam Charitable Trust". However, it is hereby clarified that the above change of name shall not affect the object clauses or the assets and liabilities of the Trust or the rights or responsibilities of the settler or the trustees in whatsoever manner.

In witness whereof this Supplementary Deed is executed by the person mentioned above in the presence of witnesses on the date, month and year mentioned hereinabove.

(RAJ KUMAR ADLAKHA)

Witnesses :

1. (G. RAMARATHNAM)
A-11, Meerut Road Indl Area,
Ghaziabad-U.P.

2. (R. K. KUMAR)
S/o Shri G.D. Kumar
88, New Gandhi nagar.
Ghaziabad.

I-2305

10 Rs.



Supplementary Deed

This Supplementary Deed is made at Ghaziabad (UP) on this 6th day of November, 1995 Between Shri Raj Kumar Adlakha son of Shri Uttam Chand r/o KD-51, Kavi Nagar, Ghaziabad, hereinafter called 'the Settlor' (which expression shall unless inconsistant with or repugnant to the subject or context thereof include his heirs, executors and administrators) of the One Part AND (1) Shri Raj Kumar Adlakha s/o Shri Uttam Chand (2) Smt. Sunna Devi w/o Shri Uttam Chand (3) Shri Ranjan Adlakha s/o Shri Uttam Chand, hereinafter called 'the Trustees' (which expression shall unless inconsistant with or repugnant to the subject or context includes the survivors or survivor of them and others the trustee or trustees for the time being or these presents and the executors or executor or administrators or administrator of the

contd.....2







वाद सं० 12 वर्ष ... दि० 6/11/95 वादकुमार बनाम उत्तम चन्द आदि

स्टाम्प सं०.....में शामिल किया गया

रविन्द्र सिंह स्टाम्प विक्रेता (ला. ल. 61) Ghaziabad

मूल्यांकन

रजिस्ट्री शुल्क 5- .....प्रतिलिपि शुल्क 10- .....मुकाबला शुल्क ..

योग 15- शब्द लगभग 400..

वाद संख्या 12 सन् 1995

श्री/श्रीमती उत्तमचन्द पुत्र/पत्नी [illegible]

निवासी KD-51 पार्क नगर गा. बाद

के कार्यालय सब जज/मुंसिफ गाजियाबाद-I में आज

दिनांक 6/11/95 समय 4.45 बजे

प्रस्तुत किया।

6-11-95

सब जज/मुंसिफ

गाजियाबाद

Rajkumar

इस लेख का सम्पादन मेरे द्वारा

किये गए।

जिसे

मेरे समक्ष पढ़कर उक्त

श्री राजकुमार अग्रवाल

ने केवल सम्पादन से

श्री राजकुमार अग्रवाल उर्फ न श्रीपति सुलोचना देवी w/o

इस श्री उत्तम चन्द के राजकुमार अग्रवाल s/o उत्तम चन्द

निशानी

से स्वीकार किया।

सब जज प्रथम गाजियाबाद

सत्यमेव जयते

उत्तर प्रदेश

10 Rs.



last survivor) of the other part, and

Whereas the parties have executed and registered a trust deed, in the Name and style of Uttam Charitable Trust on dated 7.2.1986, regd. in the office of the Sub-Registrar, Ghaziabad, entered in Book No.IV, Vol.No.415 at pages 16/38 at Sr.No.637 on dated 18.2.1986.

And whereas this Supplementary Deed is related to Original Trust Deed dated 7.2.1986mentioned aboveand will be treated as a part of the original Trust Deed dated 7.2.1986.

And the following additional by-laws be and are hereby adopted specifically for the management of the school of the trust which was passed by a Resolution, passed at the meeting of Board of Trustees of Uttam Charitable Trust held at KD-51, Kavi Nagar, Ghaziabad on Wednesday, the 25th December, 1995 at 10.30A.M., the said by-laws (additional) are as under:-

contd.....3

जिल्द नं० 13 पृष्ठ नं० 61/1/1 क्रमांक

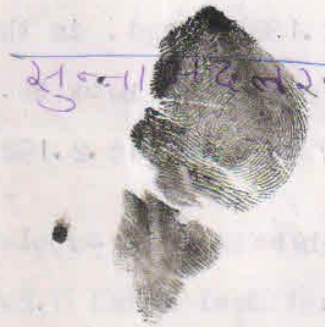
साक्ष्य नं० 12 ..... में साक्षित किया गया

