

X2
X1
5100-

8/4/8 Date 25/3/18
Paper of Rs. 1000
to
Address
brought

Sh. Ravinder Taneja
S/o Sh. N.D. Taneja
9 K.G. Marg
New Delhi-110017

Sub
Delhi
New

N.D. Taneja Trust Deed.

N.D. Taneja

[Handwritten Signature]



Manager
T.D.I. International School
Sector-59, Kundli (Sonapat)
Affiliation No. 531495

[Handwritten Signature]
PRINCIPAL

T.D.I. International School
Sector-59, Kundli, Sonapat

M. Kaur

Auth. Signatory

TDI INTERNATIONAL SCHOOL
SEC-59, KUNDLI, SONEPAT

[Handwritten Signature]
[Handwritten Signature]



9893

दिल्ली DELHI

WHEREAS:

A. The Settlor are desirous of establishing or running schools, colleges or other institutions for promoting and imparting education for advancement of boys and girls in science, arts, commerce and vocational pursuits and to develop character of the students as well as to educate them in physical culture. The Settlor may also decide to impart education to deserving and needy students for which they may prescribe criteria. The Settlor intends to make provisions to start an educational institute in various states of India for establishing facilities for education for the benefit of students, such provisions being made in terms of this Deed, which shall be deemed to form part of these presents.

B. To promote education by establishing and managing educational institution like schools, colleges, universities and other educational institutions, scientific, commercial, industrial and technical and do all the things that are necessary for establishment, management and promotion of such institutions. To establish and maintain a boarding house for the students who receive education in the school. The Trust may also take up the managements of such institutions established by any similar Trust or Association registered under the Societies Registration Act or any other enactments in force or that may be brought into force by the State or Central Government.

[Signature]
PRINCIPAL
 T.D.I. International School
 Sector-59 Kundli, Sonipat

[Signature]
Manager
 T.D.I. International School
 Sector-59, Kundli (Sonipat)
 Registration No. 531405

324

Deed Related Detail

Deed Name TRUST

TRUST

Land Detail

to 8648 Date 20/3/08 Area of Building 0 बंग फ्लट
 Tehsil/Sub Tehsil Sub Registrar VII Delhi this paper of Rs. 10.00 Building Type Sub Registrar
 Village/City Kasturba Gandhi Marg
 Place (Segment) Kasturba Gandhi Marg
 Property Type Institutional
 Area of Property 0.00

Consideration Value 42,000.00 Rupees

Stamp Duty Paid 2,520.00 Rupees

Value of Registration Fee 3.00 Rupees

Pasting Fee 1.00 Rupees

This document of TRUST

TRUST

R/o

Presented by: Sh/Smt.

S/o, W/o

9 K.G.marg ND

N.D. Taneja

Late G.D.Taneja

do

D.N. Taneja

do

in the office of the Sub Registrar, Delhi this 02/04/2008 day Wednesday between the hours of

Rohini
Registrar/Sub Registrar
Sub Registrar VII
Delhi/New Delhi

Signature of Presenter

Executed and presented by Shri/Ms. N.D. Taneja, D.N. Taneja

and Shri / Ms. Ravinder Taneja, Kamal Taneja

Who is/are identified by Shri/Smt/Km. Mayank Bhushan

S/o W/o D/o T.N.Upadhyay R/o A124 Pandara Road ND

and Shri/Smt./Km Ranjit taneja S/o W/o D/o T.R.Taneja R/o O-410.D.S. Lajpat Ngr -4 ND

(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 of the executant has been affixed in my presence



Rohini
Registrar/Sub Registrar
Sub Registrar VII
Delhi/New Delhi

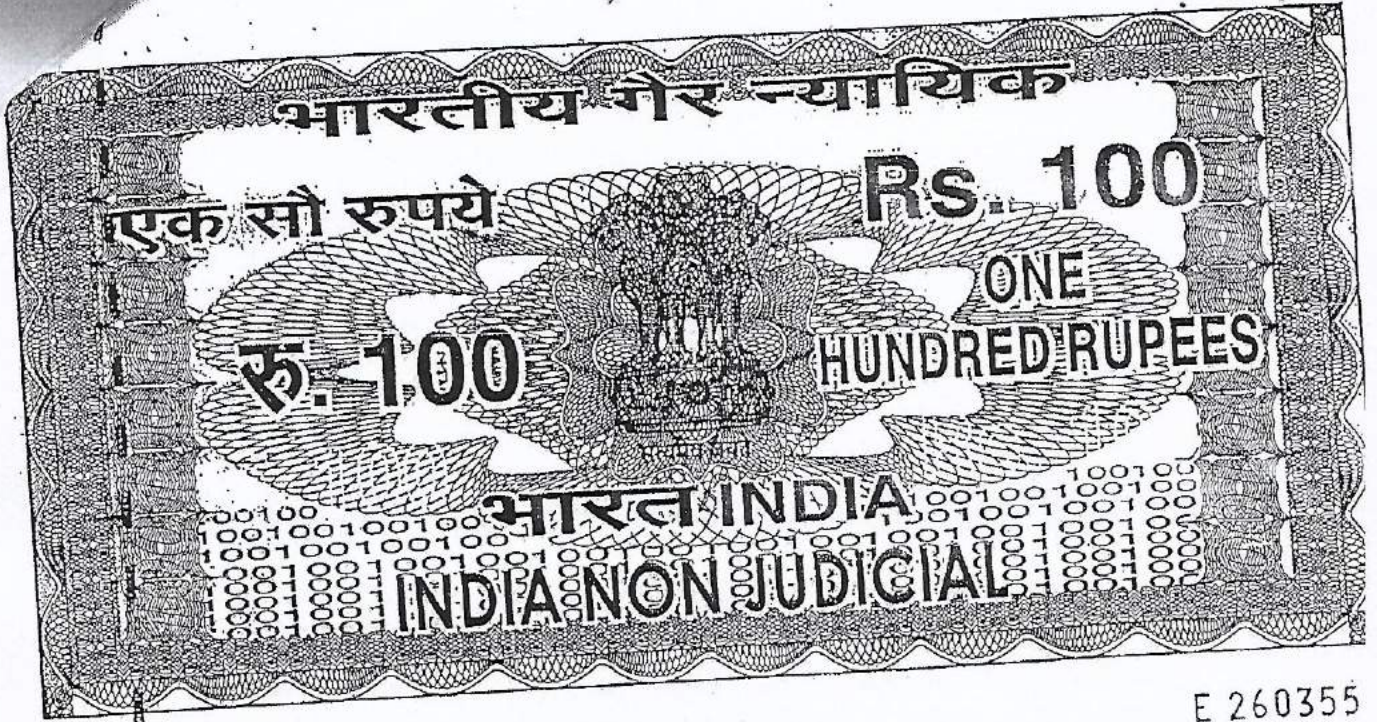
M. Kaur

Date 02/04/2008

[Signature]
PRINCIPAL
T.D.I. International School
Sector-59, Kundli, Sonipat

Auth. Signatory
TDI INTERNATIONAL SCHOOL
SEC-59, KUNDLI, SONIPAT

Manager [Signature]
T.D.I. International School
Sector-59, Kundli (Sonipat)
Affiliation No. 531495

