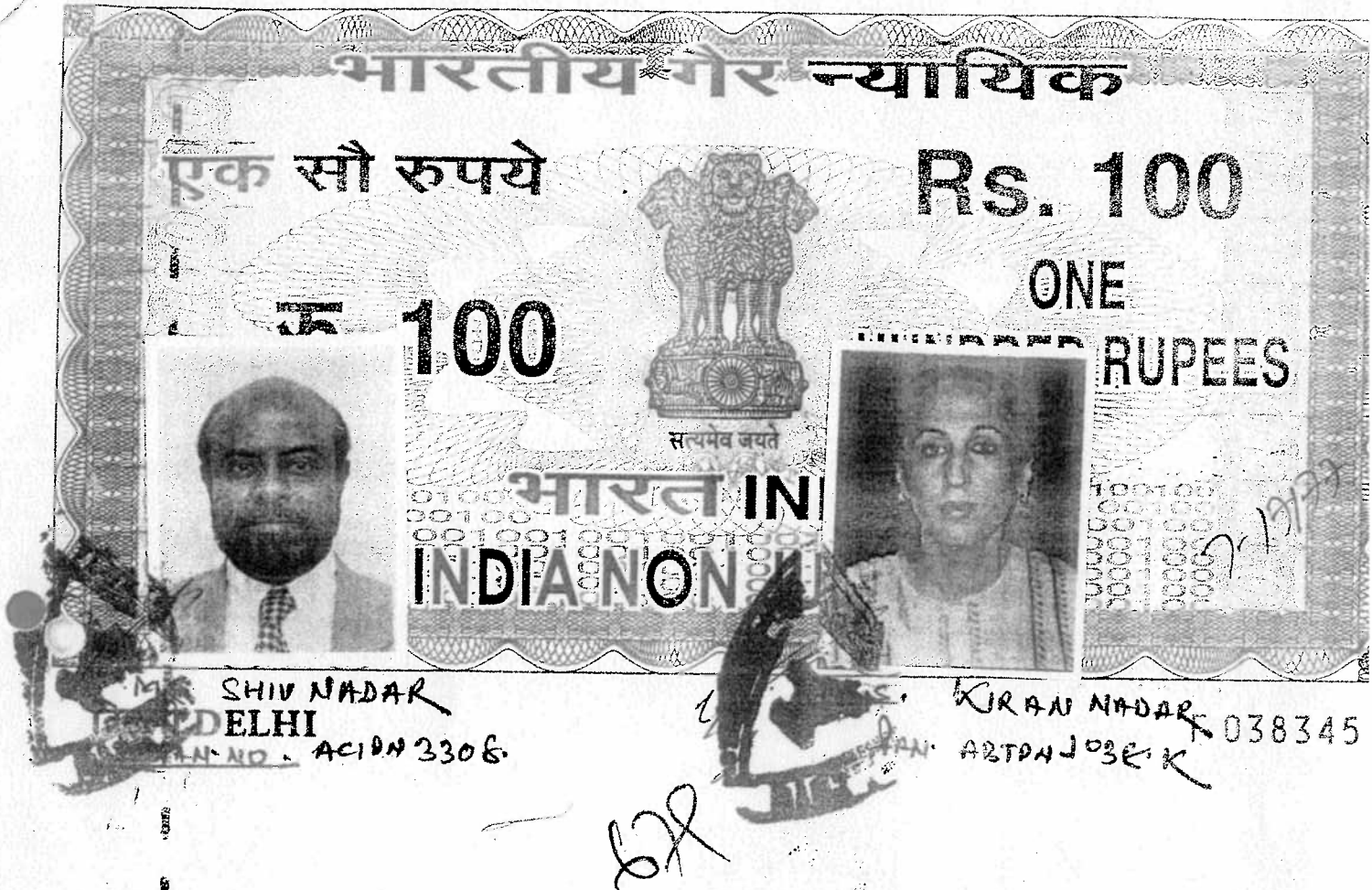




TRUST DEED

THIS DEED OF DECLARATION OF TRUST made at Delhi this 10th day of JUNE, 2008 between SHRI SIVA PRASAD SIVASUBRAMANIAM NADAR (popularly known as "Shiv Nadar" and hereinafter referred to as such) son of Late Shri Sivasubramaniya Nadar, residing at No. 44, Friends Colony, New Delhi (hereinafter also referred to as the "Founder", which expression shall, where the context so permits, be deemed to include his executors, administrators, heirs and successors in interest) of the ONE PART;