Rsh

जिनकी पहचान श्री ..... पुत्र श्री ..... निवासी ..... व श्री ..... पुत्र श्री ..... निवासी ..... ने की।

उप रजिस्ट्रार-
गाजियाबाद







उप रजिस्ट्रार प्रथम गाजियाबाद जिला गाजियाबाद सत्यमेव जयते उत्तर प्रदेश



एकत्रित सह दस्तावेजों के अंगुष्ठ चिन्ह नियमानुसार लिये गये हैं।

उप रजिस्ट्रार-
गाजियाबाद

1. As the School is governed by a trust, therefore, renewal of trust is not applicable for the time being. However, as and when required the trust will be renewed.

2. The managing committee of the school will have a member nominated by the Director of Education.

3. At least 10% of the seats in the School shall be reserved for the deserving students belonging to Scheduld Castes/ Scheduled Tribes. The fees chargeable from these students shall not be more than the rees being charged in schools governed by Uttar Pradesh Madhyamic Shiksha Parshad and Basic Shiksha Parishad.

4. The School shall not seek any grant or aid from the State Government.

5. The teaching and non-teaching staff of the school shall not be allowed pay scales and other allowances lower than the pay scales and other allowances allowable to such employees of schools aided by the state government.

conti.....4

10 Rs.



6. The service rules for the employees of the school shall be framed and adopted. The employees shall be provided retirement benefits as are available to the employees of government aided schools.

7. The school will follow the directions of the state government issued from time to time.

8. The records of the school shall be maintained to the prescribed forms and registers.

9. No additions/alterations/modifications shall be made in the by-laws 1 to 8 mentioned hereinabove without prior approval of the state government.

Further resolved that consent of the trust be and is hereby accorded to abide by the conditions 1 to 9 mentioned hereinabove.

contd.....5

10 Rs.



In witness where of this Supplementary deed is signed by the parties mentioned above in the presence of the following witnesses, on the date mentioned above.

(Raj Kumar Adlakha)
Settlor & Trustee.

(Smt. Sunna Devi
Trustee

(Ranjan Adlakha)
Trustee

Witnesses:

1. M. P. Tyagi
S/o Sh. S.D. Tyagi
G. 232 Patel Nagar-III
Ghaziabad

2.

Drafted & Typed by:

(Anil Kumar Goel)
Documents Writer, Ghaziabad.

...16...10...6/11/95

...12.....में आमिल किया गया

...न्द्र सिंह ...

...अतीय अन्वायक अधिकारी

4502 91/94 2385

बही न० 1, जिल्द.....के पृष्ठ.....में नं० पर.....

रद्दी० बुक न० 1, जिल्द .....के पृष्ठ .. ..

पर आज दिनांक.....को रजिस्ट्री की गयी

6-11-95

ह० अ०

सत्यमेव जयते

उत्तर प्रदेश

IV 637



THIS INDENTURE MADE this SEVENTEENTH day of FEBRUARY one thousand Nine hundred eighty six at Ghaziabad (UP) between Shri Raj Kumar Adlakha, son of Shri Uttam Chand resident of KD.51, Kavi Nagar, Ghaziabad hereinafter called, 'the Settlor' (which expression shall unless inconsistant with or repugnant to the subject or context thereof include his heirs, executors and administrators) of the one part and (1) Shri Raj Kumar Adlakha son of Shri Uttam Chand (2) Smt.Sunna Devi wife of Shri Uttam Chand (3) Shri Ranjan Adlakha son of Shri Uttam Chand hereinafter called 'the trustees' (Which expression shall unless inconsistant with or repugnangt to the subject or context includes the survivors or survivor of them and others the trustees or trustee for the time being of these presents and the executors or executor or administrators or administrator of the last survivor) of the other part , and

WHEREAS the Settlor is desirous of irrevocably settling the sum of rupees One thousand upon trust for public charitable purpose as hereinafter expressed or contained in these presents and in pursuance of such desire has handed over prior to the execution of these presents the sum of rupees one thousand to the trustees to be held as the corpus of the Trust ; and

WHEREAS it is the desire and belief of the Settlor that the corpus of the Trust may be further augmnted from time to time by the flow of funds and other assets by way of gifts or donations.