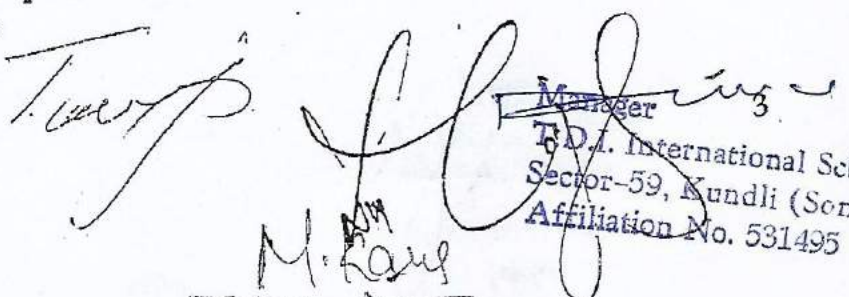


E 260355

दिल्ली DELHI

- C. It is proposed to set up a Fund for providing educational benefit and certain sums shall be contributed to that Fund (as defined hereinafter) by the Settlor from time to time in accordance with this Deed. The Settlor have given an initial contribution of Rs. 42,000/- (Rupees Forty Two Thousand only) vide cash to the Trustees to hold the same unto and to use of the Trustees upon Trust and with, under and subject to the powers and provisions herein contained.
- D. It is intended that provisions shall, *inter alia*, be made by the Trustees to manage the Fund in the manner as they deem fit and proper to achieve the object of the Trust.
- E. The Trust hereby created, shall be called the "TDI Shiksha Sansthan (hereinafter referred to as the "Trust")", the operation of which shall be governed by this Deed and the rules/standards in accordance with which the educational institute will be recognized and affiliated with the concerned authorities in the Ministry of Education, Govt. of India / CBSE and the respective State Government. Accordingly, the Settlor wishes to set up a Trust, more specifically referred to herein, in accordance with the general law, India Trusts Act, 1992, and appoints Trustee to manage the Trust, on the terms and conditions hereunder, for the purpose and with the object more specifically detailed hereunder.


 PRINCIPAL
 T.D.I. International School
 Sector-59, Kundli, Sonapat


 M. Kaur
 Manager

Manager
 T.D.I. International School
 Sector-59, Kundli (Sonapat)
 Affiliation No. 531495

Signature
 T.D.I. INTERNATIONAL SCHOOL

F. The Trustees have at the request of the Settlor agreed to act as Trustees of the Trust/ Fund in accordance with the terms of this Deed.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

SECTION - I

GENERAL

1 DEFINITIONS:

As used in this Deed, the following terms shall have the following respective meanings:

"Auditors" mean any independent qualified and reputable firm of chartered accountants appointed by the Trustee from time to time to be the auditors of the Trust.

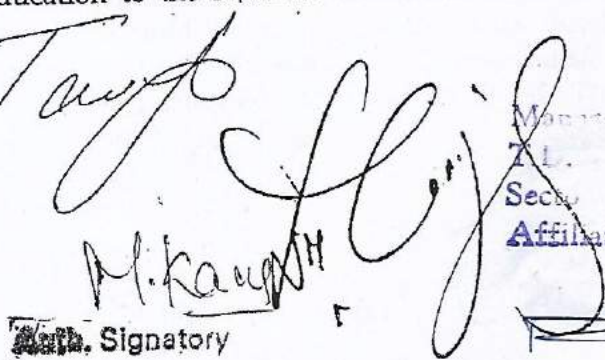
"Beneficiary" means boys and girls to whom the Trust is desirous of imparting education and for whom this Public Educational Trust has been set up;

"Contribution" means a cash of Rs. 42,000/- (*Indian Rupees Forty Two Thousand only*) being the amount contributed by the Settlor out of its/ his own moneys, upon the Trustees to be held by the Trust and to be used in accordance with the provisions of this Deed.

"Fund" shall mean the Contribution and any other fund or money contributed by the Settlor or any other Contributors and received by the Trustee, and includes any accretions of value thereto and income thereon, with the sole purpose of imparting education for the benefit of students;

"Trust": The Trust hereby created shall be called "TDI Shiksha Sansthan" or by such other name as may be decided by the Trustees and shall have its principal office at 9, Kasturba Gandhi Marg, New Delhi-110001 or such other place as may be decided by the Trustees from time to time, established or constituted with the sole purpose of imparting education to the students and under which the Fund is established.


PRINCIPAL
T.D.I. International School
Sector-59, Kundli, Sonapat


M. Kaushik
Auth. Signatory

Member,
T.D.I. International School
Sector-59, Kundli, Sonapat
Affiliation No. 4 (Sonapat)

1.1 INTERPRETATION:

In this Deed, unless the context otherwise requires:

- (a) words in the singular shall include words in the plural and words in the plural shall include the singular;
- (b) the headings and sub headings to this Deed are inserted only for reference to the provisions hereof and shall not effect the construction of such provisions;
- (c) references to any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (d) references in this Deed to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (*whether before or after the date of /this Deed*) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been co re-enacted (*whether with or without modification*).

1.2 DATE OF COMMENCEMENT:

The Fund shall be deemed to have been established from March 19, 2008 notwithstanding the date of execution of this Deed.

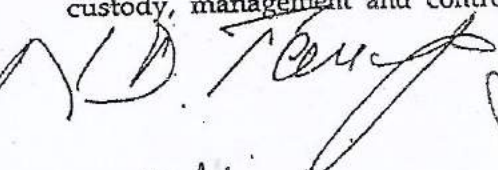
1.3 TRUST IRREVOCABLE:

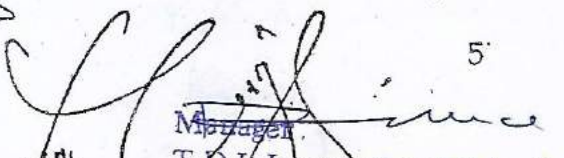
These presents shall constitute an irrevocable Trust and no moneys belonging to the Fund in the hands of the Trustees shall be recoverable by the Settlor nor shall the Settlor have any lien or charge of any description whatsoever on the Fund.