AND

1. Shri SHIV NADAR, son of Late Shri Sivasubramaniya Nadar, aged about 63 years, residing at No. 44, Friends Colony (East), New Delhi-110 065;
 2. Mrs. KIRAN NADAR, wife of Shri Shiv Nadar, aged about 57 years, residing at No. 44, Friends Colony (East), New Delhi-110 065;
- (hereinafter collectively called the "Trustees", which expression shall include the Trustee(s) from time to time of the Trust) of the OTHER PART.

WHEREAS the Founder is desirous of creating and establishing a Trust for the purpose of imparting sound education (with opportunity for research and development), for eradication of illiteracy and poverty, for alleviating of human suffering and for the qualitative and quantitative improvement of human life in all its aspects for the public benefit;

Reg. No. 679 Reg. Year 2008-2009 Book No. 4



Ist Party न्यासकर्ता



IInd Party न्यासी



Witness गवाह

Home Presentation w/c
Receipt No. 75589 (35)
dt. 8/8/08 Rs. 36/-
SR-VII

Ist Party

IInd Party

Party न्यासकर्ता :- Shiv Nadar

d Party न्यासी :- Kiran Nadar

tness गवाह Sunil Kumar Shrivastava, NEELESH Agarwal

Certificate (Section 60)

egistration No. 679 in additional Book No. 4 Vol No 1,389

page 1 to 14 on this date 08/08/2008 day Friday

and left thumb impressions has/have been taken in my presence.

te 08/08/2008

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Sub Registrar

Sub Registrar VII

New Delhi/Delhi

AND WHEREAS the **Founder** has set apart Rs.1001/- (Rupees One Thousand One only) as the nucleus of the fund for the Trust;

AND WHEREAS the **Trustees** aforesaid have agreed to act as the trustees of the Trust in accordance with the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:

(1)(a) The **Trust** shall mean the trust hereby created by this Deed of Declaration of Trust which shall include all amendments lawfully made to the Deed of Declaration of Trust.

(b) The name of the **Trust** shall be "SHIV NADAR FOUNDATION", which name cannot be changed or altered except by the **Founder**.

2. The office of the **Trust** shall in the first instance be situated at No. 44, Friends Colony (East), New Delhi-110 065. It shall be open to the **Trustees** to shift the office of the **Trust** to such other location(s) as may be determined by the Trustees from time to time.

3. **Trust Property**

(i) The **Founder** for effectuating the aforesaid desire, and in consideration of the terms stated herein doth hereby set apart, endow, give, grant, make over and deliver to the **Trustees**, the said sum of Rs.1001/- (Rupees One Thousand One only) to form the nucleus and corpus of the property and fund of the **Trust** (the receipt whereof the **Trustees** do hereby admit and acknowledge). The **Trust** possesses, at present, no immovable property, but is free to purchase or otherwise acquire the same or the use thereof in accordance with law.

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

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

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- (d) All additions, accretions and augmentations to the **Trust Property**.
 - (e) The income from the **Trust Property**.
- (iii) The **Trustees** shall hold and stand possessed of the **Trust Property/Trust Fund** upon trusts and subject to the powers, provisions, agreements and declarations hereinafter contained and concerning the same.

