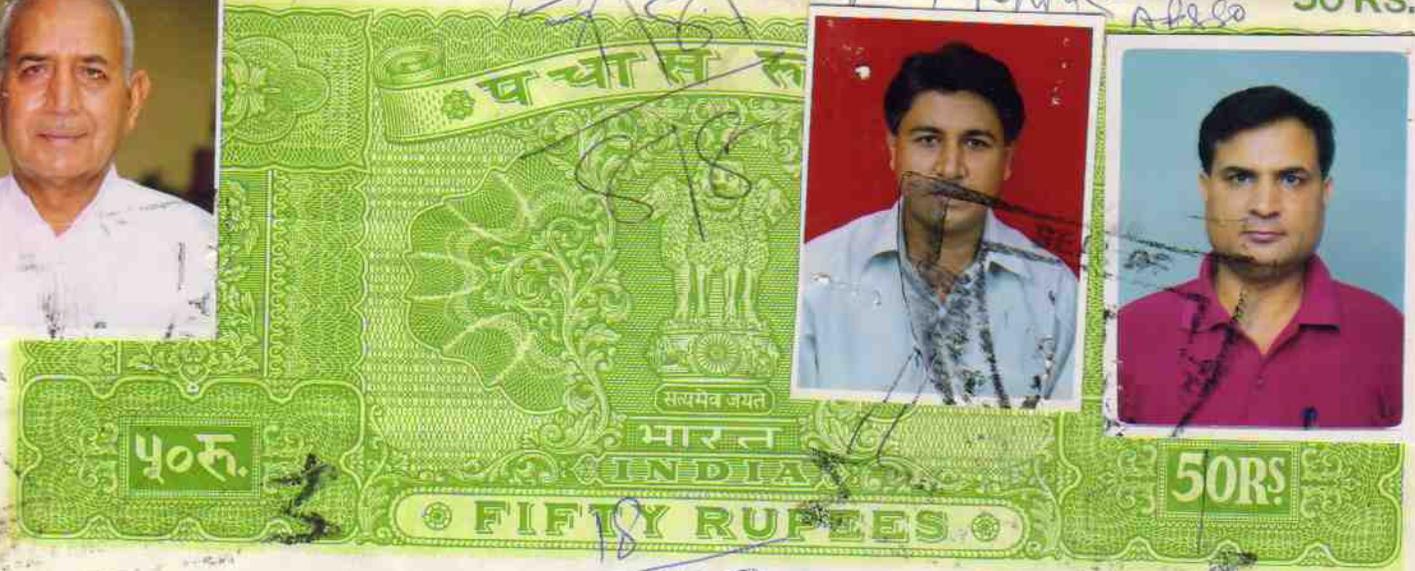




3405
R. C. No 838879/27/18/2000 by Rohtak civil authorities
A. S. S. 50 Rs.



718/2000
TRUST DEED

THIS INDENTURE OF TRUST MADE AT NEW DELHI on the 24th day of July 2000, between

Ch. Mitter Sen Sindhu S/o Sh Sis Ram, Hindu, aged about 70 years, residing at 96A, Subhash Nagar, Rohtak 124 001.

Hereinafter called the "SETTLOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators) on the ONE PART.

AND

Capt R. S. Sindhu S/o Ch. Mitter Sen Sindhu, Hindu, aged about 44 years, residing at C-101, New Multan Nagar, New Delhi 110 056, both Indian inhabitants hereinafter called the TRUSTEES (which expression shall unless repugnant to the context or meaning thereof be deemed to include the survivor or survivors of them and the Trustees or the Trustee for the time being of the Trust herein) of the OTHER PART:

WHEREAS the SETTLOR is desirous of settling irrevocable the sum of Rs.10,000/- (Rupees Ten thousand only) UPON TRUST FOR CHARITABLE purpose, the benefit whereof is not restricted to any class or community and with the subject to the powers of provisions hereinafter declared and contained of and concerning the same in the manner hereinafter appearing:

AND WHEREAS the SETTLOR has requested the said Capt R. S. Sindhu to act as TRUSTEE along with the SETTLOR who will also be a TRUSTEE which they have agreed by their executing these presents:

AND WHEREAS prior to the execution of these presents the SETTLOR has handed over the said sum of Rs.10,000/- (Rupees Ten thousand only) to the Trustees:

NOW THIS INDENTURE WITNESSETH: That in pursuance of the said desire and for carrying out such desire into effect the Settlor doth hereby grant, transfer and assign upto the said sum of Rs.10,000/- (Rupees Ten thousand only)

AND ALL the estate, right, title and interest claim and demand of the Settlor upto upon or out of the said sum to HAVE AND TO HOLD the said sum upto and to the use of the said Trustees and upon and subject to the Trust, powers and provisions hereinafter declared and expressed by and between the parties hereto as follows:-

1269

24 Jul 2000

78/18/2000

Harish Kumar
No. 454, B, Park Road

Shri. S. N. Meena
S/o. S. N. Meena

HARISH KUMAR

No. 454, B, Park Road

Meena

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78/18/2000

12.8.2000
श्री पूर्वाह्न/सपरान्त उपपत्रीक
शासित उप-मंडल-VIII दिल्ली के कार्यालय
श्री श्री/शोमती/कुमारो Rajesh Gupta
पुत्री/पत्नी श्री H. R. Gupta
निवासी 49, Park Road, Karol Bagh

35

Rajesh Gupta


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78/18/2000

78/18/2000

श्री Rajesh Gupta
श्री Mitter San Singh

Rajesh Gupta


निवासेन कर्ता/पत्नी श्री Rajesh Gupta
श्री Mitter San Singh
श्री Nargi Asad
श्री K. M. Babbal

Settle

Nargi Asad

K. M. Babbal

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1. For the consideration aforesaid they the said Ch. Mitter Sen Sindhu and Capt. R. S. Sindhu Trustees, hereby covenant with the Settlor that they the said Trustees will stand and be possessed of the said sum and the investments for the time being representing the same and all fund and securities and other property movable and immovable which may under the Trust and provisions of these presents be substituted or added in due execution of the Trust and Powers of these presents designed as :THE TRUST FUND: (which expression shall include the conversions thereof and/or the investments for the time being of the same and/or accumulations, additions and accretions thereto and/or the investments or conversions of such accumulations, additions and accretions thereto/upon Trust for the use and with and subject to the Powers, provisions directions and agreements hereafter declared, contained of and concerning the same.
2. The said Trustees shall stand and be possessed of the said Trust Fund upon trust to receive the interest and other income thereof and there out in the first place to reimburse themselves to pay and discharge all the costs, charges and expenses incurred in or about or incidental to the administration or execution of any of the Trusts or powers of these present and also all outgoings, taxes, assessments, dues and duties and other taxes payable in respect thereof and the costs of meeting ordinary repairs of any immovable property, if any, for the time being subject to the Trust contained in these present and subject thereto upon trust to apply the residue of the said interest, and other income (hereinafter called the "said income") and at their discretion to apply the whole or any part or parts of the corpus of the Trust fund for public charitable purpose and the benefit whereof is not restricted to any class or community including:
 - a. Relief to the poor.
 - b. Advancement of Education, Establishment of Nursing college, Engineering College, Management Institutes and other Technical Institutes.
 - c. Medical Relief.
 - d. To build, construct, establish, takeover, run, maintain, manage and/or render financial help to any educational and/or scientific institution for imparting education in Arts, Crafts, Science, Medical, Engineering, Vocational and Technical Subjects or for research in any or all of the above.

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- e. To construct, establish, run, maintain, manage and/or render financial help to one or more Polytechnic Institutes, Research Institutions or other centres for the training of young men and women in technical, mechanical, scientific and similar pursuits.
- f. To provide for payment of scholarship to deserving students.
- g. To provide for payment of school or college fees, boarding and/or lodging charges and purchases of educational books and stationery for school / college students.
- h. To provide general medical relief by subscribing to or establishing charitable dispensaries, hospitals, clinics and/or to give medical relief to poor.
- i. To give monetary aid or otherwise provide relief for flood or famine or fire or any other natural calamities like earthquake and cyclones.
- j. To open orphanage homes or assist in the conduct of any institutions for protection of orphans.
- k. To encourage study, institute prizes, shields etc., for students in any school, colleges or educational institutions or for students studying a particular subject or course or those undergoing training in particular fields or those engage in research in any field of creative activity.
- l. Advancement of any other object of general public utility (not involving the carrying on of any activity for profit).
- m. To carry on repairs and renovations of such temples as are notified by the Central Government in the Official Gazette under section 80-G (b) of Income Tax Act, 1961 as being temples of historic or archaeological importance or places of Public worship of renown throughout any state or states in India, and this work will be carried out as an incidental activity in carrying out the main object of the Trust.
- n. To protect, preserve and do scientific research on Indian scriptures of cultural, moral, artistic and historical importance.