1.4 THE FUND:

2.1 The sums in cash and/or any other assets received in connection with the Fund will be deposited by the Trustees in the Trust account as provided for in Clause 2.12 of this Deed and the Trustees shall hold and employ the said Fund in accordance with this Deed. The Fund shall be vested in the Trustees. The Trustees shall have the entire custody, management and control of the Fund. The Trustees shall


 PRINCIPAL
 T.D.I. International School
 Sector-59, Kundli, Sonipat


 M. Kaur
 Signatory
 TDI INTERNATIONAL SCHOOL


 Manager
 T.D.I. International School
 Sector-59, Kundli (Sonipat)
 Registration No. 531495

decide all differences and disputes which may arise under these presents either as to the interpretation thereof or as to the rights and obligations of the Settlor or the Beneficiaries and the decision of the Board of Trustees shall in all cases be final and binding on all parties concerned. The Trust Fund shall be applied solely to promote the purpose and objects of the Trust.

1.5 POWER TO AMEND:

The Board of Trustees may at any time by a resolution in writing signed by majority (in case there are two Trustees resolution for the amendment shall be passed by both the Trustees) and with the consent in writing of the Settlor alter, vary or amend any of the provisions of this Deed, provided that no such alteration or variation is inconsistent with the main objects of the Trust hereby created nor shall such alteration or variation in any way prejudice the rights or interests of the Beneficiaries.

1.6 SETTLOR'S RIGHT TO DISCONTINUE OR AMEND CONTRIBUTIONS TO THE FUND:

- i) The Settlor reserves the right to discontinue making Contributions to the Fund at any time after giving three months' notice to the Trustees;
- ii) The Settlor may also at any time give three months' notice in writing to the Trustees of its intention to amend the Fund or alter the amounts of Contributions to the Fund;
- iii) Any amendment, discontinuance or variation shall not affect the benefits already secured for the Beneficiaries under this Deed upto the date of such amendment, discontinuance or variation, as the case may be;

1.7 TRUSTEES TO COMPLY WITH DIRECTIONS OF THE SETTLOR:

The Trustees shall comply with and carry out all the directions as may be given to them by the Settlor from time to time in relation to any matter with respect to which the Settlor has power under this Deed to determine or decide. Every such direction shall be notified to the Trustees in writing signed by any person authorized in this behalf by the Settlor and such notification as aforesaid shall be complete protection to the Trustees in respect of any matter therein referred to, notwithstanding any error of lack of authenticity in such notification.

[Handwritten Signature]
M. Kaur

Auth. Signatory

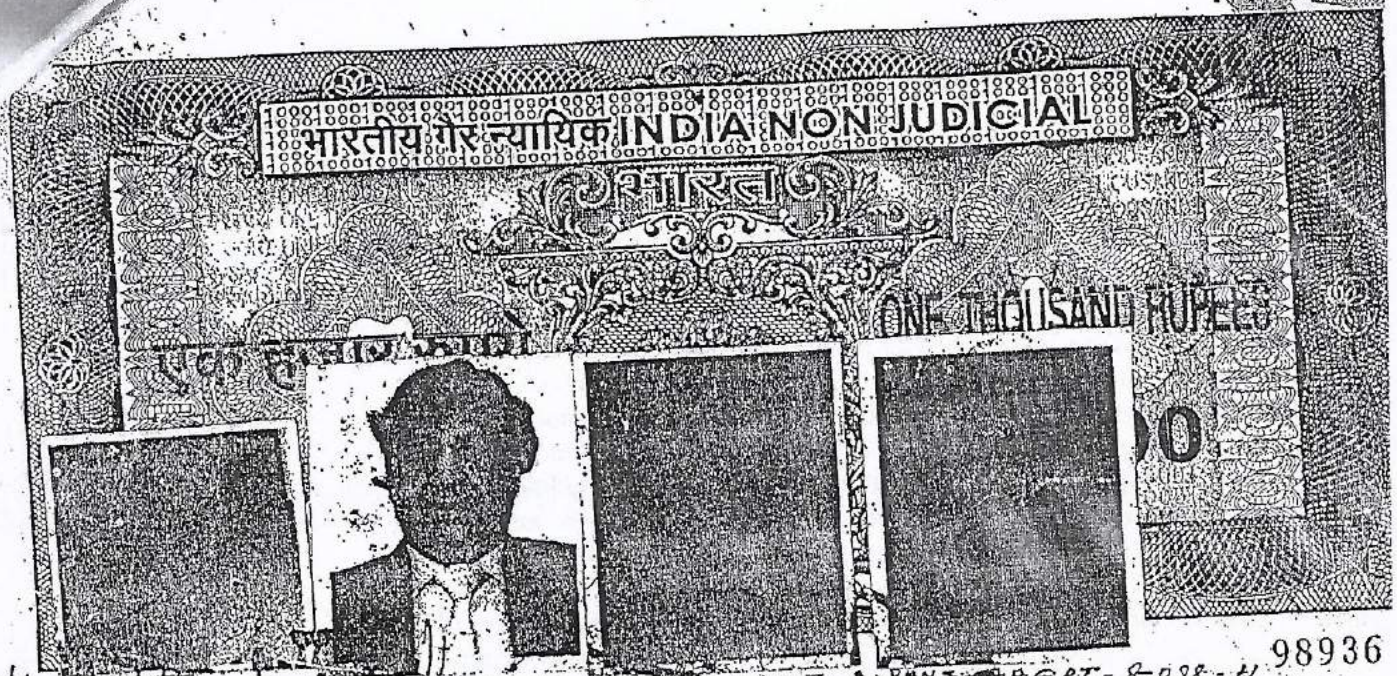
[Handwritten Signature]
T.D.I. INTERNATIONAL SCHOOL
PRINCIPAL, KUNDLI, SONI PAT

T.D.I. International School

[Handwritten Signature]

Manager

T.D.I. International School



98936

74/ दिल्ली
MR. N.D. Taneja

पुनः प्राप्त. 1308
D.N. Taneja

पुनः प्राप्त. 8238-11

7/8/08

THIS DEED OF TRUST (this "Deed") made at New Delhi on this 19th day of March, 2008

BETWEEN

Mr. N.D. Taneja son of Late Sh. G.D. Taneja, R/o , 9, Kasturba Gandhi Marg, New Delhi-110001 and Mr. D.N. Taneja son of Late Sh. G.D. Taneja, resident of 28, Prithviraj Road, New Delhi-110011(hereinafter collectively referred to as "Settlor" which expression shall unless repugnant to the context or meaning thereof include their respective heirs, executors and administrators), of the one part.

AND

1. Mr. Ravinder Taneja, son of Mr. N.D. Taneja, aged 42 years resident of 9, Kasturba Gandhi Marg, New Delhi - 110 001 and
2. Mr. Kamal Taneja, son of Sh. R.C. Taneja, aged 37 years resident of 28, Prithviraj Road, New Delhi-110011.

(hereinafter called the "Trustees" which expression shall, where the context so admits or requires, include the survivor or survivors of the Trustees and the heirs, executors and administrators of the last survivor, their/his or her assigns and the trust of Trustees, of the said Trust) of the other part.

