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DR. SATYENDRA SINGH
 PARTNER - 217537822
 दिल्ली DELHI

G 177596

TRUST DEED

This deed of CHINTAN INTERNATIONAL TRUST is made on this 06th day of January 2009, at New Delhi.

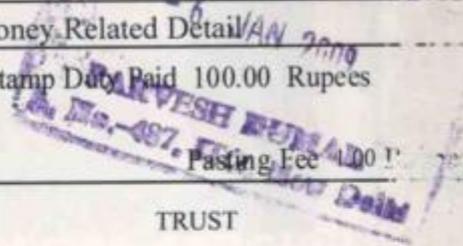
THIS DEED OF PUBLIC / CHARITABLE TRUST executed on this day of 06th January 2009 (Two Thousand Nine) between (1) Dr. Satyendra Singh son of Late Dr. Chintamani Singh resident of 229, Vasant Enclave, New Delhi – 110 057 hereinafter called the "Settler" (Which expression shall, unless excluded by or repugnant to the context, be deemed to include his executors, administrators and representatives) of the one part and (2) Professor R.B. Singh S/o Late Shri Darbari Singh R/o DI/1291, Vasant Kunj, New Delhi – 110 070, hereinafter jointly referred to as "Trustees" (which expression shall, unless excluded by or repugnant to the context, be deemed to include the Trustee or Trustees for the time being of these present and their successors in office) of the other part.

WHERE AS:

A. In this instrument "THE SETTLER and "THE TRUSTEES" shall mean their respective successors-in-interest and/or office and/or legal representatives. "THE SETTLER" is desirous of establishing a professionally managed organization to promote health, livelihood security and sustainable development among disadvantaged and

Deed Related Detail

Deed Name	TRUST	TRUST
Land Detail	CHINTAN INTERNATIONAL TRUST	
Tehsil/Sub Tehsil	Sub Registrar VIII	C-10, KHOSLA AREA OF BUILDING
Village/City	Gogan Vihar	GAGAN VIHAR
Place (Segment)	Gogan Vihar	DELHI
Property Type	Residential	0.00
Area of Property	0.00	0.00
Money Related Detail		
Consideration Value	1,000.00 Rupees	Stamp Duty Paid 100.00 Rupees
Value of Registration Fee	3.00 Rupees	Pasting Fee 100.00



This document of TRUST

TRUST

Presented by: Sh/Smt.

S/o, W/o

R/o

Dr Satyendra Singh

Late Dr. Chintamani Singh

229 Vasant Enclave New Delhi

in the office of the Sub Registrar, Delhi this 07/01/2009 day Wednesday between the hours of

Signature of Presenter

Registrar/Sub Registrar
Sub Registrar VIII
Delhi/New Delhi

Executed and presented by Shri /Ms. Dr Satyendra Singh

and Shri / Ms. Chintan International Trust

Who is/are identified by Shri/Smt/Km. Santosh Kumar Khemka S/o W/o D/o Murari Lal Khemka R/o 87 F.F. Gagan Vihar Extn Delhi and Shri/Smt/Km. Hukam Chand S/o W/o D/o Om Prakash R/o 87 F.F. Gagan Vihar Delhi

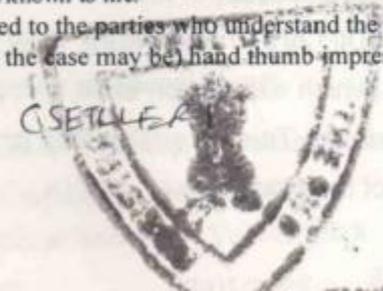
(Marginal Witness) Witness No. II is known to me.

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

Date 07/01/2009

Registrar/Sub Registrar
Sub Registrar VIII
Delhi/New Delhi



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(WITNESS)

(WITNESS)

(SELLERS)

[Handwritten signature]

vulnerable populations in India and other developing countries while preserving and restoring the environmental heritage.