(Cont....2)

न्यासपत्र 1000/-

21.00 — 25.00 — 4600 — 5800

श्री राजकुमार अग्रवाल
पुत्र श्री उत्तम चन्द अग्रवाल
पेशा व्यापार निवासी - K.D. 51 कविनगर - गाजियाबाद
ने कार्यालय सब-रजिस्ट्रार गाजियाबाद में
आज दिनांक 17.2.86 समय 2 व 3 बजे
दिन के मध्य निम्नांकित ईदी प्रस्तुत की।

Rajkumar

सब-रजिस्ट्रार - गाजियाबाद
17-2-86

प्रस्तुत लेखपत्र को निष्पादक, उक्त श्री राजकुमार अग्रवाल व श्रीमती सुन्ना अग्रवाल पत्नी श्री उत्तम चन्द अग्रवाल व श्री राजन अग्रवाल पुत्र श्री उत्तम अग्रवाल ने स्वीकार किया।

राजेन्द्रकुमार पुत्र श्री घनश्यामदास कुमार पेशा नौकरी निवासी 88 न्यू गोविन्दनगर - गाजियाबाद

सुखबीरसिंह पुत्र श्री [illegible] पेशा वकालत निवासी 173 माडल टाउन गाजियाबाद

सब-रजिस्ट्रार
17.2.86

Rajkumar

सुन्ना अग्रवाल

Tarjan Agarwal

Rajan

Sandeep

सब-रजिस्ट्रार
17.2.86



NOW THIS INDENTURE WITNESSETH AS FOLLOWS.

1. In pursuance of the said desire and for carrying out such desire into effect the Settlor doth hereby grant, transfer and assign unto the trustees the said sum of rupees one thousand (by way of corpus) and all his estate right, title and interest claim and demand into or upon the said sum of rupees one thousand to have and to hold the said sum unto the trustees but upon and subject to the trusts, powers and provisions hereinafter declared and expressed of and concerning the same.

2. For the consideration aforesaid, they the trustees do hereby covenant with the Settlor his heirs, executors and administrators that they the trustees will stand and be possessed of the said sum of rupees one thousand and the investments for the time being representing the same and all shares, funds and securities and other property movable and immovable which may under the trusts and provisions of these presents be substituted or added in due execution of the trusts and powers of these presents (all of which are hereinafter in these presents designated as "the Trust Fund") upon trust for the uses and with and subject to the powers, provisions, directions and agreements hereinafter declared and contained of and concerning the same.

3. The trustees shall stand and be possessed of the said Trust Fund upon trust to receive the interest, dividends and other income thereof and thereout and in the first place to reimburse themselves or pay and discharge all the costs, charges and expenses incurred in or about or incidental to the administration or execution of the trusts or powers

assessments, dues, duties, levies, imposts and other taxes, payable in respect thereof and the costs of meeting repairs to any immoveable property if it for the time being subject to the trusts of these presents and subject thereto upon trust to apply the residue of the said interest, dividend and other income (hereinafter called "the said income") and the corpus of the Trust Fund for such public charitable purpose in India including relief of the poor, spread of education, medical relief and any other object of general public utility not invloving the carrying on of any activity for profit as the trustees may think fit and in such manner as the trustees may think and for one or more of such public charitable purpose as aforesaid to the exclusi n of one or more of them as the trustees may think fit.

PROVIDED that the said income as well as the corpus of th Trust Fund shall be applied only towards public charitable purpose aforesaid in India and any accumulation of income shall also be made and deemed to be made for application to such public charitable purpose as aforesaid in India.

4. Without prejudice to the generality of the foregoing objects or purpose but subject as aforesaid it is declared that the trustees shall each year apply the residue of the said income of theTrust Fund and may at their discretion at any time and from time to time apply the corpus of the Trust Fund in or towards any one of the following objects or purpose to the exclusion of the other or others of them in such proportion and manner in all respects as the trustees amy in their absolute discretion think proper.

a) The spread or promotion of education or learning in all its branches in such manner as the trustees may think fit including:-

i) Establishment and/or acquistion and maintenance of and support of schools, colleges, libraries reading rooms, museums, vidyapiths, Bal-Mandirs, study Centers, Universities and other Institutions for imparting education and traninng to students.

ii), Establishment and/or support of professiorships, fellowships, lecturerships, scholarships and prizes at schools, colleges or other educational institutions.

iii) Establishment and/or maintenance of and support of hostels and/or boarding houses and grant of free boarding and lodging to poor and deserving students upon such terms and for such period in each case as the trustees may think fit.