[Signature]
PRINCIPAL
T.D.I. International School
Sector-59, Kundli, Sonapat

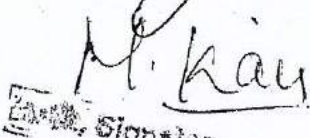
[Signature]
1
Manager
T.D.I. International School
Sector-59, Kundli (South)
Affiliation No. 59195
T.D.I. INTERNATIONAL SCHOOL
SEC-59, KUNDLI, SONIPAT

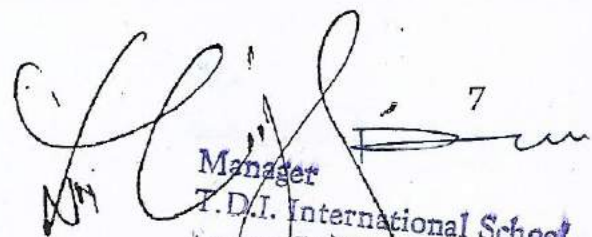
1.8 POWER OF TRUSTEES:

The Trustees shall have the following powers:

- a) The Trustees shall take on lease a building suitable for a school and boarding house to carry out the objects of the Trust and incur all such expenses connected therewith;
- b) The Trustees shall make efforts (or delegate such power to any person or enter into a contract with any person) to obtain recognition and affiliation with the concerned authorities in the Ministry of Education, Govt. of India / CBSE and the respective State Government. The services rendered on this behalf by Trustees or any person shall be in compliance with the prevailing laws, rules and regulations for obtaining and maintaining necessary recognition and affiliation of the School
- c) In addition to the terms of this Deed, the Trustees, shall from time to time, be entitled to make rules and regulations for the administration and management of the Trust of these presents and all matters incidental to or concerning the same provided, such rules and regulations shall not be repugnant to or be inconsistent with the provisions of the purpose of the Trust thereof and shall form the part of this Deed
- d) The Board of Trustees shall be entitled from time to time to appoint with or without remuneration and on such terms and conditions as they may think proper, to appoint Committee as they may think proper to function under the Authority and control of the Trustees for carrying out the objects of the Trust of these presents or the management thereof and invest them with all such powers including power to incur all such expenditure as may be necessary for carrying out the objects of the Trust;
- e) The Trustees shall employ such staff as they think necessary for imparting education to the students as well as to develop their character, on such salaries as they think fit and replace them. The Trustees shall also employ and remove other servants which they consider necessary for the purpose;
- f) Out of the income of the Trust, the Trustees shall defray the expenses for running the school and boarding house as aforesaid and rent etc. for the school building and boarding house, but if the income is insufficient for that purpose the Trustees may use such portion of the corpus of the Trust Fund as may be necessary;
- g) The Trustees shall have all powers necessary or incidental for effectively carrying out the objects of the Trust;

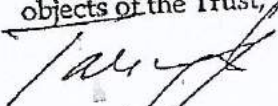

PRINCIPAL
 T.D.I. International School
 Sector-59, Kundli, Sonipat

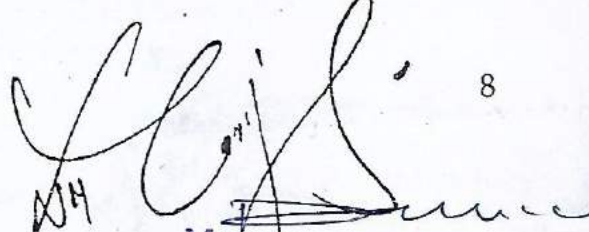

TDI INTERNATIONAL SCHOOL
 SEC-59, KUNDLI, SONEPAT


Manager
 T.D.I. International School
 Sector-59, Kundli (Sonipat)
 Affiliation No. 531495

- h) Within the limits of this deed the Trustees shall have full power from time to time to make regulations for the management of the Trust and for the conduct of their business, including the calling of meetings, the deposit of money at a bank and the custody of documents;
- i) The Trustees shall be at liberty to allow or to be allowed and permit, or to be permitted to amalgamate or to be amalgamated with any other Trust, Institution or Charity, in any areas or area whose objects are the same or similar to those of these presents, provided, they are not inconsistent with or repugnant to the objects hereof;
- j) Subject to the general provisions of the Trust and without prejudice to the general and specified powers conferred upon the Trustees by the other provisions contained in these presents, the Trustees shall have the following powers also:
 - (i) To apply the Trust monies to effectuate the object of the Trust;
 - (ii) To decide the nature and functions of the institution to be established by the Trust and to decide whether and if so what existing institution or institution may be taken over by the Trust or to which any aid may be given;
 - (iii) In case it is decided to render financial or other aid to any person or institution to decide what terms and conditions should be complied by such person or institution;
 - (iv) To determine the terms and conditions on which any donations, subscriptions, scholarships or prizes are be given by the Trust;
 - (v) To conduct and organize seminars, workshops, conferences, meetings, public lectures;
 - (vi) To pay all costs, charges and expenses incidental to the management, administration and execution of the objectives and powers herein contained;
 - (vii) To open and maintain account or accounts for the Trust in any scheduled bank or banks for the purpose of keeping the moneys and to operate on the same or to authorize anyone or more to operate upon them;
 - (viii) To accept, in cash or kind, donations, gifts, grants, contributions, (as corpus or otherwise) and to collect interest and other income of the Trust for being utilized for furtherance of the aims and objectives of the Trust;
 - (ix) To purchase or to take on lease lands, buildings and other immovable or movable properties in the name of the Trust;
 - (x) To invest, dispose of, transfer and otherwise deal with monies, assets and properties, for the time being, of the Trust in such manner as the law permits and proper to do in carrying out the objects of the Trust;

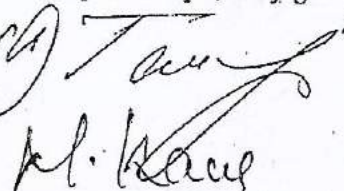

 PRINCIPAL
 T.D.I. International School
 Sector-59, Kundli, Sonipat


 M. Kaur
 Auth. Signatory
 TDI INTERNATIONAL SCHOOL
 Sector-59, KUNDLI, SONIPAT

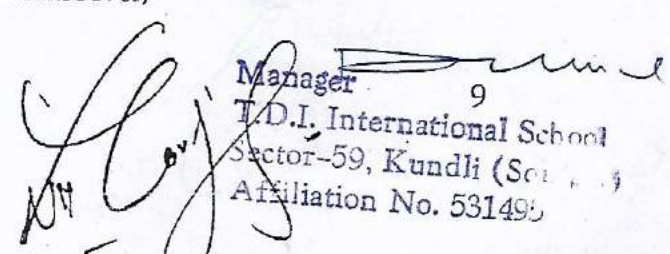

 Manager
 T.D.I. International School
 Sector-59, Kundli (Sonipat)

