



दिल्ली DELHI

D.S. D.K. Modi

D 834208

PP No. 7593

11/2/07
 08/10/07

2823

TRUST DEED

This DEED OF TRUST made this 2nd day of NOV 2007 by Dr. Devendra K. Modi, S/o Late Dr. Kedar Nath Modi 15 Friends Colony (West), New Delhi-110025 hereinafter referred to as "THE SETTLOR" which expression shall unless excluded by or repugnant to the executors be deemed to include his heirs, executors, administrators and representatives.

WHEREAS SETTLOR with the desire of establishing a TRUST for Public Charitable purposes, has appointed himself the founder Trustee and has made over a sum of Rs. 11000/- (Rupees Eleven Thousand only) to persons named herein below whom the SETTLOR has appointed under this deed as Trustees and they have also agreed to act as such

[Handwritten signatures]

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16323

- 7 NOV 2007



Dr D.K. Modi

To Late K N Modi

75 New Friends Colony
Gurgaon N2

- 7 NOV 2007




S. Bhatnagar



(2)

1. Dr. Devendra K. Modi ,S/o Late Dr. Kedar Nath Modi R/o 15 Friends Colony (West), New Delhi- 110025.
2. Mrs. Nidhi Modi , W/o Mr Manav Modi, R/o 15 Friends Colony (West), New Delhi- 110025
3. Mr. Shashi Kumar Nair, S/o Late Shri S. M. Nair R/o 1193, Sector-A, Pocket-C, Vasant Kunj, New Delhi
4. Mr. Atul Kumar Singh S/o Late Shri H.P. Singh, R/o House No.144, Sector 14, Gurgaon, Haryana.
5. Mr. Sanjay Gupta S/o Late Shri M. R. Gupta, 312, Sector31, Gurgaon, Haryana.
6. Mr.G. Rajakumar S/o Late Shri Gopla Pillai R/o H-15, Sarita Vihar, New Delhi- 110076

NOW IN WITNESSTH WHEREOF THIS DEED SETS OUT AS UNDER:

- 1 In order to give effect to the aforesaid desire, the SETTLOR has handed over to the TRUSTEES, the said sum of Rs.11000/- (Rupees Eleven Thousand only) to have and hold the same and the investments thereof for the time being representing the same together with all further gifts that may be received by the TRUST (hereinafter referred to as "The Trust Property" upon TRUST for public and charitable objects and purposes hereinafter expressed and with the powers and on the terms and conditions hereinafter declare concerning same.
- 2 That name of TRUST shall be **Dr. Kedar Nath Modi Foundation** with liberty to the trustees to change the same.
- 3 That REGISTERED OFFICE of the TRUST shall be situated at **15 , Friends Colony (West), New Delhi-110025.**
- 4 That the objects and purposes of the TRUST shall be :-

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RegNo. 2823

Date 08/11/2007

Deed Related Detail

Deed Name TRUST		TRUST	
Land Detail			
Tehsil/Sub Tehsil	Sub Registrar III	Area of Building	0
Village/City	Others	Building Type	शरीर घर
Place (Segment)	Others		
Property Type	Others		
Area of Property	0.00	0.00	0.00
Money Related Detail			
Consideration Value	0.00 Rupees	Stamp Duty Paid	0.00 Rupees
Value of Registration Fee	3.00 Rupees	Pasting Fee	1.00 Rupees

This document of TRUST TRUST

Presented by: Sh/Smt.

S/o, W/o

R/o

D.K.MODI

Kedar Nath Modi

15, Friends Colony West, ND

in the office of the Sub Registrar, Delhi this 08/11/2007 day Thursday between the hours of

Registrar/Sub Registrar
Sub Registrar III
Delhi/New Delhi

Signature of Presenter

Executed and presented by Shri M/s. D.K.MODI

and Shri / Ms. NP

Who is/are identified by Shri/Smt./K/n. Sanjay Kumar S/o W/o D/o N Ram E/o 492, Sunlight Colony-II, Hari Nagar, ND
and Shri/Smt./K/n Vishal Srivastava S/o W/o D/o M.P. Srivastava R/o B-1/41, Surya Nagar, Ghar