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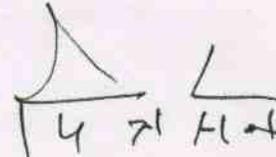
- o. To organise, encourage, promote and assist in the study, research and pursuit of science, literature and fine arts and to assist institutions with similar objects.
- p. To establish, form or maintain Museums, Sanghralyas, libraries for scientific research and extension of knowledge in the fields of natural or applied science.

in such manner as the said Trustees may think fit and for one or more of such purposes to the exclusion of other or others as the said trustees may think fit. Provided nevertheless the said income as well as the corpus of the trust fund shall be applied only towards the public charitable purposes as aforesaid and any accumulations of the said income shall also be made for application to such public charitable purposes only as aforesaid.

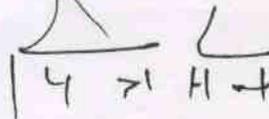
- 3. Provided further that notwithstanding anything hereinbefore or hereinafter contained, the said income (as also the corpus) of the Trust Fund shall be applied and be applicable only to or for such charitable purposes only and within such territories only and subject to such conditions or limitations in any as may from time to time be laid down in the Income Tax Act, 1961 or any other Act in modification or substitution thereof governing taxation of Income for the time being in force as well ensure or earn or make the Trust hereby established and its income eligible for exemption from taxation under the Income tax Act 1961 or any replacement re-enactment or modification thereof and further so that the said Trust hereby established shall be one to which the provisions of Section 80-G of the Income Tax Act 1961 or any re-enactment or modification thereof shall apply so that they donation to this Trust be recognised as eligible for exemption from tax in regard to the donor.
- 4. The Public Charitable Trust hereby established shall be called as SINDHU EDUCATION FOUNDATION.
- 5. If at any time the said Trustees shall be desirous of handing over in entirety or in part the said Trust fund and its accumulated income to any institution or any other Trust which is recognised under Section 80-G of the Income Tax Act 1961 or any statutory modification or re-enactment thereof for the time being in force or to any Governmental or other authority or to the Union or State Government they shall be entitled to do so on such terms and conditions as they may think fit.