- (xi) To pay all expenses preliminary to incidental to the formation of the Trust and its registration and for management and administration for the same;
- (xii) To do all such act, deeds and things and extend all such other assistance to the said voluntary organizations as may be necessary and incidental to the attainment of aforesaid object;
- (xiii) All activities financed from the Funds shall be conducted in accordance with ideals and objects as stated hereinabove and no discrimination shall be made on grounds of religion, caste, creed, sex or political affiliation of the implementing agency or beneficiary;
- (xiv) To expend the Funds of the Trust in such manner as they shall consider most beneficial for the purpose of the Trust;
- (xv) To acquire, build upon, pull down, rebuild, add to, alter, repair, improve, sell, take or give on lease or dispose of any land & building or premises for the use of the Trust and to acquire any movable property required for the use of the Trust and to dispose of the same;
- (xvi) To acquire any property in exchange for some other property or partly in such exchange and partly for the other consideration;
- (xvii) To enter into any contact on behalf of the Trust;
- (xviii) To borrow any money upon the security of any of the property of the Trust and to grant mortgages for securing the same of without any security and upon such terms and conditions the Trustees may deem fit;
- (xix) To make and from time to time to repeal and/or alter regulations-
 - (a) As to the management of the Trust and the affairs thereof;
 - (b) As to the duties and remuneration of any officer or servants of the Trust;
 - (c) As to the conduct or any of the matters of things within the powers or under the control of the Trustees provided that the same shall not be inconsistent with the provisions contained in these presents;
- (xx) It shall be lawful for the Board of Trustees to settle the determine all matters of interpretation of these presents as well as matters of difficulty, doubt or dispute and all questions arising in the course of or incidental to the administration, management and execution of the trusts and powers of these presents and any such settlement or determination shall be valid, binding and conclusive and shall not be objected to or reopened upon any ground whatsoever;


 PRINCIPAL
 T.D.I. International School
 Sector-59, Kundli, Sonipat


 Signator

T.D.I. INTERNATIONAL SCHOOL


 Manager
 T.D.I. International School
 Sector-59, Kundli (Sonipat)
 Affiliation No. 531495

- (xxi) To settle out of court, compromise or compound all suits, actions and other proceedings and all differences and demands and refer all or any such differences or demand to arbitration and to execute releases and to settle and approve all accounts without being answerable for any loss occasioned thereby;
- (xxii) To appoint and dismiss Manager, Secretaries, Clerks and other staff and workers required for working of its business or industry and for general management of the affairs of the Trust;
- (xxiii) To make changes in the object of the Trust which are consistent with the attainment of the main object.

1.9 ACCOUNTS:

- a) The accounts of the Fund shall be maintained by the Trustees and shall contain the particulars of all financial transactions of the Fund in such form as the Trustees shall think proper and as required by law;
- b) The Trustee shall prepare a balance sheet and an income and expenditure account showing the receipts, payments, dealings and transactions from the Effective Date to the 31st March of the next year and thereafter from the 1st April of each year to the 31st March of the next year during the continuance of the Fund;
- c) The Trustees shall appoint auditors who shall have access to all books, papers, vouchers, accounts and documents connected with the Fund and who shall in writing report to the Trustees on the annual balance sheet and income and expenditure account. A copy of the audited accounts shall be furnished to the Settlor.

SECTION - II

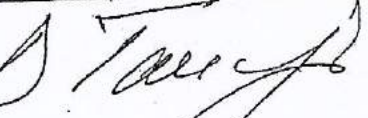
PROVISIONS REGARDING TRUSTEES

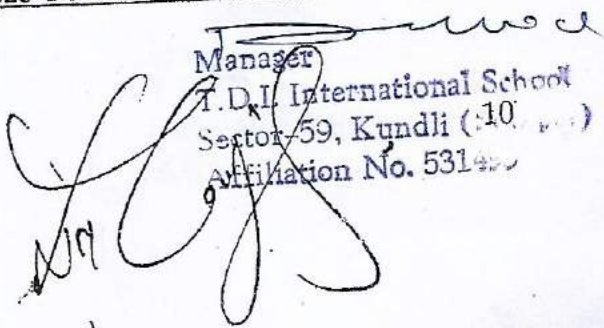
2.1 NUMBER OF TRUSTEES:

The management and control of the Trust and the Trust properties shall vest in the Board of Trustees which shall comprise of not less than 2 and not more than 12. The Board of Trustees shall determine the strength of the Board from time to time.

2.2 APPOINTMENT OF TRUSTEES TO BE MADE BY THE SETTLOR:


PRINCIPAL
 T.D.I. International School
 Sector-59, Kundli, Sonipat


M. Kay
 Signatory


Manager
 T.D.I. International School
 Sector-59, Kundli (101101)
 Affiliation No. 5314

- (a) The power of appointing the Trustees shall be vested in the Settlor who shall make such appointment in writing and observe the limitations laid down in this Deed. The Settlor shall appoint as Trustee any persons whom he/it thinks shall carry the object of the Trust. The Settlor shall also have the power to appoint new Trustees to fill any vacancy at any time and/or remove a Trustee by giving 7 days notice in writing to the concerned Trustee at his last known address and to the continuing Trustees. However, in the event of any such vacancy and/or removal, the Settlor shall be under no obligation to make any new appointment provided the number of Trustees shall not in any case, be less than 2. The existing Trustees shall, pending such appointment of new Trustees, if any, have the right to exercise their powers in accordance with and to give effect to the provisions of this Deed. The Settlor shall nominate one of the Trustees to be the Chairman of the Trust. The Company may opt to nominate another Trustee as an alternate Chairman who shall act in the absence of the Chairman. Such alternate Chairman shall exercise all the powers of the Chairman till such time as the Chairman resumes office.
- (b) The Settlor may delegate their power to appoint a new Trustee on the Board of Trustees. In that event, filling of vacancies shall be by a decision of the Board of Trustees. As far as possible, efforts shall be made to fill in the vacancies by unanimous decisions failing which the majority decision shall prevail.
- (c) Upon every such appointment made in pursuance of the clause (a) and (b) above, the newly appointed Trustees shall have powers and authorities of a Trustee under these presents.

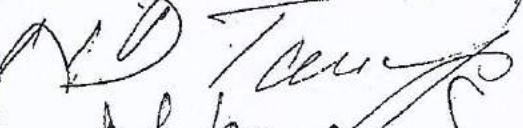
2.3 RESIGNATION OF A TRUSTEE:

A Trustee may resign at any time after giving seven (7) days notice in writing to the Settlor and to the Chairman of the Trustees of his desire to do so.

2.4 VACATION OF OFFICE:

The Trustees shall be residents in India. The office of the Trustee shall be vacated if the Trustee permanently leaves India or if for reasons of infirmity or mental incapacity, insolvency, bankruptcy shall, in the opinion of the other Trustees, become incompetent or incapable to act or Trustee is found guilty by court of an offence involving moral


PRINCIPAL
T.D.I. International School
Sector-59, Kundli, Sonipat


M. Kaur
Auth. Signatory

Manager
T.D.I. International School
Sector-59, Kundli (Sec. 11)
Affiliation No. 53149

TDI INTERNATIONAL SCHOOL
SEC-59, KUNDLI, SONIPAT

turpitude. In such an event the remaining Trustees may carry on or a new Trustee may be appointed under the provisions of clause 2.2.