- B. "THE SETTLER" further desires to settle a sum of Rs. 1,000/- (Rupees One Thousand Only) hereinafter called "The Trust Fund" which expression whenever used, unless contrary or repugnant to the context, means that the sum Rs. 1,000/- and all other funds, properties, donations, endowments, grants, property right, effects, contributions or fees received by "THE TRUSTEES" and all accretions thereto and thereof including any accumulated income and investments including immovable property and securities from time to time representing the assets for the time being of the Trust for the aims, intentions and the purposes hereinafter mentioned, under the name and style of "**CHINTAN INTERNATIONAL TRUST**".
- C. With the aforesaid objects in view "THE SETTLER" has handed over the "The Trust Fund" to the "THE FOUNDER TRUSTEES" and "THE FOUNDER TRUSTEES" are seized and possessed thereof and have acknowledged the same.

NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED BY THE PARTIES HERETO:

1. "THE SETTLER" declares that he has no right, title, and/or interest in "The Trust Fund" or any part thereof and shall have no right, title and/or interest therein.
2. "THE FOUNDER TRUSTEES" declare that they are seized and possessed of The Trust Fund and are holding the same for the Trust and for the purposes mentioned hereunder.
3. The Trust Fund, including the accumulation of the income and other additions and accretions, shall be held and applied by "THE FOUNDER TRUSTEES" for charitable purposes and public welfare in the field of health, education, food, nutrition and environment through the direct development of projects and centres and collaborations with like minded individuals and organizations subject to the provision and rules mentioned hereunder.
4. The Trust shall be known as the "**CHINTAN INTERNATIONAL TRUST**".

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THE EAST DISTRICT COUNCIL

IN A RESOLUTION PASSED AT A MEETING OF THE COUNCIL HELD AT THE TOWN HALL, EAST DISTRICT, ON THE 15th DAY OF APRIL 1954.

IT IS RESOLVED THAT THE COUNCIL DO GRANT PERMISSION TO THE EAST DISTRICT BOARD OF HEALTH TO TAKE OVER THE DRAINAGE SYSTEM OF THE EAST DISTRICT.

AND THAT THE COUNCIL DO AUTHORISE THE BOARD OF HEALTH TO TAKE SUCH STEPS AS MAY BE NECESSARY TO BRING ABOUT THE TRANSFER OF THE DRAINAGE SYSTEM TO THE BOARD OF HEALTH.

IN WITNESS WHEREOF THE CLERK OF THE COUNCIL HAS HEREUNTO SET HIS HAND AND SEAL AT THE TOWN HALL, EAST DISTRICT, ON THE 15th DAY OF APRIL 1954.



THE EAST DISTRICT BOARD OF HEALTH

IN A RESOLUTION PASSED AT A MEETING OF THE BOARD HELD AT THE TOWN HALL, EAST DISTRICT, ON THE 15th DAY OF APRIL 1954.

IT IS RESOLVED THAT THE BOARD DO TAKE OVER THE DRAINAGE SYSTEM OF THE EAST DISTRICT.

AND THAT THE BOARD DO AUTHORISE THE CLERK OF THE BOARD TO TAKE SUCH STEPS AS MAY BE NECESSARY TO BRING ABOUT THE TRANSFER OF THE DRAINAGE SYSTEM TO THE BOARD.

IN WITNESS WHEREOF THE CLERK OF THE BOARD HAS HEREUNTO SET HIS HAND AND SEAL AT THE TOWN HALL, EAST DISTRICT, ON THE 15th DAY OF APRIL 1954.

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5. The head office of the Trust shall be at **C-10, KHOSHLA APPARTMENT, GAGAN VIHAR EXTN, DELHI – 110051** and/or any other place as may be mutually decided by the TRUSTEES.
6. One of the Founder Trustees, namely Professor R.B. Singh son of late Shri Darbari Singh aged about 68 years shall be the **MANAGING TRUSTEE** and he shall function as the **CHIEF EXECUTIVE OFFICER** of the Trust.
7. Professor R.B. Singh shall hold the office of the Managing Trustee and Chief Executive Officer of the Trust for life.
8. The **FOUNDER TRUSTEES** are hereby empowered to form a **BOARD OF TRUSTEES** and the maximum number of Trustees including the **MANAGING TRUSTEE** shall not be more than nineteen.
9. **THE AIMS AND OBJECTIVES OF THE TRUST ARE AS FOLLOWS:**

9.1. Mission:

To promote livelihood security, encompassing health, education, food and nutrition security and sustainable development among disadvantaged and vulnerable populations in India, while preserving and other developing countries while preserving and restoring the environmental heritage.