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6. It is intended and directed that if at any time hereinafter it is held that any of the objects or purposes to which the said income or any part thereof (or corpus of any part thereof) is directed to be applied to or extended for is not a public charitable object or purpose (the benefit whereof is not restricted to any class or community) according to law then in that case the said Trustees shall apply and expend the said income (or corpus) towards the execution and carrying out of only such of the objects and purposes or such other object or purpose of public charitable nature the benefit whereof is not restricted to any class or community as the said Trustees may think fit subject nevertheless to the directions or limitations contained in clauses 2 and 3 hereof.
7. The surplus and unapplied portion of the said income, if any, arising in any one or more year or years may be accumulated by investing the same and the resulting income thereof from time to time in any of the investments in which the said Trust Fund is hereby directed or authorised to be invested and may be credited to an account to be called 'SURPLUS ACCOUNT' and the said Trustees shall have the power in any subsequent year to expend and apply the same in the same manner and to the same extent as if such accumulation or part thereof had been part of the said income of the year or years in which the same is sought to be expended and applied as aforesaid.
8. The said Trustees shall have power in their absolute discretion to accept any other sums or properties or assets in any form or manner including right to receive certain amounts from any person, firm or company institution or fund or realised by holding of any exhibitions, shows or other forms of entertainment or drive for the purpose of raising amounts of money and/or collections for the objects and/or purposes set out in clauses 2 and 3 hereof, on such terms and conditions as may be deemed by them property being not inconsistent with the said trust and terms hereof and the amounts of such sum of property or assets so accepted and/or realised and/or collected shall be treated and dealt with as forming part of the corpus of the said Trust Fund and all the terms, powers and provisions herein shall apply to the same mutatis mutandis.
9. The said Trustees shall also be entitled to take over the management of any trusts or charities of charitable institutions as well as carry out the trusts under any deed or trust or charitable bequests or legacies under any will or testamentary writings, on such terms and conditions, if any, as may be thought, fit by them in their absolute discretions provided nevertheless the same are for carrying out public charitable purposes the benefit whereof is not restricted to any class or community as set out in clauses 2 and 3 hereof.
10. The said Trustees shall invest and keep invested all the said Trust fund in their hands as also the interest or income thereof; if any, for the time being in their hands not immediately required for the purposes as aforesaid in clauses 2 and 3 hereof in one or more of the securities and investments authorised by and specified in Section 20 and 20A of the Indian Trusts Act, 1882 and/or in deposit in current call deposit short deposit or fixed deposit account with any scheduled bank or banks and in a manner permitted by the provisions of the Income Tax Act, 1961 or any re-enactment or modification thereof as the said Trustees may think fit and at such rates as the said Trustees from time to time to vary or transfer such investments or any of them into or for others of the same or of a like nature and to sell any investments at such price and subjects to such terms and conditions and in such manner as the said Trustees may think fit and to execute any deeds, documents, deed of transfer or agreements, as they may think fit for the aforesaid purpose or any of them.

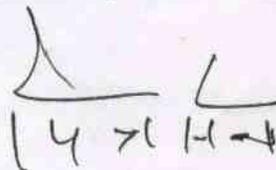
 

11. The investment of the said Trust Fund or the interest or income thereof or any part thereof shall always be kept in the name of the Trust. If it is not possible or permissible to do so then in the name of all or such number of Trustees as may be decided by them from time to time and in case of account and deposit as aforesaid, the same shall be dealt with or operated upon in such manner as may be decided by the said Trustees from time to time and if necessary the said Trustees may give a power of attorney to any scheduled bank to realise the income of the said Trust Fund and to collect the same on behalf of the said Trustees.
12. The said Trustees or Trustee for the time being may either retain the said Trust Fund and every part thereof in its present form or convert the same or any part thereof and invest the same in any investments authorised by law or as provided in this indenture for the investments of the said Trust Fund as the said Trustees may think fit.
- 13(a) There shall not be at any time less than two or more than nine Trustees of these presents. One of the Trustees shall be a Managing Trustee.
- (b) Capt. R. S. Sindhu shall be the Chairman of the Trustees of this Trust. He shall be the permanent Chairman of this Trust. The Chairman shall have power to appoint majority of the Trustees of the Trust.
- (c) All the investments of the Trust shall be made with the consent of the Chairman of the Trustees.
- (d) The Trustees shall be entitled to frame such rules for the management and the administration of the Trust as they think fit.
- (e) On every appointment of the Trustees the said Trust Fund shall if and so far as the nature of the property, and other circumstances shall require or admit be transferred so that the same may be vested in the said Trust or Trustees or Trustee for the time being.
14. The said Trustees of these presents shall act as Trustees for five years or until they resign or otherwise vacate their office or are removed as herein contained, one third of the Trustees who have been longest in the office shall retire every five years. The retiring Trustee shall be eligible for re-appointment. The election of Trustees should be by existing Trustees. The retiring Trustees shall have a right to vote in such re-election. The Chairman shall not be liable to retire but shall continue to be the Chairman of Trustees during his life time.
15. The Trustees shall be entitled to appoint from amongst themselves anyone as the Managing Trustee and to delegate to him such powers and authority and subject to such conditions as the Trustees may from time to time decide.
16. Any of the said Trustees may at any time resign his office of a Trustees by giving one month's notice to his co-trustees and upon the expiry of such period, such Trustees shall be deemed to have vacated his office.