2.5 OBLIGATION OF OUTGOING TRUSTEE:

In the event of a Trustee ceasing to be a Trustee, he shall, if necessary, assist in assign or join in assigning his duties to the continuing Trustees.

2.6 MEETINGS OF THE TRUSTEES & QUORUM:

- a. The Trustees shall meet together at least twice a year for dispatch of business and adjourn and otherwise regulate their meetings and proceedings as they may think fit. Two Trustees present at the meeting shall be a quorum.
- b. Not less than 7 days notice shall be given in writing to each Trustee of such meeting of the Trustees.

PROVIDED THAT a meeting of the Trustees may be called on shorter notice if consent is accorded thereto in writing by all the Trustees. Such notice may be given by any Trustee or by any person authorized by the Trustees for the purpose and may not contain a statement nor indicate the nature of business to be transacted at the meeting.

- c. Proper minutes of all meetings held shall be kept by the secretary of the Fund as shall have been appointed by the Trustees.

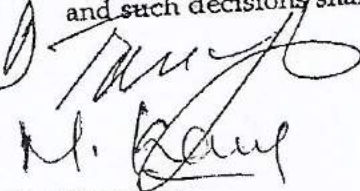
2.7 VOTING AT THE MEETING:

The Chairman and in his absence the alternate Chairman shall preside at the meeting of the Trustees. In the absence of the Chairman and the alternate Chairman, the Trustees may elect one of the Trustees present at the meeting to be the Chairman of the meeting. Each Trustee present at the meeting shall be entitled to one vote on any matter arising thereat and in case of equality of votes, the Chairman shall have a second or casting vote.

2.8 DECISION BY MAJORITY:

Decisions at a meeting of the Trustees shall be taken by majority vote (in case there are two Trustees, decision shall be taken by both the Trustees) and such decisions shall be final and binding. The Trustees shall be at


PRINCIPAL
T.D.I. International School
Sector-59, Kundli, Sonipat


Auth. Signatory
TDI INTERNATIONAL SCHOOL
SEC-59, KUNDLI, SONIPAT


Manager
T.D.I. International School
Sector-59, Kundli (S...)
Affiliation No. 5314...
12

liberty to pass a resolution without any meeting of the Trustees provided that such resolution shall be evidenced in writing and passed by majority after being circulated.

2.9 TRUSTEES' POWER TO APPOINT SECRETARY:

The Trustees shall have power to appoint any person to act as secretary of the Fund and the said secretary may be vested with such powers of management of the Fund as the Trustees may from time to time in their absolute discretion determine. With the consent of the Settlor, the Trustees shall have power to employ any person or persons to do any legal, accountancy or other work which they may consider necessary or expedient in connection with the management of the Fund or of the assets thereof.

2.10 SIGNING OF RECEIPTS, CHEQUES AND CORRESPONDENCE:

All correspondence in relation to the operation of the Fund may be conducted by the Chairman or by a Trustee or any other person authorized in that behalf by the Trustees. Receipts for money received may be signed by the Chairman or by the Trustee or any other person authorized by the Trustees in that behalf. Cheques on the bank account shall be drawn and signed by both the Trustees or if there are more than two Trustees by any of the two Trustees on behalf of all the Trustees or any other person authorised in this behalf by the Trustees. The Trustees shall decide which of the Trustees shall operate the bank account on their behalf. The Trustees may also delegate ministerial acts in connection with the Fund which involve no independent discretion.

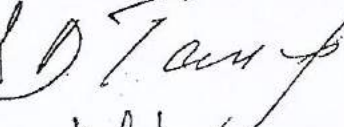
2.11 ABSENCE OF A TRUSTEE AND POWERS OF REMAINING TRUSTEES:


If any Trustee or Trustees shall be temporarily absent from India, the Trustees (not being less than two in number) who shall remain in India shall during such absence have full powers to act under the Trusts hereof as if they were the only Trustees.

2.12 OPENING OF BANK ACCOUNT:

The Board of Trustees may open any bank account or accounts with such scheduled bank as may from time to time be determined by the Trustees and shall forthwith pay or cause to be paid the rents, income,


PRINCIPAL
T.D.I. International School
Sector-59, Kundli, Sonapat


M. K. Kaur
Auth. Signatory
TDI INTERNATIONAL SCHOOL
SEC-59, KUNDLI, SONAPAT


Manager
T.D.I. International School
Sector-59, Kundli (Sonapat)
Affiliation No. 531496

dividends etc. from the said account. All moneys contributed to the Fund or received or accruing by way of interest or otherwise to the Fund shall be deposited in the said Bank Account opened for the purpose. All money forming part of the Trust Fund and requiring investment shall be invested in a manner, as determined by the Trust and as authorized by law for investment of Trust Funds.

2.13 TRUSTEES' TO REGISTER TRUST:

It shall be obligatory for the Trustees to register the Trust as the holders of contribution or investments belonging to the Trust.

2.14 LIABILITY OF TRUSTEES:

The Trustees shall be accountable only to the extent of monies actually coming into their hands. The Trustees shall be liable, jointly and/or severally, for all acts, deeds and/or omissions, which constitute a willful breach of trust and/or fraud upon the Settlor or Beneficiaries with respect to the Fund provided that the Trustees shall not be liable for losses suffered by the Fund or incurred by the Settlor on account of error of judgment made in the normal course of conducting the business of the Trust in making investment decisions with respect to the Funds of the Trust.

SECTION - III

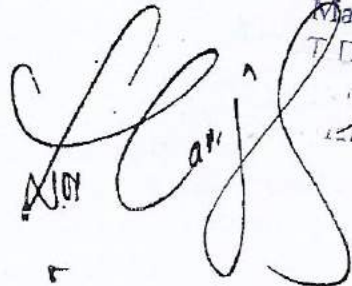
TERMINATION OF TRUST

3 The Trust shall be terminated upon the occurrence of the following events, whichever occurs earlier:-

- a) Upon the Trustees unanimously deciding to wind up the Fund after the discontinuance of the Contribution by the Contributors or,
- b) In the event of the Trust being dissolved for the purpose of reconstruction, reconstitution or amalgamation with any other Trust, Association or otherwise, the Trustees may make such arrangements or enter into such agreements as they in their uncontrolled discretion shall deem fit, including without limitation, the doing of any act, deed or thing for the continuance or dissolution of the Fund or transfer of Contributions (including interest accumulated thereon) to any other Approved Fund which has power to accept such a transfer and promote the object of Trust.