(Cont....4)

iv. Grant of endowments at universities, research institutions and otheeducational and scientific institutions (whether now existing or hereinafter established) for spread of education and knowledge in all or any branches of knowledge.

v. Awarding scholarship, fellowship or loans on such terms and conditions as the trustees may think fit for the purposes of undertaking prosecuting and encouraging education and in particular research work in any branch of engineering, technology, electric therapy, radiology and bacteriology medical science or any other branch or branches of modern applied science in its widest and more comprehensive sense.

vi. Awarding scholarships and cash payments or giving loans to poor persons desirous of receiving primary, secondary or higher education on such terms as they may consider appropriate.

b) Affording of medical relief in such manner as the trustees may think fit including :-

i. Setting up of hospitals or other medical institutions and running them or granting of subscription and donations to hospitals, dispensaries, convalescent homes, asylums, nursing homes and other public institutions for administering medical relief to the needy.

ii. Endowments to and help or support to hospitals, maternity homes, sanatoriums and dispensaries.

iii. Grant of medical help to the poor and grant of medical help to deserving persons during epidemic, famine, flood, earthquake or any unforseen calamity or war or warlike operations.

c) Distribution of free food and clothing to the poor and needy.

d) Setting up or helping by endowments or otherwise orphanages or poor houses for the benefit of orphans and/or other deserving

f) Establishing or rendering help to any institutions for the alleviation of human suffering ;

g) Making grants in cash or kind to institutions and organisations engaged in providing relief to people affected by natural calamities such as earthquakes, floods and droughts.

h) Establishment maintenance and support of libraries, museums and reading rooms for advancement of education and knowledge in general.

i) Promoting public morality and humanity, particularly by checking tendency to cruelty towards human and non-humanliving beings and encouraging compassionate feelings and kindness towards them by setting up and maintaining institutions for the purpose or helping those engaged therein.

j) Conducting or helping others to conduct scientific research in any area of activity including industrial agricultural medical and social.

k) Promoting or conducting programmes of social and economic development in rural or backward areas.

l) Subscription, contribution and/or donation to any public charitable trusts or funds or institutions for promotion of any of the aforesaid objects.

PROVIDED always also without prejudice to the generality of the foregoing heads wherever the case admits may be given either in the way of pecuniary payments for goods or things or the supply or distribution of food, clothes or medical relief or in any manner which the trustees may consider desirable.

5. The Trustees shall in cases where any aid is proposed to be given for charitable purposes to any institution, association, society, organisation, body or trust ascertain whether the objects of such institution, association, society,

f) Establishing or rendering help to any institutions for the alleviation of human suffering ;

g) Making grants in cash or kind to institutions and organisations engaged in providing relief to people affected by natural calamities such as earthquakes, floods and droughts.

h) Establishment maintenance and support of libraries, museums and reading rooms for advancement of education and knowledge in general.

i) Promoting public morality and humanity, particularly by checking tendency to cruelty towards human and non-humanliving beings and encouraging compassionate feelings and kindness towards them by setting up and maintaining institutions for the purpose or helping those engaged therein.

j) Conducting or helping others to conduct scientific research in any area of activity including industrial agricultural medical and social.

k) Promoting or conducting programmes of social and economic development in rural or backward areas.

l) Subscription, contribution and/or donation to any public charittable trusts or funds or institutions for promotion of any of the aforesaid objects.

PROVIDED always also without prejudice to the generality of the foregoing heads wherever the case admits may be given either in the way of pecuniary payments for goods or things or the supply or distribution of food, clothes or medical relief or in any manner which the trustees may consider desirable.

5. The Trustees shall in cases where any aid is proposed to be given for charitable purposes to any institution, association, society, organisation, body or trust ascertain whether the objects of such institution, association, society, [illegible] are in accordance with the objects

for being utilised only for such objects.

6. The surplus and unapplied portion of the said income, if any arising in any one or more year or years shall be accumulated by investing the same and the resulting income thereof from time to time in accordance with any mandatory provisions of Income Tax law applicable to the trust and investments referred to in any other clause shall also be made in accordance with such provisions of Income Tax law and in any of the investments in which the Trust Fund are hereunder directed or authorised to be invested.

7. The Trust hereby established shall be called 'UTTAM CHARITABLE TRUST'

The Office of the Trust shall be at Ghaziabad or at such other place in India as the trustees may from time to time think fit.