4. **The objects of the Trust**

The objects of the **Trust** shall be:

- (i) To establish, maintain, run, develop, acquire, take over, improve, extend and encourage and/or to aid and assist in the establishment, maintenance, running, development, acquisition, take-over, improvement, extension and encouragement of schools of all kinds (including Kindergartens, elementary schools, primary schools, secondary schools and high schools), colleges and other institutions of training or learning of all kinds (including industrial, technical, technological, vocational and professional, and for arts, crafts and sciences) and generally every manner of educational institutions including (but not limited to) universities or deemed universities with such departments, institutions, off campus study and other centres of learning and/or excellence.
- (ii) To establish, maintain, run and/or to aid and assist in the establishment, maintenance, and operation of hostels, residential quarters, dormitories and/or other places and facilities of residence of all kinds, places and facilities for recreation, leisure, sport and mental, physical and spiritual upliftment of students, faculty and others connected with the institutions of the Trust.
- (iii) To establish, maintain, run, develop, acquire, improve and extend and encourage and/or to aid or assist in the establishment, maintenance, running, development, acquisition, improvement and extension of facilities for research and development in all fields of learning, sciences and/or application and for self-help and expression in all fields of art, craft and science, including through libraries, reading rooms, study rooms and other facilities as are calculated to be of use in imbibing, imparting, extending and/or encouraging invention,

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innovation and/or expression, and to develop and/or acquire for purpose or otherwise for use or exploitation by the **Trust** trade marks, patent rights, copyrights, designs and other intellectual property rights whatsoever.

- (iv) To assist by providing grants-in-aid, stipends, scholarships, fellowships, food, clothes, boarding, lodging, books and other course material or otherwise howsoever to the poor, needy and/or deserving students to pursue studies of all kinds, research and development and other inventive and/or innovative activities in any and all lawful fields, whether in institutions owned, established, maintained, operated and/or facilitated by the Trust or otherwise.
- (v) To conduct and/or organize and/or assist in the conduct and organization of all other activities calculated directly or indirectly to advance the cause of education and learning in all fields and subjects, including through the medium of debates, lectures, seminars, exhibitions, expeditions, work shops, dances, operas, cinemas, theatres, out-door amusements, meetings and classes.
- (vi) To grant awards, rewards, prizes, recognitions and honours to eminent personalities who have distinguished themselves in any field of activity relevant to the public good or benefit, including in the fields of education, invention, innovation and application of knowledge, arts and crafts, spiritual upliftment, charity, self-help and amelioration of pain, suffering and/or poverty.
- (vii) To organize, conduct, promote or facilitate and/or to help in organizing, promoting and/or facilitating programs for the formal and non-formal education of illiterate or semi-literate adults, the mentally and physically challenged, and others with special needs and/or requirements.
- (viii) To prepare, edit, print, publish, issue and circulate books, magazines, papers, periodicals, circulars, journals and other literary publications, dealing with or bearing upon education, medical and social relief or any other objects of the **Trust**.
- (ix) To establish, maintain, run, develop, acquire, improve, extend and to aid and assist in the establishment, maintenance, running, development, acquisition, improvement and extension of hospitals, clinics, dispensaries, maternity and other homes, sanatoria, and other centres, institutions and facilities for the

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treatment, cure, rest, recuperation and welfare of the sick, diseased, suffering and mentally and/or physically challenged, with or without associated facilities for the education, training and development of physicians, surgeons, specialists, nurses, pharmacists, cardiologists, therapists, and medical personnel and technicians of all kinds and fields.

- (x) To assist in the amelioration of poverty and of the socially and economically underprivileged or distressed by operating or assisting in the operation of free or subsidized kitchens and/or shelters and/or by provision of food, clothing and other facilities and grants in cash or kind and/or by teaching and providing them the means, skills and tools of improvement and self-help.
 - (xi) To build, erect and construct and to aid and assist in the construction of homes and other facilities for the care of the destitute, orphans, aged and handicapped.
 - (xii) To make contributions to or provide assistance by way of grants or otherwise in cash or in specie to any other public charitable trust or institution having all or any objects similar to the objects of the **Trust**.
 - (xiii) To conduct all activities and to do all acts, deeds, matters or things as are incidental or ancillary to or in the furtherance of the above object(s) or any of them.
5. The **Trust** will not carry on any activity with the object of earning distributable profits or any kind, nor shall directly or indirectly distribute any profit, income or like benefit to the Founder, Trustees or any other person(s).
 6. The benefits of the Trust shall be open to all, irrespective of caste, creed, colour, religion, languages, age or sex.
 7. In the event of dissolution or winding up of the Trust, the **Trust Property** or **Trust Fund** remaining after meeting the liabilities of the **Trust** shall be distributed by handing over the same to one or more trust(s) or institution(s) which has or have similar objects to those of the **Trust**, and no part thereof will be distributed to the **Founder** or to his relatives or to the **Trustees** or otherwise than as specified above.
 8. The Trust shall not carry on any activity outside India.