9.2. Aims and Objectives:

- a) To promote health and wellness in poorly-served areas through projects, programs and activities of the trust.
- b) To support sustainable development, including sustainable agriculture, eco-tourism, disaster prevention, mitigation and preparedness.
- c) To promote conservation and judicious utilization of biodiversity and preservation of natural ecosystems.
- d) To encourage educational programs and information sharing that incorporate science-based learning with relevant life skills and awareness.



The date of the first meeting of the Board of Directors of the Corporation was held on the 1st day of January, 1901, at the City of New York, New York.

The Board of Directors of the Corporation has the honor to acknowledge the receipt of your letter of the 10th day of January, 1901, and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

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- e) To encourage preservation of indigenous knowledge, technology, historical and cultural heritage.
- f) To empower the deprived local communities to be partners in the development process.
- g) To raise spiritual and environmental awareness amongst the general public through promoting universal good thought.

9.3. Programmes and Activities:

- a) To organize and hold workshops, shows, seminars, symposia, exhibitions, promotional events, awareness programs, heritage shows, competitions, festivals, press conferences etc. for the promotion of social and environmental knowledge, sustainability, science and health amongst the general public.
- b) To bring out all materials, books, journals, newsletters, video, and audio cassettes, CD's etc. and produce films for creating awareness and towards the promotion of socio-economic development, environmental knowledge, sustainability, science and health.
- c) To grant scholarships and honorariums to all types of deserving stakeholders for the promotion of the above programmes.
- d) To set up institutions and to work in collaboration with other institutions working in the fields of health, education, agriculture, rural and urban development and the environment for dissemination of knowledge and technology and to further the aims and objectives of the trust.
- e) To advance and propagate education or useful knowledge in all spheres technical, non-technical, secular, scientific, cultural and also education pertaining to science, health, agriculture and environmental issues etc.
- f) To construct, establish, maintain, support and/or grant aid to universities, colleges, museums, schools, educational institutions, libraries, laboratories, reading rooms, auditoriums, hostels, workshops, etc. for general public utility and/or to contribute to any Trust or institution established for the said purposes or any one or more of them.

them


TO THE HONORABLE CHIEF JUSTICE OF THE SUPREME COURT OF THE STATE OF DELAWARE

AND TO THE HONORABLE JUSTICES OF THE SAID COURT

THE STATE OF DELAWARE

IN SENATE

ASSEMBLED

IN SENATE

ON THE 15TH DAY OF FEBRUARY 1964

AT 10:00 O'CLOCK A.M.

IN SENATE

AT 10:00 O'CLOCK A.M.