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

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

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

Registrar/Sub Registrar
Sub Registrar III
Delhi/New Delhi

Date 08/11/2007



(3)

- (i) To form and manage Universities and all kinds of other formal and informal educational institutions for the promotion of Secondary and Higher Education.
- (ii) To promote and organise social activities for the upliftment of backward and common people across all cast, creed and sections of the society.
- (iii) To open and maintain Technical, Management, Engineering, Bio-technical, Microbiology, Information Technology, Law, Medical, Paramedical, Science, Commerce, Social Studies, Language, Arts, Humanity, Vocational and/or other undergraduate/ post-graduate, educational institutions for imparting Industrial, Technical, Medical, Business Management and Information Technology and other education and research.
- (iv) To promote and do Education and Research in Medical and Life Sciences.
- (v) To help in the schemes of advance of education and for development of character of students and to educate them in physical culture.
- (vi) To do all other acts and affairs as may be necessary and/or for the attainment of the said objects.

AND IT IS HEREBY DECLARED that, if any one or more of the objects specified in this clause are held not to be objects of public charitable nature as defined by the Income Tax Act, 1961, or any statutory amendment or modifications thereof, the Trustees shall not carry out or spend any money on such object or objects but the validity of the Trust created by these presents as a Trust for public charitable purposes shall not in any way be affected.

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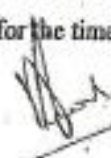
(4)

1. The objects of the TRUST shall be carried out in the Union of India and the Trust Property or the income thereby shall be spent and utilized for the purposes of the Trust in the Union of India.
2. The Trustees for the time being shall hold and stand possessed of the said property and the investments for the time being representing the same and all other sums and properties for the time being forming part of the Trust upon the Trusts for the charitable purposes and subject to the terms and conditions contained in these presents.
3. The Trustees shall be entitled to make any grant or donations for the furtherance of any objects of the Trust aforesaid.
4. The Trustees may accept any donation or contribution in cash or in kind from the SETTLOR or any other member of his family or any person or persons, firms or company or any other artificial Judicial person for the furtherance of the objects of the Trust or for any one or more of them upon such terms and conditions as they may in their absolute discretion think fit. The Trustee may also take over the management of any charitable or public institutions on such terms as they think fit and may manage such institutions.

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(5)

5. The Trustees shall be at liberty at any time to sell such portion or portions of the movable or immovable properties forming part of the Trust properties either by public auction or by private contract and on such terms and conditions and at such reasonable price as they [the Trustees] may decide from time to time and for that purpose to execute all necessary conveyance.
6. The Trustees may raise or borrow money required for the purpose of the Trust on a mortgage or pledge of the Trust properties or any part thereof, with or without any securities and at such rate of interest and such terms as they may in their discretion think fit.
7. The Trustees shall cause, true and accurate accounts to be kept for all money received and spent and of all matters in respect thereof in course of management or trust properties or in relation to the carrying out of the object and purpose of the Trust as well as of the assets, credits and effects of the Trust properties.
8. ~~The Trustees shall from time to time after meeting the expenses incidental to management of the Trust properties and of the trust decide the particular charitable object or objects for which the income or corpus of the trust properties for the time being available shall be applied.~~



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(6)

9. The Trustees may invest the trust fund or income thereof in the immovable and movable properties or in other investment not inconsistent with income Tax Act, 1961. Indian Trust Act or any other law for the time being force. *Provided that no such investment shall be made in any business or industrial undertaking where the SETTLOR or the Trustees are interested.*
10. The accounts of the Trust shall be audited every year by chartered Accountant to be appointed by the Trustees from time to time for this purpose.
11. The Trustees may from time to time and maintain in their own names or in the name of the Trust a banking Account or Accounts and operate the same.
12. The Trustees may pay all charges outgoing payable in respect of any immovable property for the time being forming part of the Trust fund and may carry out repairs required to be done to the same keep the same insured-against loss or damage by fire and may incur all other costs, charges and expenses of any incidental to the administrative and management of the Trust estate and the properties for the time being belonging to the Trust as their absolute discretion think fit.