9. **TRUSTEES:**

(A) (i) Ms. Roshni Nadar, daughter of the **Founder**, be and is hereby appointed as a **Trustee** of the **Trust** in addition to the Trustees specified hereinabove. Consequently, the present Trustees of the **Trust** are the following members from the **Founder's Family**:

1. Shri Shiv Nadar (**Founder**);
2. Mrs. Kiran Nadar;
3. Ms. Roshni Nadar

(ii) The number of Trustees shall be not more than five (5).

(iii) (a) Subject to the provisions of Clause 9(A) (iv) hereof, as long as there shall exist sufficient members of the **Founder's Family** capable of and willing to act as trustees, at least three (3) trustees shall be persons belonging to the **Founder's Family**.

(b) Trustees belonging to **Founder's Family** shall have the power to unanimously increase the number of **Trustees** upto five (5), including by the appointment as **Trustee(s)** of persons from outside the **Founder's Family** in accordance with the provisions hereof. However, at no time shall the number of **Trustees** from outside the **Founder's Family** be equal to or exceed the number of **Trustees** belonging to the **Founder's Family**.

(iv) If there shall not be in existence at any time a Member of the **Founder's Family** who has attained the age of 21 (Twenty One) years and who is willing to act as **Trustee**, but there shall exist one or more members of the **Founder's Family** who have not attained such age, then until there shall exist a member of the **Founder's Family** who has attained the age of 21 years and is willing to act as trustee, there shall be three (3) **Trustees** of the **Trust** who shall be nominated by the Chairman of the HCL Corporation Limited at the relevant time, and in the absence of a Chairman, shall be nominated by the Managing Director of HCL Corporation Limited, and in the absence of a **Managing Director**, shall be nominated by the CEO of HCL Corporation Limited (by whatever name called). Such Chairman/Managing Director/CEO shall be entitled to nominate himself or herself as **Trustee**. The three **Trustees** so appointed shall jointly manage the affairs of the **Trust** till the minor from the **Founder's Family** attains the age of 21 (twenty one) years and has become a **Trustee** of the **Trust**.

Shri Shiv Nadar

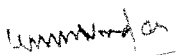
Roshni Nadar

(B) **Managing Trustee:**

- (i) The **Founder** shall be the first Managing Trustee for life. After the life time of the **Founder** or should prior thereto the Founder resigns or become incapable of acting, his wife Mrs. Kiran Nadar, who is a **Trustee**, shall be the Managing Trustee for life in his place and stead, and should she predecease the Founder or be unwilling to act or become incapable of acting as the Managing Trustee, then the **Founder's** daughter Ms. Roshni Nadar, who is also a **Trustee**, shall be the Managing Trustee for life
- (ii) Subject to Clause 9(B)(i) hereof, the **Trustee(s)** at the relevant time who belong to the **Founder's** Family shall nominate from amongst them the Managing Trustee of the **Trust**. The Managing Trustee so nominated shall hold office for such period and shall exercise such powers of the Managing Trustee as the **Trustees** at the relevant time entitled to nominate such Managing Trustee shall at their discretion determine.
- (iii) If there is not in existence any person belonging to the **Founder's** Family or if there is no such person from the **Founder's** Family who is willing to act as **Trustee(s)** or if there is no such person from the **Founder's** Family who is traceable inspite of best bona-fide attempts made to trace such person, then the **Trust** along with all the **Trust Property** (movable and immovable) and all educational and other institutions of the **Trust** shall vest in the President of India and/or in such person(s), body(ies) or authority(ies) as the President of India may deem fit to nominate for the purpose of vesting all or any of the institution(s) of the **Trust** and the property(ies) relevant to such institution(s), subject to the condition that each institution under the umbrella of the Trust shall in perpetuity bear and carry and continue to be known by the name given to it before such vesting, and in default of such name, shall in perpetuity carry and be known by the name of the **Trust**.