PRINCIPAL
T.D.I. International School
Sector-59, Kundli, Sonapat


M. Kaur
Auth. Signatory
TDI INTERNATIONAL SCHOOL
SECTOR-59, KUNDLI, SONEPAT

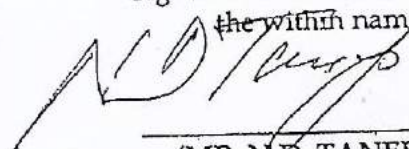

Manager
T.D.I. International School
Sector-59, Kundli (Sonapat)
Registration No. 53145

3.1 GOVERNING LAW ETC.:

This Deed and any variation or amendment thereto shall be governed by the laws of India and the Trust and the Fund hereof shall always be located in India.

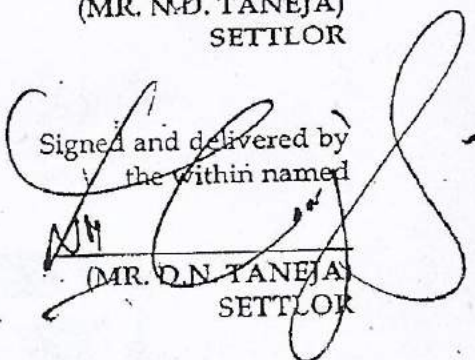
IN WITNESS WHEREOF THE TRUSTEES ABOVE NAMED HAVE SIGNED AND THE SETTLOR HAS PUT ITS SEAL ON THE DATE, MONTH AND THE YEAR ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES MENTIONED HEREUNDER

Signed and delivered by
the within named



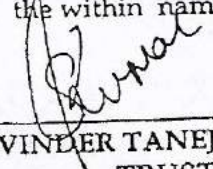
(MR. N.D. TANEJA)
SETTLOR

Signed and delivered by
the within named

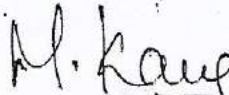


(MR. D.N. TANEJA)
SETTLOR

Signed and delivered by
the within named



(MR. RAVINDER TANEJA)
TRUSTEE




Auth. Signatory

TDI INTERNATIONAL SCHOOL
SEC-59, KUNDLI, SONEPAT

Signed and delivered by
the within named

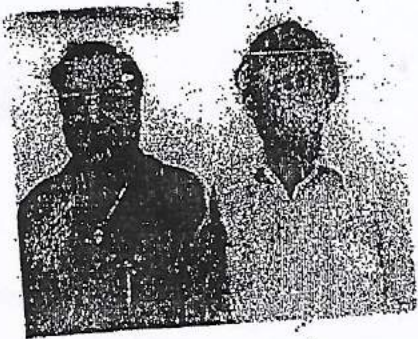

PRINCIPAL

T.D.I. International School
Sector-59, Kundli, Sonipat


Manager

T.D.I. International School
Sector-59, Kundli (Sonipat)
Affiliation No. 531457

Reg. No. 324 Reg. Year 2008-2009 Book No. 4



Ist Party न्यासकर्ता



Witness गवाह

IInd Party

Ist Party

IInd Party

Ist Party न्यासकर्ता :- N.D. Taneja, D.N:Taneja

IInd Party न्यासी :- Ravinder Taneja, Kamal Taneja

Witness गवाह Mayank Bhushan, Ranjit taneja



Certificate (Section 60)

Registration No.324 in additional Book No.4 Vol No 1,382 on page 1 to 16 on this date 02/04/2008 day Wednesday and left thumb impressions has/have been taken in my presence.

[Signature]
Sub Registrar
Sub Registrar VII
New Delhi/Delhi

Date 02/04/2008

[Signature]
Auth, Signatory

TDI INTERNATIONAL SCHOOL
SEC-59, KUNDLI, SONEPAT

[Signature]
PRINCIPAL
T.D.I. International S.
Sector-59, Kundli, Sonapat

[Signature]
Manager
T.D.I. International School
Sector-59, Kundli (Sonapat)
Affiliation No. 531495

[Signature]
(MR. KAMAL TANEJA)
TRUSTEE

WITNESSES:

We the below named witnesses have on the request of the Parties witnessed the execution of this Trust Deed, which was executed by them in our presence and we upon his request have attested the execution of the same as attesting witnesses by signing the same in his presence as also in the presence of each other.

1. *[Signature]* Bechari. CKBOS2US-98
(NAME & ADDRESS)

Meyank Bhushan S/o Sh. T. N. Upadhyay
No. A-124 *London Road NW-22*

2. _____
(NAME & ADDRESS)

Ranjit Taneja S/o Sh. T. R. Taneja
No. 0-41 O.D.S *Lajpat Nagar*
-11 NW-22

PAN AAIPT-6052-D

[Large Signature]
NH
[Signature]

M. Kaur
Auth. Signatory

TDI INTERNATIONAL SCHOOL
SEC-59, KUNDLI, SONEPAT

[Signature]
PRINCIPAL
T.D.I. International School
Sector-59, Kundli, Sonipat

Manager *[Signature]*
T.D.I. International School
Sector-59, Kundli (Sonipat)
Affiliation No. 531495

ADDENDUM TO DEED OF TRUST

This Addendum to a Deed of Trust dated 19th Day of March 2008 is made at New Delhi on this 23rd day of July, 2014.

By & BETWEEN

Mr. N.D Taneja S/o Late G D Taneja R/o 9, Kasturba Gandhi Marg, & Mr. D.N Taneja S/o Late G D Taneja R/o 28, Prithivi Raj Road, New Delhi New Delhi, Both Hereinafter referred to as the 'SETTLOR' which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their Legal heirs, successors-in-interest and assigns) of the ONE PART.

AND

1. Mr. Surinder Singh Marwah S/O Late Sh. Inder Singh Marwah 2. Mr. Jasmeet Singh Marwah S/O Sh. Surinder Singh Marwah both R/O R-831, New Rajinder Nagar, New Delhi-110060 3. Mr. Prithipal Singh S/o Late Sh. Partap Singh 4. Mr. Dilmohan Singh S/O Sh. Prithipal Singh both R/O 13-B, NEA, Ganga Ram Hospital Road, Rajinder Nagar, New Delhi-1100060 ; all four hereinafter referred to as the 'NEW TRUSTEES' which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Legal heirs, successors-in-interest and assigns).

AND

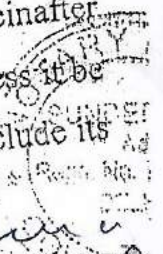
(1) Mr. Ravinder Taneja, son of Mr. N.D. Taneja, resident of 9, Kasturba Gandhi Marg, New Delhi-110001 and (2) Mr. Kamal Taneja, son of Sh. R.C. Taneja, resident of 28, Prithvi Raj Road, New Delhi-110011 Both Hereinafter referred to as the 'EXISTING TRUSTEES' which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Legal heirs, successors-in-interest and assigns).