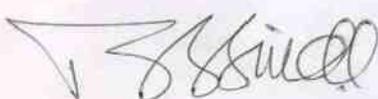
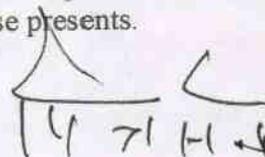


17. In case any of the said Trustees for the time being of these presents shall become bankrupt/or insolvent or shall be convicted of any criminal offence involving moral turpitude then and in every such case it shall be lawful for the other Trustees to give notice to such Trustees so becoming bankrupt or insolvent or being convicted of any criminal offence involving moral turpitude by notice at his last known place or places of abode in India intimating that he is removed as Trustee of these presents and thereupon such Trustee of these presents shall cease to be the Trustee of these presents and such Trustees shall after receipt of such notice and whenever called on to do so, do all necessary acts on his part for vesting the said Trust Fund and/or other property forming part of the said Trust Fund in the continuing Trustee or Trustees or any such continuing Trustee or Trustees jointly with the new Trustees to be appointed under the provisions in that behalf hereinafter contained.
18. If and so often as the said Trustees hereinafter named or any of them or any future Trustees who may be at any time hereinafter be appointed shall die or be removed from the office of the Trustee under the powers for that purposes contained in the last proceeding clauses or go and remain out of the Republic of India at a time for more than 12 months without the leave of Co-Trustees or to be desirous of being discharged from or refuse or decline or become unfit or incapable to act in the aforesaid Trust the and so often as the same shall happen it shall be lawful for the chairman to appoint a person or persons to be Trustee or Trustees in the place of Trustees so dying or being removed or going and remaining abroad to be discharged or refusing or declining or become unfit or incapable to act as aforesaid for the time being herein (as the case may be) and that on every such appointment the said Trust Fund shall become vested in the new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees or solely as the case may be and every such Trustee or Trustees shall have the same powers as if he or they had been originally named a Trustee or Trustees of these presents. If at any time the continuing Trustee or Trustees are desirous of appointing any additional Trustee or Trustees they shall have powers to do so and the powers set out in the foregoing part of this para shall apply mutatis mutandis to such appointment as aforesaid.
19. Each of the said Trustees for the time being of these presents hereby binds himself and his heirs, executors and administrators in the event of his retiring from or ceasing to be a Trustee or in the event of his death to do all necessary acts, deeds and things for duly vesting and transferring over into the name or names of the new Trustees as may be required of the said Trust Fund and/or such securities and deposits, etc., belonging to the said Trust as may be standing in his individual name or in his name jointly with that of any of the other Trustees by virtue of these presents and all costs attending the same shall be borne out of the Trust Fund.
20. For the accomplishment of the Trust of these presents and without prejudice to the generality of any powers hereby or by law conferred or implied or vested in the said Trustees, the following powers and authorities are hereby expressly conferred on the said Trustees, that it to say:-
- a. To permit the investments to stand so long as the said Trustees desire in the name of any Managing Trustees or other Trustee or Trustees and to provide which Trustees shall in case of joint investment be named as the first:

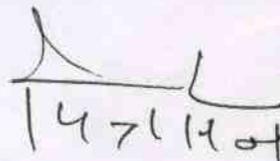




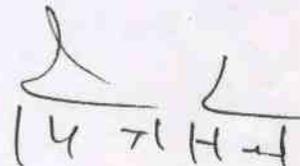
- b. To permit any one or more of the said Trustees to operate on any Banking Account and without any liability on the other Trustees to examine the said accounts or to be in any way responsible for the acts, deeds or defaults of said Trustees or Trustee in connection with such account, subject to necessary permission required under any law for the time being in force relating to public trusts.
- c. To sell, exchange, surrender, give up, mortgage, charge, pledge, demise, or dispose of any property movable or immovable for the time being subject to any of the Trusts of these presents and upon any such exchange to give or receive any moneys for equality of exchange, and to borrow moneys on behalf of the Trust.
- d. To hire or take on lease money or to deal with in any other manner any immovable, movable property for all or any of the purpose of the said Trusts at such rent and on such terms and conditions and for such period and with and without option for renewal as the Trustees may thing fit.
- e. To appoint and demise and reappoint servants, clerks, caretakers, moonims and others on such salary and on such terms as they think fit.
- f. To delegate by power of attorney or otherwise to any Trustees or other persons whosoever any powers implied by law or conferred by stature or vest in the Trustees by these presents and the Trustees shall not be held liable or responsible for the acts or defaults of any such person or persons but only for their own respective acts and defaults.
- g. To decide all questions arising in the administration of Trust hereof and including all questions relating to the interpretation of these presents or otherwise concerning or touching these presents or any clause or thing herein contained or touching or concerning anything or matter relating to connected with or arising out of these presents or the operation thereof. The decision of the Chairman on all or any of the matters aforesaid shall be final.
- h. Instead of themselves spending any such amount for any purpose authorised by these presents or by law or status the said Trustees may pay any sum for the purpose of such expenditure to the Treasurer or Secretary or other official of any institution without being bound to look after the application thereof and the receipt of any such Treasurer, Secretary or official shall be a complete discharge to the Trustees for such payment and for seeing to the application thereof, subject to necessary permission required under any law for the time being in force relating to public trust.
- i. To grant leases for such period and on such rent and on such terms and conditions (including an opinion to the leasee to purchase) as they may think fit and to accept surrender of any lease AND IT IS HEREBY DECLARED that any premia or fee shall be treated as income or as capital or partly as income and partly as capital as the said Trustees may think fit.
- j. 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 said trusts and powers on these presents.

- k. To do such other acts or things as are necessary in furtherance of the objects of the trust which will be in accordance with the law relating to the governance of the Trust and in accordance with such other law as are applicable to Trust.
- 19a. The said Trustees may meet together for the despatch of the business adjourn and otherwise regulate their meetings and proceedings as they may think fit.
- b. A resolution passed without any meeting of the said Trustees and evidenced by writing under the hand of the majority of the said Trustees shall be as valid and effectual as a resolution duly passed at a meeting of the said Trustees held in accordance with the provisions of these presents.
20. The receipt in writing of Chairman or the Managing Trustee or any two of the said Trustees or Trustee for the time being for any sums or sum or money paid to him or them by virtue of these presents or in the execution of any of the trusts or powers or a duly authorised secretary or Manager of the trust shall be sufficient and effectual discharge for the same respectively and that the person to whom such receipt shall be respectively given shall not be answerable or accountable for the loss or misapplication or non-application thereof or be in any way bound to see the application of moneys thereby acknowledged to be received.
21. The Trustees in their absolute discretion shall be entitled to donate the Trust Fund or corpus of the Trust Fund to any Trust, Institution or body which has its object of charitable nature passing a resolution in their meeting in this regard.
22. The Trustees in carrying out the object of the Trust shall be entitled to acquire by purchase or on lease or otherwise immovable properties of any tenure and in case of vacant land the Trustees shall be at liberty to erect buildings thereon and to do all acts necessary and incidental thereof.
23. It shall be lawful for the Trustees to pull down, renovate, rebuild, alter, adopt, improve, aid to, develop or repair any immovable property belonging to the Trust and to spend such amount for the same as may be necessary.
24. The Trustees shall have power to raise funds by way of loans in carrying out the objects of the Trust.
25. The Board of Trustees shall have full control as regards regulation, management, application and administration of the Trust properties whether capital or income, rent, interest and profit.
26. In case of any difference of opinion among the said Trustees for the time being in any manner concerning the said Trust including interpretation of these presents, the power of appointment of the said Trustees or any other matter or question relating to or arising out of the said Trust, the opinion of the chairman of the Trust shall prevail and be binding final and conclusive.