(C) **Founder's Family:**

- (i) For the purposes of these presents, the "Founder's Family" shall mean the **Founder**, the wife of the **Founder**, Mrs. Kiran Nadar, the **Founder's** daughter, Ms. Roshni Nadar, her children and their direct lineal descendants, which expression shall include an adopted child of a direct lineal descendant but will not include any of their spouses or the spouses of their descendants.




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

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

- (i) The **Trustees** belonging to the **Founder's Family** shall hold office for life.
- (ii) The **Trustees** who are not persons belonging to the **Founder's Family** shall hold office for a term of three (3) years, whereafter they shall cease to hold office as **Trustees** unless reappointed in accordance with the provisions of the Trust.

(E) **Resignation of Trustees**

- (i) Subject to Clause 9(E) (ii) hereof below, a **Trustee** shall be entitled to resign from the position of **Trustee** by giving one month notice in writing to the other **Trustees** for the time being.
- (ii) A sole **Trustee** of the **Trust** shall not be entitled to resign from the position of **Trustee** unless such **Trustee** shall have appointed other **Trustee(s)** in accordance with the provisions of this Clause 9, and if that shall for any reason be not possible, then unless the **Trust Property** is vested in accordance with the provisions of Clause 9(B)(iii) hereof.

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

- (i) The Managing **Trustee** may be permitted to exercise all or any of the following powers:
 - (a) To appoint sub-committee or sub-committee(s) for the management of any University, deemed University or other institution(s) or undertaking of the **Trust**, and such sub-committee(s) shall act in accordance with the directions and powers given to them by the Managing **Trustee** in writing.

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- (b) To make, alter, rescind any rules and regulations for the effective management and administration of the **Trust** or any institution(s) or undertaking of the **Trust**.
- (c) To receive for the objects of the Trust donations, contributions, endowments, grants and legacies from individuals, charities, other trust funds and institutions, the University Grant Commission and Governments (State or Central) and the bodies or authorities through whom they disburse their funds, on such terms and conditions as may be accepted by the Managing Trustee.
- (d) To apply the whole or any part of the **Trust Property** or **Trust Fund**, whether capital or income, towards payment of expenses of the **Trust** or towards all or any of the purposes of the **Trust**.
- (e) To purchase or acquire by any means any land or building or property, movable or immovable for the **Trust**, and to delegate such power to such person(s) and for such purpose(s) as the Managing Trustee shall deem necessary.
- (f) To develop, build or cause to be developed or built and to sell, transfer or gift or exchange or lease or hire or license or otherwise alienate any land, building and movable and immovable property of every description belonging to the **Trust**.
- (g) To enter into contracts on behalf of the Trust and to rescind them.
- (h) To appoint, terminate, suspend or otherwise deal with the staff and employees of the **Trust** and any of its universities, deemed universities or institutions
- (i) To directly or indirectly construct new building(s) or structure(s) or rebuild, improve, enlarge or add to all or any one or more of the buildings of structure forming part of the **Trust Property** by application of the **Trust Fund** or otherwise under any agreement or arrangements either for the use of the **Trust** or generate income for application towards achieving the objects of the **Trust** or any of them.
- (j) To add, modify, close or replace any existing institution or center belonging to the **Trust**.
- (k) To incur all necessary expenses in connection with the **Trust** and its management and activities.