8. For the accomplishment of the trusts of these presents and without prejudice to the generality of any powers hereby or by law conferred or implied or vested in the trustees, the following powers and authorities are hereby expressly conferred on the trustees, that is to say :-

i) to appoint any one from amongst them as a Managing Trustee with such powers as may be delegated to him or her from time to time ;

ii) to permit any one or more trustees to operate on any banking accounts without any liabilities on the other trustees, to examine the said accounts or to be in any way responsible for the acts, deeds or defaults of such trustees or trustee in connexion with such accounts ;

iii) to purchase, construct or hire or take on lease any immovable or movable property for all or any of the purposes of the said trust at such price cost or rent and on such terms and conditions and for such period and with or without option for renewal as the trustees

or compensation and on such terms and conditions and for such period as the trustees may think fit ;

v) to appoint anddismiss and re-appoint executives, officials, doctors, nurses, clerks, caretakers, attendants and other employees on such salary and on such terms as they may think fit ;

vi) to delegate by Power of Attorney or otherwise to any trustee or trustees or any other person or persons implied by law or conferred by statute or vested in the trustees by these presents but the trustees shall not be held liable or responsible for the acts or defaults of any such persons or person but only for their own respective acts and defaults ;

vii) to act according to the decision of the majority of trustees when the trustees are not unanimous and such decision shall be binding on the minority as well as on those trustees who may not have voted. If the trustees shall be equally divided in opinion the matter shall be decided according to the casting vote of the Chairman ;

viii) to reimburse themselves or pay and discharge out of the funds or any property subject to the trusts of these presents and income thereof , all expenses that may be incurred in or about the execution of the trusts or powers of these presents, including reasonable amount of travelling expenditure incurred for attending any meeting of the trustees ;

ix) to decide all questions arising in the administration of trusts hereof and including all questions relating to the interpretation of these presents, the administration of any institutions maintained by the Trust or concerning anything or matter relating to or connected with or arising out of these presents or the operation thereof. The decision of the trustees on all or any of the matters aforesaid shall be final ;

administration of the Trust Fund, or any institutions maintained and for any of these purposes may enter into, give, execute and do such agreements, instruments of composition or arrangements, releases and other things as to them seem expedient, without being liable or responsible for any loss occassioned by any act or thing so done by them in good faith as fully as if they were absolutely entitled to the Trust Fund and the said institutions without being answerable for any loss occassioned thereby ;

xi) to set up one or more Managing Committees for the routine and day to day management and administration of any such institutions under their ultimate supervision and control. The trustees shall be entitled to frame the constitution and regulate the procedure of such committees and to delegate to them such powers as they may consider proper and necessary. Any one or more trustees may be members of any such committee which may also if deemed desirable include any other person or persons ;

xii) to frame such rules and regulations for the management and administration of the Trust and institutions as they shall think fit and to alter or vary the same from time to time and to make new rules and regulations. PROVIDED that such rules and regulations shall not be inconsistent with the terms of these presents ;

xiii) to deposit by way of safe custody any documents held by them relating to any property belonging to the Trust with any bank and to pay any sum payable in respect of such deposit ;

xiv) to permit the investments to stand so long as the trustees desire in the name of any Managing Trustee or trustees or other trustee or trustees and to provide which trustee shall in case of joint investments be named as the first ;

xv) to borrow or raise any money that may be required by the trust for the achievement of its object upon such terms ... particular by the issue

xvi) to amalgamate the trust with any other trust, society institution or body having objects similar to those of this trust ;

xvii) to make any amendments in the provisions of these presents as the trustees may be required to make by the income-tax authorities as a condition for recognising the trust for the purposes of Sections 80G and 11 of the Income-tax Act, 1961 or any statutory modification on re-enactment thereof for the time being in force but without prejudice to the main objects of the trust.
PROVIDED that no such amendment shall be valid unless approved by all the trustees for the time being by a unanimous resolution passed at their meeting.
PROVIDED that the trustees may in their absolute discretion decide not to seek or aveil of the benefit of the said sections and consequently they may not make any amendments suggested by the income-tax authorities ;

xviii) to become member of any other bodies of persons, associations of persons, institutions, societies and bodies corporate including companies limited by guarantee for the benefit of the trust ;

xix) to do all such other lawful things as may be incidental to or conducive to the attainment of the objects of the trust ;