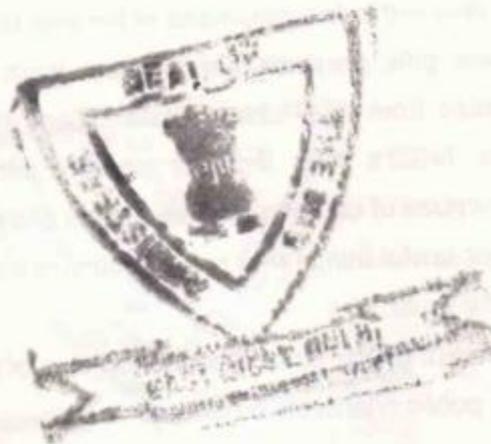


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- g) To encourage worldwide volunteers to share their expertise in the subjects of environmental issues, sustainability, food and nutrition, education, science and health by organising field work with local communities.
- h) To build a worldwide roster of experts in the above subjects who can be called upon for advice when needed.
- i) To receive donations or contributions for the objects herein from India and abroad and to use the same or income thereof for the same.
- j) To associate and collaborate with other agencies, organizations and Government departments in conducting and carrying the programmes and projects to achieve the objectives and purposes of the Trust.
- k) To purchase, take on lease, or hire or otherwise acquire moveable or immovable property or any rights or privileges necessary or convenient for any purpose of the Trust and to construct, alter and keep, repair and maintain any moveable or immovable property including farms, orchards and other land, required for use by or for the Trust.
- l) To ~~buy~~, improve, manage, develop, lease, mortgage, charge, exchange, ~~dispose of~~ or otherwise deal with all or any part of the property and assets of the Trust.
- m) To borrow, raise any money required for the purpose of the Trust and to lend, deposit and deal with moneys of the Trust.
- n) To invest and deal with money or moneys of the Trust, not immediately required in such securities and/or in any manner that may be from time to time determined by the "TRUSTEES" only within the provisions of Income tax Act, 1961
- o) To accept donations, gifts, presents, aid, grants in cash or in kind and moveable or immovable properties from the Public / State / Central Government / corporate / individuals, Trusts, NGO's from India or abroad, either as corpus or in cash according to the purpose of carrying out the objects of the Trust.
- p) To do all such other lawful things that may be conducive to the achievement of the above objects of the Trust.
- q) To do the advancement of any other object or objects of general public utility as the law may regard as public charitable purposes.

9.4. The objects of the Trust will be of purely charitable nature and not motivated for profit. They are independent of each other and the TRUSTEES may from time to time apply the funds of the Trust in carrying out any or one of the objects of the Trust.

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9.5. The benefits of objects would be available to the general public irrespective of caste, creed, religion or sex.

9.6. In this Trust Deed wherever there is a reference to a male person it shall be equally applicable to a female.

THE BOARD OF TRUSTEES

10. The TRUSTEES for the time being shall together be called the BOARD OF TRUSTEES or THE TRUSTEES.

10.1 The FOUNDER TRUSTEES (Other than the Managing Trustee) named in the Deed shall remain TRUSTEES initially for five years with an option for re-elections for several three-year terms, subject to retirement at the age of seventy five years or until they resign.

10.2 Other than the MANAGING TRUSTEE and FOUNDER TRUSTEES, a Trustee shall hold office for an initial term of three years with an option for re-election for another term of three years.

10.3 Special provisions may be made to retain the interest and utilize the special talents of a past Trustee by inviting him to serve in some special, voluntary, honorary or advisory capacity.

10.4 Definite terms of appointment shall be made for all Trustees other than the MANAGING TRUSTEE and FOUNDER TRUSTEES specifying the duration of their terms as Trustee.

10.5 The Trustee may hold office as representative of his parent institution or in his individual capacity.

10.6 The power of appointing a new Trustee shall be vested in the MANAGING TRUSTEE during his lifetime. THE MANAGING TRUSTEE, may in his lifetime,

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appoint a successor in his place and in case he does so, the successor shall be the MANAGING TRUSTEE with effect from the date so specified by MANAGING TRUSTEE. In the event of the MANAGING TRUSTEE not appointing/nominating a MANAGING TRUSTEE in his place, on his death, the surviving Trustees will elect a MANAGING TRUSTEE by a majority vote. PROVIDED HOWEVER that no officer or employee of the Trust, other than the Chief Executive Officer, however designated, in this case MANAGING TRUSTEE, shall be appointed a Trustee or MANAGING TRUSTEE.

- 10.7 Any casual vacancy in the Trustees caused by death, resignation, retirement or otherwise may be filled in by new appointments by the MANAGING TRUSTEE.
- 10.8 A Trustee may resign on giving one month's notice in writing addressed to the MANAGING TRUSTEE or the other Trustees if there is no MANAGING TRUSTEE.
- 10.9 A Trustee (Except MANAGING TRUSTEE) shall retire on attaining seventy-five years of age.
- 10.10 The office of the Trustee, excluding the MANAGING TRUSTEE, shall be vacated if the Trustee leaves India permanently or by reason of his illness or infirmity, or if in the opinion of the majority of other Trustees, he has become incompetent or incapable of acting.
- 10.11 The Board shall not be of less than three at any given time. The FOUNDER TRUSTEES shall comprise the First Board of Trustees.
- 10.12 The Board shall not be regarded as incomplete nor shall any action taken or any power exercised by the Board be regarded as invalid on account of there being any vacancies on the Board.