27. It shall be lawful for the Board of Trustees to compromise or compound any action, suit proceedings, difference or demand relating to the said Trust and/or of the said Trust Fund and/or its income upon such terms as they shall think proper and/or refer any such difference or demand to the arbitration and/or execute and do all instruments and things expedient for such purposes or any of them and in all cases in which any question of law or equality shall arise relating to the said Trust and/or the said Trust Fund and/or its income or any of them to settle and arrange the same, in such manner as they shall be advised by the Legal Advisers and/or to abandon or relinquish any claim relating to the said Trust or the said Trust Fund and/or its income or any of them as their legal Adviser shall advise and/or adjust, settle and approve all accounts relating to the said Trust and/or the said Trust Fund and/or its income fully and effectually as the said Trustees could do if they were the absolute owners of the said Trust Fund and/or its income and without being answerable or liable for any loss which may be occasioned thereby in anyway whatsoever.
28. The said Trustees shall be respectively chargeable only for such money or securities or other property as they shall respectively actually receive notwithstanding their respectively signing any receipts for the make of confirmity and shall be answerable and accountable only for their own acts, receipts, neglects or defaults and not for those of others not of any banker or other persons with whom or into these hands any Trust money or funds or securities may be deposited or come for any insufficiency or deficiency of any security not for any other loss unless the same shall happen through their own wilful default respectively.
29. The Trustees shall be entitled to and may reimburse themselves or pay and discharge out of the income of the said Trust Fund, and/or its income in priority to any other expense thereof, all expenses incurred by the said Trustees in or about the execution of the trusts and powers of these presents including the costs, expenses and fees to be incurred and paid on a change of investments, the expenses of keeping and publishing the accounts of the said Trust Fund, the Legal expenses and lawyers charges, etc. PROVIDED THAT ALL such costs and expenses as aforesaid shall in the first instance be met and defrayed whether settled or not from the income of the said Trust Fund so far as the same shall extend.
30. The said Trustees shall have power to regulate their proceedings and if necessary, to frame necessary rules and regulations for any purpose of the said Trust and for carrying out the objects of the said Trust or in connection with the meetings and from time to time repeal, amend, add to or alter the same.
31. The accounting year of the Trust shall be the financial year.

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32. The Trust is irrevocable and paramount intention of the settlor is to execute a Trust of a Public Charitable nature. However, the Trustees shall at any time by unanimous consent be entitled to alter, amend or change or add to the objects of the trust which are of a Public Charitable nature and utility as and when they think fit. And provided further that if at any time any of the objects mentioned hereinabove be deemed to be object not considered charitable or otherwise by any of the authority, the same shall stand deleted and the Trustees shall not spend any of the Trust funds on the said objects and in that event the Trustees shall have power to alter the Trust Deed so that the Trust income shall be exempt under the Income Tax Act and donors may get a rebate under section 80-G of the Income Tax Act. Any such alteration or amendment etc., in the Trust Deed shall be made with the prior approval of the Commissioner of Income Tax.
33. In the event of the dissolution or winding up of the Trust, the assets remaining as on the date of dissolution, shall under no circumstances be distributed amongst the Trustees, but the same shall be transferred to another charitable trust whose objects are similar to those of this trust.
34. In these prevents words importing, singular shall include plural and vice-versa and words importing masculine gender shall include the feminine and vice-versa,

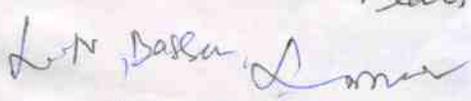
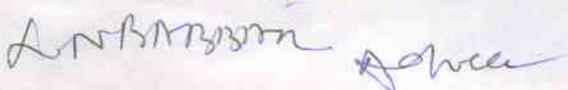
IN WITNESS WHEREOF the SETTLOR and the TRUSTEES have hereunto set their hands this 24th day of July, 2000.

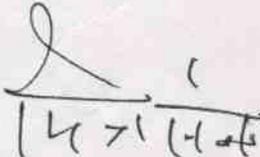
WITNESSES:

1. 
(SANDAY HASIDA)
S/O SH. T.R. HASIDA
413, A. J. CHAMBERS,
95/1, NAWALA, KAROL BAGH, NEW DELHI.

2. 
Sanjeev Ghai
S/O Sh. Hans Raj Ghai
160/24, Jawahar Nagar,
Rohtak - 124001

1) 
(NABEEL ASAD)
S/O SH. M. AKHTAR
H.O. BU-2, SAS Alals, Pitam Pura,
Delhi.

2) 
Anwar



1471 (1471)

1. (Ch. Mitter Sen Sindhu)
Settlor and Trustee


2. (Capt R S Sindhu)
Chairman

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01/x/03

13626 100Rs.