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- (l) To do all acts, deeds and things as may be necessary for carrying out all or any of the objects and activities of the **Trust**.
- (m) To delegate any powers in respect of the administration of the **Trust** and the universities, deemed universities and institutions belonging to or run by the **Trust**, to such person or body and to such extent and in such manner as the Managing Trustee shall think fit
- (n) To dissolve or wind up the **Trust** and to distribute the **Trust Property/Trust Fund** in accordance with the provisions of Clause 7 hereof.
- (ii) So long as Shiv Nadar, Kiran Nadar, and Roshni Nadar shall be the Managing Trustees they shall exercise all of the specified powers in Clause 10(i) hereof as Managing Trustees, in addition to the powers conferred on them or any of them as Trustees or otherwise elsewhere in these presents .
- (iii) All other Managing Trustees shall exercise such of the powers specified in Clause 10(i) hereof as may be delegated to them by the Trustees from time to time in accordance with these presents provided that except for the powers vested in Mr. Shiv Nadar, Mrs. Kiran Nadar and Ms. Roshni Nadar in their capacity as Managing Trustee, no other Managing Trustee may be delegated or vested with the power to sell, transfer, gift, exchange or otherwise alienate any land, building or other immovable property belonging to the Trust or to dissolve or wind up the **Trust**.

11. **Powers of Board of Trustees:**

- (i) The Board of Trustees shall have and exercise the following powers:
 - (a) To open accounts in any Scheduled Banks and operate the same in the name of the Trust and such bank accounts may be operated by the Managing Trustee and or by such **Trustees** or other person(s) nominated for the purpose by the Managing Trustee or by the Board of Trustees.
 - (b) To apply the **Trust Funds** in such manner as deemed fit and proper for achieving the objects of the Trust.

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- (c) To authorize receipt of, receive, collect and enforce recovery of all monies due or payable to the **Trust** and grant necessary receipts and discharge thereof.
- (d) To appoint any person to receive notice and to appear before courts, tribunals, public offices, and judicial and quasi-judicial authorities of all kinds on behalf of the **Trust**.
- e) To appoint any person to prosecute and defend all suits and other legal proceedings for or against the **Trust** and to appoint and remove lawyers for the purpose.
- f) To organize and establish printing press and print and publish all and whatsoever is required to be printed or published to achieve the objects of the **Trust**.
- g) To invest the funds of the **Trust** in any security only in accordance with the provision of Section 13(1)(d) read with Section 11(5) of the Income Tax Act, 1961.
- h) To consider such of the matters, as may be referred to the Board of Trustees from to time to time, by the Managing Trustee.
- i) To apply for and obtain grants or loans from Government or other person or authority for the purpose of the **Trust** on such terms and conditions as the **Trustees** may think fit in regard to security and interest and shall for this purpose, be entitled to execute, or authorize anybody to execute such mortgage or charges or other security on or over the **Trust Property** or any part thereof as may be necessary to secure such loan.
- j) To appoint a Managing Trustee (after Mr. Shiv Nadar, Mrs. Kiran Nadar and Ms. Roshni Nadar shall have ceased to be Managing Trustee) in accordance with the provisions of the **Trust** and to delegate to such Managing Trustee such of the powers of the Managing Trustee as are capable of delegation under Clause 10(iii) hereof.
- k) In the absence of a Managing Trustee appointed under Sub-Clause (j) above or in the absence of the delegation of relative powers to the Managing Trustee under Sub-Clause (j) above, to exercise such of the powers of the Managing Trustee under Clause 10(i) hereof as have not been

Shiv Nadar

Shiv Nadar

delegated to the Managing Trustee under Clause 10(iii) hereof.

ii) The Board of Trustees shall act through resolution passed at a properly summoned and quorate meeting of the Board of Trustees. For a resolution to be passed at a meeting of the Board of Trustees (A) a written notice of the meeting shall have been given to all the Trustees for the time being; (B) The resolution shall have been passed unanimously or by a majority of the **Trustees** present; and (C) As long as Shiv Nadar, Kiran Nadar or Roshni Nadar shall be the Managing Trustee, such Managing Trustee shall have signed the Minutes of the Meeting recording his/her approval of the resolution, and thereafter, as long as there shall exist **Trustees** who are members of the **Founder's** Family they shall have signed the minutes of the meeting recording their approval of the resolution.