PROVIDED HOWEVER that if the number of Trustee falls below three, the Board shall not function except for the purpose of filling the vacancies of the Board.

- 10.13 The Trustees shall meet at least once in a period of one year. At least two or one half of the existing number of Trustees whichever is higher (OUT OF WHICH ONE

HAS TO BE THE MANAGING TRUSTEE) present in person shall form the quorum for any meeting of the Board. The Trustees shall elect amongst themselves a Chairman, and the Chairman of the Board of Trustees shall preside at all the meetings of the Board.

- 10.14 If at any meeting the Chairman is not present, the Trustees present shall choose one of themselves to be the Chairman of such meeting.
- 10.15 All questions arising at the meeting of the Trustees shall be decided by a majority of votes of the Trustees present and voting and in case of equality of votes the Chairman shall cast a second vote.
- 10.16 A resolution in writing circulated amongst all the Trustees present in India and passed by a majority of three-fourths of such Trustees shall be valid and effectual as if it had been passed at a meeting of the Trustees duly called and convened.
- 10.17 Notice of the meeting of the Trustees and all communications may be sent to the Trustees at the addresses registered for the time being in the records of the Trust.
- 10.18 All meetings of the Trustees will be held at such place as the Trustees may from time to time decide.
- 10.19 The minutes of the proceedings of every meeting of the Board will be entered in books to be kept for that purpose and shall so when entered and signed be conclusive evidence of the business transacted at such meeting.
- 10.20 The Trustees shall frame their own rules and procedures for the conduct of meetings and business of the Trust, provided that they are not in contravention of any specific provisions of the Trust Deed.
- 10.21 On a new Trustee being appointed and on his signing the Minute Book the effect of his having taken charge, all the movable properties shall vest in him along with other Trustees and he will 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

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favour. The properties shall be deemed automatically to have been transferred in favour of the incoming Trustees, the intention being that immovable properties and assets of the Trust shall vest and remain vested in favour of any new Trustee who may be appointed. In case the Trust acquires immovable properties out of the Trust Fund or its accumulations or otherwise, such property shall be transferred by the continuing Trustees to the continuing Trustees and the incoming Trustee(s) by a Deed of Transfer.

11. POWER AND RESPONSIBILITIES OF TRUSTEES

11.1 The Trustees shall have the necessary power and the authority as may be required, to determine the Trust's mission and set policies for and oversee its operations, ensuring that the provisions of the Trust's Charter and the law are being followed. In matters relating to the raising and investment of the funds of the Trust, the Trustees shall have the absolute discretion, provided that the exercise of such discretion shall not jeopardize the status of the Trust as a charitable organization under law including the Income Tax Act.

PROVIDED HOWEVER THAT

11.1.1 The Trustees shall not enter into any conditions contrary to the objects of the Trust and that

11.1.2 In case of large donations the specific directions of the donor shall be obtained that such portions of donations should form the corpus of the Fund and that in all events, no donations shall be accepted that are contrary to any provision of the Income Tax Act.

11.2 Subject to any condition attached to any gift or donation, the Trustees shall have absolute discretion to spend the income and corpus of the Trust properties for the objects of the Trust.

11.3 As the Chief Executive Officer of the Board the MANAGING TRUSTEE shall have the power and authority for and on behalf of the board.