(B)



Delhi P932402/
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AMENDMENT OF TRUST DEED

An extract from minutes of Meeting of Sindhu Education Foundation held on 26th May, 2003, at C-101, New Multan Nagar, New Delhi-110058.

Shri Mitter Sain, founder trustee, through his Power of Attorney Shri Rajesh Gulati son of Shri H.R. Gulati resident of 49, Priya Enclave, Delhi-110092 vide power of attorney dated 30-09-2003, duly attested by Notary Public Delhi.

Resolved that para 2(1) of The original Trust Deed registration No.3405, Volume No.347, pages 9 to 19, Book No.I, on 07-08-2000, from Sub-Registrar, Sub-Distt.VIII, Delhi, be and is hereby amended as under:-

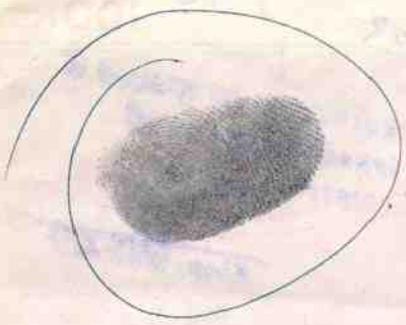
For - Advancement of any other object of general public utility (not involving the carrying on of any activity for profit)

Read - Advancement of any other object of general public utility including (but not limited to, Infrastructure, Development, Maintenance, Coaching, Training, Competitions etc., in the field of sports/ games activities and youth welfare activities (not involving the carrying on of any activity for profit).

Contd.page....2.

[Handwritten signature]





8102 11/10/03
 Sr. No. Date
 Sold to Sandhya Education Foundation
 R/o. at C-101,
 in Favour of New Multan Nagar,
 Purpose New Delhi - 56
 Through RAVI KUMAR
 Trustee New Delhi, Delhi.

Sandhya Trust Deed

T/Deed 11/10/03

नमो भगवते वासुदेवाय
 श्री गुरुभ्यो नमः
 श्री गणेशाय नमः
 श्री विष्णवे नमः
 श्री ब्रह्मणे नमः
 श्री शिवाय नमः
 श्री सूर्याय नमः
 श्री वायुनाथाय नमः
 श्री अग्निनाथाय नमः
 श्री जलनाथाय नमः
 श्री वायुनाथाय नमः
 श्री अग्निनाथाय नमः
 श्री जलनाथाय नमः

39
 Son. Rakesh Gulati
 Attorney of Sh. Mutter Lal
 founder trustee of Sandhya
 Education Foundation
 C-101 New Multan
 Ngr Delhi

Rakesh Gulati

RoSa
 01/10/03

[Signature]



11/10/03

Rakesh Gulati
 Attorney of Founder Trustee

Rakesh Gulati

[Signature]

11/10/03

CD LN - Bala
 @ Mangi Tsad

[Signature]

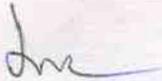
[Signature]

Further resolved that Ex. Capt. Abhimanyu Sindhu son of Ch. Mitter Sen Sindhu resident of Sindhu Bhawan, Sector-14, Rohtak, Haryana be and is hereby appointed as the Secretary of Sindhu Education Foundation with immediate effect.

In witness whereof, the trustee has signed this amendment of trust deed on this 1st day of October, 2003, in the presence of following witnesses:-

WITNESSES:-

1.



N. BABBAR Advoca.
14, Manu Apts. Mayur Vihar,
Phase-I, DELHI Tel. 2254037

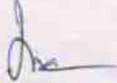

Attorney for Mitter Sen
FOUNDER TRUSTEE



2.


NAQI ASAD

Advocate
A-1/470, Shakarpur, Delhi-92
Ph. (R) 2022414, (C) 2022790


N. BABBAR Advocate
14, Manu Apts. Mayur Vihar,
Phase-I, DELHI Tel. 2254037



क्रमांक 11x103 नाम संख्या 13626
व्यक्तिगत बंधा नं० ०५ बंधी कागद नं० 1861
इ पृष्ठ नं० 24 से 25 सम्म बंध
संबंधित किया। बायें हस्तके बंधुता बिन्दु
द्वारा ही ठाबके जगारे यवें।


जयदीप
संकाय-18