iii) Notwithstanding anything stated in this Trust Deed, except for the powers vested in Shri Shiv Nadar, Mrs. Kiran Nadar and Ms. Roshni Nadar acting in their capacity as Managing **Trustees**, the Board of Trustees shall not have the power to sell, transfer, exchange or otherwise alienate any land, building or other immovable property belonging to the **Trust** or to dissolve or wind up the **Trust** except pursuant to the provisions of Clause 9(B)(iii) hereof.

12. The Managing Trustee and other **Trustees** may reimburse himself or themselves or pay or disburse out of the **Trust Fund** all expenses properly incurred by him or them, in the execution of the **Trust** and in discharge of duties imposed on him or them under this Trust.

13. The income and funds of the **Trust** will be solely utilized towards its objects and no portion of it will be utilized for payment to **Trustees** by way of profit, interest, dividends or the like.

14. No act or proceedings of the Board of Trustees or of the Managing Trustee shall be deemed to be invalid by reason only of a defect in the appointment or constitution of the Board of Trustees or any member thereof, on the ground that any member of the Board of Trustees was not entitled to hold or continue in office by reason of any irregularities in his appointment or by reason of such act having been done or proceeding taken during the period of vacancy in the office of the Managing Trustee or any other **Trustee**.

Shiv Nadar

Kiran Nadar

Provided that as long as there shall exist Trustees who are members of the **Founder's** Family, all **Trustees** who are members of the **Founder's** Family shall have approved in writing the act and proceedings of the Board of Trustees or of the Managing Trustee, as the case may be, sought to be validated by virtue of provisions of this clause.

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

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

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

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

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

The **Founder** of the **Trust** during his life time and after life time of the **Founder**, his wife Mrs. Kiran Nadar as long as she is Managing Trustee, and thereafter his daughter Ms. Roshni Nadar shall have the power to add to, alter or amend in any manner any provision(s) of the Trust Deed. Thereafter, the **Trustee(s)** of the **Founder's** Family acting

Kiran Nadar

Roshni Nadar

unanimously shall have the power to add to or alter any provision(s) of the **Trust Deed**, provided that such addition or alteration will be carried out **only with** the approval of the Commissioner/Director of Income Tax (Exemption) or other authority concerned with exempting the income of the **Trust from** Income Tax, as the case may be.

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

19. The **Trust** hereby created is irrevocable.

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

SIGNED AND DELIVERED by the
above-named **SHIV NADAR** in his
capacity as Founder
in the presence of:

Shiv Nadar
(SHIV NADAR)

1. Neelesh Agarwal
B-140, Sector 19, Noida
2. Sunil K. Shrivastava
SUNIL K. SHRIVASTAVA, Sp. M. P. SHRIVASTAVA
12, AKRITI APTT, PLOT NO. 62
PATPARGANJ, DELHI - 110092
Dist. - 1071 22004 3 26840

SIGNED AND DELIVERED by the above-named
SHIV NADAR in his capacity as Trustee
in the presence of:

Shiv Nadar
(SHIV NADAR)

Neelesh Agarwal

B-140, Sector 19, Noida

Sunil K. Shrivastava
SUNIL K. SHRIVASTAVA
12, AKRITI APTT, PLOT NO. 62
PATPARGANJ, DELHI - 110092

SIGNED AND DELIVERED by the above-named
KIRAN NADAR as Trustee
in the presence of:

Kiran Nadar
(KIRAN NADAR)

1. Neelesh Agarwal
B-140, Sector 19, Noida

2. Sunil K. Shrivastava
SUNIL K. SHRIVASTAVA
12, AKRITI APTT, PLOT NO. 62
PATPARGANJ, DELHI - 110092