- 11.3.1 To carry out the resolutions of the Board.
- 11.3.2 To sign papers, documents and receipts.
- 11.3.3 To pay money payable by the Trust and demand and get receipts for these
- 11.3.4 To demand and receive moneys due to the Trust and issue receipts for the objects of the Trust.
- 11.3.5 To open current and deposit accounts in the name of the Trust with such bank or banks as the board may from time to time authorize in this behalf to deposit the funds of the Trust in such accounts on behalf of the Trust.
- 11.3.6 To make, draw, endorse, accept sign, negotiate or transfer cheques, promissory notes, hundies, bills of exchange, bills of lading, railway receipts, warrants and other negotiable or transferable instruments, Governments securities or other securities.
- 11.3.7 To lease out lands and properties of the Trust which are ordinarily leased for any period of time as may be decided by the Board
- 11.3.8 To arbitrate or abandon legal proceedings or disputes and to sign all papers in connection therewith.
- 11.3.9 To call for the meeting or meetings of the Board and
- 11.3.10 To execute all documents on behalf of the Board

11.4 The MANAGING TRUSTEE shall cause true, accurate and regular accounts to be maintained of all moneys received and spent and of all matters in respect thereof in the course of management of Trust properties or in relation to the carrying out of the objects and purposes of the Trust as well as of the assets, credits and effects thereof.

11.5 The MANAGING TRUSTEE shall cause the Account of the Trust to be examined and that the correctness of the accounts and the balance sheet ascertained, once at least every year, by a Chartered Accountant appointed by the Trustees and shall place before the Board the annual audited statement of accounts duly countersigned by the Chartered Accountant and the MANAGING TRUSTEE along with a report of projects and institutions conducted and maintained by the Trust. The MANAGING TRUSTEE shall give at least 21 days written notice of the meeting to the other Trustees specifying the day, date, place, time and agenda of the meeting. Along with the



notice the MANAGING TRUSTEE shall also send to every one of the Trustees a copy of the audited statements of accounts to be placed before the meeting. The Board shall consider at the said meeting the report of the MANAGING TRUSTEE and that of the Chartered Accountant and audited accounts and if the Board proceeds to approve and adopt them, such approval shall be by means of a resolution to the effect. All such resolutions passed by the Board shall be recorded in a separate book.

11.6 The Trustees may join, co-operate and/or amalgamate the Trust or these presents or any portion thereof with any Trust or institution having allied or kindred objectives upon such terms as they may in their absolute discretion think fit.

11.7 The Trustees shall be entitled at their discretion from time to time to start, discontinue, abolish and restart any charity, charitable or other institution connected with puppetry or performing arts, to impose any condition or conditions to any subscriptions or donations made by them and to earmark any portion of the Trust property or income for any particular object or objects.

11.8 The Trustees may invest the Trust Fund in the purchase or mortgage of immovable property or investments authorized by the Indian Trust Act and/or Section 11(5) of the Income Tax Act, 1961 on such terms as to interest or otherwise as the Trustees may think proper with power to the Trustees to alter vary or transpose such investments from time to time in such a manner as they may in their absolute discretion think fit, for others of the same or of alike or different nature.

11.9 The Trustees may from time to time in their absolute discretion, for any of the purposes of the Trust, raise or borrow any sum or sums of money from or make any arrangement for finance with any person, persons, banks, firms, companies or institutions and may secure the payment of such money or moneys by hypothecation or mortgage of properties and/or assets of the Trust or otherwise in such a manner and upon such terms and conditions as they think fit and/or as may be necessary.

PROVIDED HOWEVER that such decision is taken at a duly convened meeting of the Trustees and not by circulation.



- 11.10 The MANAGER TRUSTEES may on behalf of the Board pay all charges and outgoing payables in respect of any immovable property which for the time being forms part of the Trust Estate and may carry out repairs required to be done to the same and keep the same insured against loss or damage by fire and may incur all other costs charges and expenses of and incidental of the administration and management of the Trust Estate and the properties for the time being belonging to the Trust as he may in his absolute discretion think fit.
- 11.11 The Trustees shall have full power to compromise or compound all actions, suits and other proceedings, all differences and disputes touching the Trust estate and/or the Trust properties and to refer to any such differences or disputes to arbitration and to adjust and settle all accounts relating to Trust estate and/or the Trust properties and to do all other necessary acts and things without being liable or answerable for any loss occasioned thereby.
- 11.12 The Trustees may in their discretion grant and/or allow any privileges and/or concession to any institution having objectives similar to and/or allied with the objectives of the Trust and specially in the matter of allowing the use of any property including the premises erected and/or used by the Trust.
- 11.13 The Trustees may frame schemes and rules and regulations for carrying out of the objects of the Trust and for the management and running of any institution established, run or aided by the Trust and for managing the affairs of the Trust and to vary the same from time to time as the Trustees may in their absolute discretion deem fit and proper.
- 11.14 The receipt of the Trustees or of any one or more of them if so authorized by the Board for any moneys, stocks, funds, shares, securities or investments paid, delivered or transferred to them shall effectually release and discharge the person or persons paying, delivering or transferring the same from it and from seeing or from being bound to see to the application or being answerable for the loss or misapplication thereof.