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(7)

13. The Trustees may demise the immovable property or property or properties for the time being and from time to time belonging to the Trust either from year to year or for any term or year or on monthly tenancies at such rent and subject to such covenant and conditions as they may think proper and also accept surrenders of leases and tenancies and generally manage the same in such manner as they think fit.
14. The Trustees shall have full power to compromise or compound all actions, suits and other proceedings and difference and disputes touching the Trust Fund and / or the Trust properties and to refer any such difference or disputes to arbitration and to adjust and settle any accounts relating to the Trust Fund and / or the Trust Properties and to do all other acts and things as fully and effectually as if they were absolutely entitled to the Trust Fund and Trust properties with being liable or answerable for any loss occasioned thereby.
15. The Trustee may from time to time frame schemes and rules and regulations to carry out the objects of the Trust or otherwise for giving effect to the objects and purposes of the Trust and vary the same from time to time as the Trustees may in their discretion deem fit and proper.
16. The receipts granted by the Trustees or any one or more of them for any moneys, stocks, funds, shares, securities or investments paid delivered or transferred to them in exercise of the trusts or powers thereof shall

contd..8/p

(8)

effectually release and discharge the person or persons paying, delivering or transferring the same there from and from seeing or from being bound to see to the application thereof or being answerable for the loss or misapplication thereof.

17. The Trustees shall be respectively chargeable only for such moneys, stocks, the same of conformity and shall be answerable and accountable for their own acts receipts, neglects and defaults respectively and shall not be answerable one of the other or others of them nor for any banker, broker, or the persons with whom or into whose hands any trust money or securities may come or be deposited or given, nor for the insufficiency or deficiency of any stocks, shares, funds or other securities for any other loss unless the same shall happen through their willful default or negligence.

18. The Trustees shall be entitled at their discretion from time to time to start, discontinue, abolish and restart any charity or charitable institution, to impose any conditions to any subscription or donation made by them and to earmark any portion of the Trust Property or income for any particular object or objects.

19. The trustees may reimburse themselves and pay and discharge out of the Trust Fund all Expenses incurred in or about, the execution of the Trust's or any of their duties ~~including~~ reasonable traveling expenses but will not be entitled to remuneration.

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(9)

20. The minimum number of Trustees shall be three.
21. The Trustees with not less than 3/4th majority may appoint new trustees for a limited period or permanent trustees.
22. The quorum for a meeting of the Trustees shall not be less than half of the number of the then Trustees. All the Trustees shall form a board of Trustees.
23. The Trustees may appoint or nominate one of their member as the Chairman/Managing Trustee for the such time as may be determined by the Trustees and such Managing Trustee shall continue to act as such until another managing Trustee is appointed in his place.
24. The board of Trustees at their discretion may appoint any person approved by them to act as Secretary/Honorary Secretary to look after day-to-day duties of the Trust or any other duties that may be assigned to him by them.
25. Any Trustee may retire at any time without assigning any reason and without being responsible for any cost occasioned by such retirement.
26. The surviving or continuing Trustees may act, notwithstanding any vacancy in their body provided however that if the number of Trustees shall fall below three, the minimum fixed by these presents, the Trustees shall not, except for the purpose of filling any vacancy, act, so long as the number is below the said minimum.

contd...10/p

27. All question arising at the meeting of the Trustees shall be decided by: majority votes and in case or equality of votes, the Chairman shall have a second or casting vote, provided however that notwithstanding any thing herein stated no question dealing with the disposal, transfer or mortgaged of the corpus of any of the Trust Properties will be decided and disposed off except with the consent of a least three-fourth majority of all the Trustees for the time being.
28. The Trustees may delegate any of their power to a committee consisting of such person or persons whether members of their body or not as they may think fit.
29. All meetings of the Trustees shall be held at such place as may be decided by the Trustees from time to time however, the first meeting will be held at the Registered Office of the Trust.
30. A Trustee, who is unable to be present at a meeting of the Trustees, may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matters concerned.
31. The minutes of the proceedings of every meeting of the Trustees shall be entered in a book to be kept for the purpose and signed by the Chairman of such meeting ~~at the following meeting~~ when they are ready over and shall when so entered and signed be conclusive evidence of the business and other matter transacted at such meeting.