PRINCIPAL
T.D.I. International School
Sector-59, Kundli, Sonipat

[Handwritten signature]

Manager
T.D.I. International School
Sector-59, Kundli (Sonipat)
Affiliation No. 691/95

[Handwritten signature]



WHEREAS the Settlers have created a trust "TDI Shikha Sansthan" with the purpose of establishing/ running school, colleges and other institutions for the purposes of promoting and imparting education for advancement of boys and girls in various fields into develop the character of the students as well as to educate them in physical culture by virtue of a deed of trust dated 19.03.2008.

AND WHEREAS upon formation of the trust Mr. Ravinder Taneja, son of Mr. N.D. Taneja, aged 42 years, resident of 9, Kasturba Gandhi Marg, New Delhi-110001 and Mr. Kamal Taneja, son of Sh. R.C. Taneja, aged 37 years, resident of 28, Prithvi Raj Road, New Delhi-110011, were appointed as the Trustees of the said trust by the settlers.

AND WHEREAS in accordance to clause 2.2 of chapter 3, settlers are bestowed with power to appoint new trustees/additional trustees, in the said trust so that the trust can function properly. Invoking the powers of clause 2.2 the settler hereby appoint 1. Mr. Surinder Singh Marwah S/o Late Sh. Inder Singh Marwah 2. Mr. Jasmeet Singh Marwah S/o Sh. Surinder Singh Marwah 3. Sh. Prithipal Singh 4. Mr. Dilmohan Singh S/o Sh. Prithipal Singh, hereinafter referred to as the "New Trustees", in addition to Mr. Ravinder Taneja and Mr. Kamal Taneja, the Existing Trustees.

AND WHEREAS on the addition of new Trustees in the trust the modification/alteration is necessitated in the deed of trust dated 19.03.2008 for which the present deed of addendum is executed. With the following modification in the deed of trust dated 19.03.2008.

[Signature]
PRINCIPAL
T.D.I. International School
Sector-59, Kundli, Sonapat

[Signature]
Manager
T.D.I. International School
Sector-59, Kundli (Sonapat)
Affiliation No. 531495

[Signatures]

THIS DEED OF TRUST (this "Deed") is made at New Delhi on this 19th day of March, 2008

BETWEEN

Mr. N.D. Taneja son of Late Sh. G.D. Taneja, R/o 9, Kasturba Gandhi Marg, New Delhi-110001 and Mr. D.N. Taneja son of Late Sh. G.D. Taneja, resident of 28, Prithvi Raj Road, New Delhi-110011 (hereinafter collectively referred to as "Settlor" which expression shall unless repugnant to the context or meaning thereof include their respective heirs, executors and administrators) of the one part.

AND

1. Mr. Ravinder Taneja, son of Mr. N.D. Taneja, aged 42 years, resident of 9, Kasturba Gandhi Marg, New Delhi-110001 and
2. Mr. Kamal Taneja, son of Sh. R.C. Taneja, aged 37 years, resident of 28, Prithvi Raj Road, New Delhi-110011.,

Shall be replaced with the following

THIS DEED OF TRUST (this "Deed") is made at New Delhi on this 19th day of March, 2008

BETWEEN

Mr. N.D. Taneja son of Late Sh. G.D. Taneja, R/o 9, Kasturba Gandhi Marg, New Delhi-110001 and Mr. D.N. Taneja son of Late Sh. G.D. Taneja, resident of 28, Prithvi Raj Road, New Delhi-110011 (hereinafter collectively referred to as "Settlor" which expression shall unless repugnant to the context or meaning thereof include their respective heirs, executors and administrators) of the one part.



PRINCIPAL
T.D.I. International School
Sector-29, Phase-II, Sonipat

Manager
T.D.I. International School
59, Kundli (Gurgaon)

Handwritten signatures and initials at the bottom of the page.

AND

1. Mr. Ravinder Taneja, son of Mr. N.D. Taneja, aged 42 years, resident of Kasturba Gandhi Marg, New Delhi-110001
2. Mr. Kamal Taneja, son of Sh. R.C. Taneja, aged 37 years, resident of Prithvi Raj Road, New Delhi-110011.
3. Mr. Surinder Singh Marwah son of Late Sh. Inder Singh Marwah R/o R-8: New Rajinder Nagar, New Delhi-110060
4. Mr. Prithipal Singh son of Late Sh. Partap Singh R/O 13-B, NEA, Ganga Ram Hospital Road, Rajinder Nagar, New Delhi-1100060
5. Mr. Jasmeet Singh Marwah S/O Sh. Surinder Singh Marwah R/O R-8: New Rajinder Nagar, New Delhi-110060 and
6. Mr. Dilmohan Singh S/O Sh. Prithipal Singh R/O 13-B, NEA, Ganga R. Hospital Road, Rajinder Nagar, New Delhi-110060

AND WHEREAS no other change is made in the said deed of trust dated 10th March 2008 except as mentioned above and it stands as it is and there is no alteration or variation in the Rules, Constitution, Objects or conditions. The rectification so proposed by this Deed does not affect the trust deed materially.

AND WHEREAS this addendum Deed stands as an addendum to the Deed of trust dated 10th March 2008. Both the documents shall be read together in

(Handwritten signature in green)
PRINCIPAL
 T. D. International School
 Sector-59, Kundli, Sonapat

Manager
 T. D. International School
 Sector-59, Kundli (Sonapat)
 Affiliation No. 531495

(Handwritten signature)
 N.D. Taneja

(Handwritten signature)
 Kamal

(Handwritten signature)

(Handwritten signature)

In WITNESS WHEREOF the parties put their hands and Seal/Stamp on the 23rd Day of July 2014 first above-mentioned on this Rectification Deed.

Signed sealed and delivered by _____

N.D. Taneja

N.D Taneja
The Settlor

D.N. Taneja

D.N Taneja
The Settlor

Signed sealed and delivered by _____

S.S. Marwah

Surinder Singh Marwah
New Trustee

Prithpal Singh

Prithpal Singh
New Trustee

Jasmeet Singh Marwah

Jasmeet Singh Marwah
New Trustee

Dil Mohan Singh

Dil Mohan Singh
New Trustee

Signed sealed and delivered by _____

Ravinder Taneja

Ravinder Taneja
Existing Trustee

Kamal Taneja

Kamal Taneja
Existing Trustee

Sharad Mehta
PRINCIPAL
T.D.I. International School
Sector-59, Kundli, Sonapat

ATTESTED

Manager
T.D.I. International School
Sector-59, Kundli (Sonapat)
Registration No. 531/85
Advocate
No. 1234/10
HARYANA PUBLIC
GOVT. OF INDIA

NOTARY PUBLIC
(Govt. of India)

1. *Sharad Mehta*

SHARAD MEHTA
R/O VINAY MEHTA
R/O CS/13, FF
VASANT KUNJ

2. *Manoj Sharma*

MANOJ SHARMA
R/O Sh. B.K. Sharma
FC-35 Indira