9. (1) Subject to the provisions of any mandatory law, including income-tax law, for the time being in force and applicable to the trust, the trustees shall invest all moneys which shall require investment in any investments or properties of whatsoever nature and wheresoever situated and whether involving liabilities or producing income or not or upon personal credit with or without security and in any manner they may think proper without being obliged to invest the same in the investments authorised by law for the investments of the trust funds and to call in sell convert or exchange such investments and properties both movable and [illegible] Trust Fund whenever

And without prejudice to the generality of the foregoing powers, the trustees may invest any moneys requiring investment:

i) in the purchase of any immovable property situated in India or elsewhere and for the development thereof the trustees may borrow at such interest as they may think fit for the purpose without security or on security of the Trust Fund or any property forming part of the Trust Fund;

ii) in the purchase of or subscription to debentures, stocks, funds, shares and securities of any company or corporation whether incorporated in India or elsewhere as allowed under Income Tax Act, 1961:

iii) in making loans upon the security of any immovable property or movable property keeping in view the provisions of Income Tax Act, 1961;

iv) in the purchase of acuisition of flats by becoming member of co-operative societies;

v) in other forms and mode as allowed under the provisions of Income Tax Act, 1961;

To the intent that the trustees shall have the same full and unrestricted power of investment and transposing the investments in all respects as if they were absolutely entitled thereto beneficially.

(2) In the execution of the powers of investment hereby or by law conferred upon the trustees, no trustee shall be liable for any loss to the Trust Fund arising by reason of any investments made in good faith nor shall any trustee hereof be liable for any loss to or in respect of the Trust Fund unless such loss shall be attributable to his own dishonesty or wilful commission of an act known by him to be a breach of trust.

Contd.....11.

(3) Notwithstanding anything contained in or implied by the powers aforesaid, the corpus and income of the trust whencesoever derived shall be applied solely for the public charitable objects as set forth in the main paragraph 3 of these presents.

10. It shall be lawful for the trustees to construct,build, erect buildings,houses,tenements,pull down,renovate, rebuild,alter,adapt,improve, add to, develop or repair any immovable properties comprised in the Trust Fund and to expend for all or any of the above purposes such monies out of the Trust Fund or the income thereof as the trustees may in their discretion think fit and proper. The trustees shall also be entitled in their name or names of one or more of them to become members of any co-operative society or other like institutions for the protection,benefit and improvement of the Trust or any property comprised therein as also to enter into such contracts and take such other actions and proceedings as they may think proper for the purpose of such protection,benefit or improvement and to pay all fees and subscriptions and defray all charges and expenses as may be considered proper. The trustees shall also be entitled to enter into any agreement or convenants with the owners of or persons interested in any other properties and whether restrictive or otherwise and whether for the benefit of the properties comprised in the Trust Fund or such other properties as they may in their absolute discretion think fit from time to time. The trustees shall also have the power to insure any premises comprised in the Trust Fund against loss by fire,lightning or civil commotion or other risks or losses as the trustees may think proper from time to time but no liabilities shall attach on the trustees or any of them by reason of any property remaining uninsured in any way. The trustees shall also have the power after paying all rents,rates and other outgoings and expenses out of the rents

sums of moneys as the trustees consider proper to meet the expenses of heavy repairs or by way of depreciation or sinking funds and to utilise the same and the income thereof for heavy repairs or for re-building or reinstating immovable properties or erecting new building and in the meantime to invest the same in the manner authorised by these presents. It shall also be lawful for the trustees to permit any immovable property forming part of the Trust Fund to be held, used and enjoyed for the purposes of any scheme of charity or other purposes of these presents.

11. Upon any sale or other transfer by the trustees under the power aforesaid, the purchaser or purchasers, transferee or transferees dealing bonafide with the trustees shall not be concerned to see or enquire whether the provisions as to the appointment and retirement of trustees herein contained have been properly and regularly observed and performed. Neither shall the purchaser or purchasers, transferee or transferres be concerned to see to the application of the purchase moneys or other consideration or be answerable for the loss, mis-application or non-application thereof.

12. The trustees are hereby authorised to invite or accept donations of money, shares, debentures, bonds, securities, business and other movable or immovable property from the Settlor or any one else by way of gift, grant, legacy or otherwise on such terms and and conditions as the trustees may think fit not being inconsistent with the terms of these presents and such donations shall be held by the trustees as accretion to and augmentation of the Trust Fund and shall be subject to the same trusts, powers and provisions as are contained in these presents and applicable thereto as if such money or other property had formed part of the original Trust Fund. PROVIDED that trustees may refuse to accept any such donation, grant or legacy which they may in their absolute discretion consider unsuitable.