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32. On a new Trustee being appointed and on his signing the minute book to the effect of his having taken charge, the property shall vest in him and he will be entitled to carry out all the duties and functions of a trustee and it shall not be necessary to make or execute any formal transfer of assets in his favour. The Property shall be deemed automatically to have been transferred in favour of the Incoming Trustee. The intention being that the property and the assets of the Trust shall vest and remain vested in the Trustees for the time being of the Trust without the necessity of a formal transfer in favour of any new trustee who may be appointed.
33. The Trustees may from time to time, out of the Income of the Trust Fund set apart such sums as they may think proper as reserve or reserves which shall at the discretion of the Trustees be applicable for any of the purposes of the Trust hereby created, provided nevertheless. That in setting apart such incomes as reserve and applying the same for the Trust, the Trustees shall conform to the provisions of the Indian Income Tax Act for the time being in force so that the exemption of the income of the Trust Fund from Income Tax may not be effected or jeopardized in anyway.
34. The Trustees shall not utilize the Trust Fund or any part thereof for any purpose other than for such charitable purposes as are defined by the Indian Income Tax Act, 1961, or any statutory modification or amendments thereof.

contd..12/p

35. Any conveyances, mortgages, re-conveyances, lease or any other deeds, documents and assurances whatsoever may be signs, executed and registered by any Trustee in that behalf and such conveyance mortgaged, reconveyance, lease or other deeds, documents and assurances so signed by any one or more of the Trustees shall be deemed to be signed executed and registered by all or on behalf of all the Trustees for the time being.

36. If and so often as any of the Trustees hereby appointed or any future Trustee or Trustees hereof shall die or reside out of India for more than six months or become bankrupt or is convicted or retire from or refuse or become unfit or incapable to act as a Trustee of these presents then the SETTLOR if willing to act or failing him the Trustees for the time being of these presents or if there shall be no surviving or continuing Trustee or Trustees then the retiring or refusing Trustee shall if willing to act in the execution of trust of these presents, be considered as continuing Trustees and failing them the executors or administrators of the last mentioned Trustee or Trustees shall be entitled to appoint any person or persons to be Trustee or Trustees in place of the Trustees so dying or going to reside out of India or becoming bankrupt or convicted of any offence of ~~involving moral turpitude or desiring to retire or refusing or becoming~~ unfit or incapable to act as aforesaid.

37. In the event of all or any of the objects of the Trust becoming difficult or impossible from being pursued or carried out effectively, the Trustees for the time being may unanimously decide to bring the existence of the Trust


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(13)

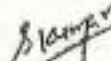
to an end and may transfer all its assets as on that date of such dissolution to any suitable public Charitable Trust/ Institution. Further, if the Trustees for the time being think that the objects of the Trust could be furthered more beneficially and effectively, they the objects of the Trust could be furthered more beneficially and effectively, they may by their unanimous decision decide to merge this Trust with any other Trust and all the property of this Trust shall be of the Trust with which this has merged.

Signed on the day month and year first written above in presence of these present.

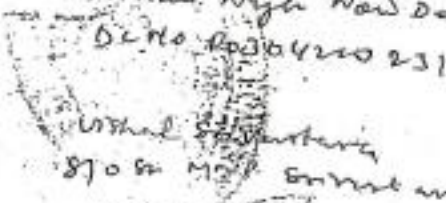

SETTLOR


Dr. Devendra K. Modi

WITNESSES:

1. Sangay Kumar 
870 Sh. Water Ram

2. P.P. 49, Sun light Ch. B
Kali Nagar New Dal
Disto. P.O. 2310537


Kali Nagar
870 Sh. M. Sangay Nagar
Disto. P.O. 2310537

Date: 12.10.2025

Reg. No. 2823 Reg. Year 2007-2008 Book No. 4



1st Party पक्षक

Ind Party



Witness गवाह

1st Party

Ind Party

1st Party पक्षक :- D.K.MODI

Ind Party गवाही :- NP

Witness गवाह Sanjay Kumar, Vishal Srivastava

Certificate (Section 60)

Registration No. 2823 in additional Book No. 4 Vol No 3,939
on page 106 to 118 on this date 08/11/2007 day Thursday
and left thumb impressions has have been taken in my presence.

Date 08/11/2007

Sub Registrar
Sub Registrar III
New Delhi/Delhi