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(b) A resolution passed without any meeting of the trustees and evidenced by writing under the hands of the majority of the trustees shall be as valid and effectual as a resolution duly passed at a meeting of the trustees held in accordance with the provisions of these presents.

(c) The quorum at a meeting of the trustees shall be two.

(d) The trustees shall keep or cause to be kept proper books of account in which all receipts and expenditure relating to the Trust Fund and any other institutions maintained shall be entered and such books shall be kept at the office of the Trust or such institutions as the case may be.

14. Any trustee (other than the Settlor) being a lawyer, an accountant or other person engaged in any profession or business shall be entitled to be paid all the usual professional or proper charges for time expended, business transacted and acts done by him or any partner of his in accordance with the trusts hereof (including acts which a trustee not being in any profession or business could have done personally) inspite of the fact that he shall be a trustee of these presents.

15. The receipt of the trustees or trustee or the Managing Trustee as the case may be for any moneys paid or any stock funds or securities or other investments transferred to them or him in the execution of any of the trusts of powers hereof or for the purchase money paid to them or him shall effectually discharge the person or persons so paying or transferring the same therefrom.

16. (1) If the trustees hereby constituted or any of them or the trustees or trustee appointed as hereinafter provided shall die or desire to be discharged or refuse or become incapable to act or is adjudicated [illegible] offence involving

of twelve months or more without obtaining leave of the other trustees in writing then the surviving or continuing trustees or trustee for the time being may appoint any person or persons in the place of the trustees or trustee so dying desiring to be discharged or refusing or becoming incapable to act or adjudicated insolvent or convicted of a criminal offence and punished with imprisonment as aforesaid or being absent from India as aforesaid.

(2) The trustees may appoint any person or persons as an additional trustee or trustees.

(3) It shall be lawful for the person or persons for the time being entitled to appoint a new trustee or trustees thereof to appoint any bank, company or corporation to be an additional trustee of these presents jointly with the continuing trustees upon such terms as to remuneration or otherwise and for such period as the trustee may think fit.

17. On every appointment of trustee the Trust Fund shall if and so far as the nature of the property and other circumstances shall require or admit and unless the trustees otherwise resolve but so as not to prejudice the powers of the Managing Trustee be transferred so that the same may be vested in the trustee or trustees for the time being. And every trustee so appointed as aforesaid may as well before or after such transfer act or assist in the execution of the trusts and powers of these presents as fully and effectually as if he had been hereby constituted a trustee.

18. The trustees shall be respectively chargeable only for such moneys, stocks, funds, securities and other assets of the Trust as they shall actually receive notwithstanding their signing any receipt for the sake of conformity and shall be answerable and accountable only for their own respective acts, receipts, neglects and wilful defaults and not for those of each other nor for those of any bankers,

brokers or toher persons in whose hands any trust moneys or assets may be placed, deposited or come nor for the deficiency or insufficiency of any stock, funds and securities nor for any other loss unless the same shall happen due to or through their or his own wilful default or dishonesty respectively and in particular no trustee shall be bound to take any steps or proceedings against a co-trustee for any breach or alleged breach of trust committed by a co-trustee.

19. Where the trusteesi in the purported exercise of the trusts discretions and powers hereby or by law conferred act on the advice of any counsel, solicitor or other lawyer, engineer, surveyor, land or estate agent, actuary, brocker, cashier, accountant or expert, the trustees shall not be responsible for any loss that may result from acting on such advice but the act or ommission shall be deemed to be authorised and proper ~~and proper~~ and the advice shall operate to protect the trustees in the like manner as if the act or ommission had been directed or authorised under an order of a court of competent jurisdiction.

20. The trust hereby established shall be irrevocable.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seal the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED BY

the within named Settlor Shri
Raj Kumar Adlakha in the presence of:

1.

2.

SIGNED, SEALED AND DELIVERED by
the withinnamed Trustee Shri
Rajkumar Adlakha in the presence of:-

1.

2.

SIGNED, SEALED AND DELIVERED BY The
withinnamed Trustee Smt.Sunna Devi
in the presence of:-

1.

2.

SIGNED, SEALED AND DELIVERED by the
withinnamed Trustee Shri Ranjan Adlakha
in the presence of:

1. (Rajendra Kumar S/o Shri Sham Das

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