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- 11.15 The Trustees may reimburse themselves and pay and discharge out of the Trust Fund all expenses incurred in or any of their duties under these present.
- 11.16 The Trustees shall not be liable by reason of any investments made by them in depreciation in value or becoming of no value.
- 11.17 A Trustee shall not be liable for any act done by him in good faith.
- 11.18 The Trustees shall however, be answerable and accountable for their wilful unlawful acts, neglect and default respectively, but shall not be answerable one for the others of them nor for any banker or others of them nor for any banker or other persons with whom or into whose hands Trust moneys or securities may come or be deposited or given not for the insufficiency or deficiency of any stock, debenture, share, funds or other securities nor for any other loss unless the same shall happen through such wilful acts, default or neglect respectively.
- 11.19 The Trustees may appoint committees and/or delegate any of their powers to a committee consisting of such members of their body but always including the MANAGING TRUSTEE whether or not others are Trustees, or to the MANAGING TRUSTEE as they shall think fit.
- 11.20 The Trustees may appoint EXPERT COMMITTEES but always including MANAGING TRUSTEES to evolve and/or implement projects in accordance with the objects of the Trust. However the Board shall retain their right to approve or reject the proposals received from the EXPERT COMMITTEES partially or totally. The members of the EXPERT COMMITTEES shall be paid such remuneration, as the Trustees deem fit.
- 11.21 The Trustees may, in addition to the aims and objectives of "**Chintan International Trust**" as on the date of execution, add or frame other rules and by-laws for any matters relating to the Trust, as they deem fit and proper, provided that such additions shall not alter the main aims and objectives of the Trust hereby created.



11.22 The Trustees may appoint any nominee or nominees or person or persons to act as their constituted attorneys or agents on such terms and conditions and on such remuneration as they deem fit and to delegate to them all or any of the duties and powers with regard to the management of the Trust Fund, all matters and affairs relating to the Trust or for the purpose of carrying out the objects and purposes of the Trust and such powers for all work in any court or courts and other offices, for collection and realization of the rents, issues and profits and to do such other acts as the Trustees may think proper or necessary.

11.23 The Trust shall conform to the provisions of the Indian Trust Act 1882, in all matters not expressly provided for herein but in case any difficulty or doubt arises on any question in respect to the management or administration of the Trust or any matters falling hereunder, the MANAGING TRUSTEE may on behalf of the Board, apply to the direction or order and the Trustees acting upon the direction, if any, of the court shall be deemed so far as regards their responsibility to have discharged their duties in respect thereof.

11.24 If it appears to the Trustees that the objects of the Chintan International Trust can not be carried out economically and if in the interest of such objectives it becomes desirable to amalgamate the Chintan International Trust with some other Trust or Society having similar aims and objectives or for some other reason it would in the opinion of the Trustees otherwise be expedient to discontinue the Chintan International Trust, the Trustees shall make over the Trust Fund to some other Trust or society having similar aims and objects or allow the Chintan International Trust to be amalgamated with such a Trust or Society. Provided that the net funds would transfer to Institutions having similar objectives and enjoying exemptions under Section 11 and Section 80-G of the Income Tax Act, 1961. In such eventuality Chintan International Trust shall stand dissolved.

11.25 The bye-laws of the Trust shall not be amended without getting approval from the Commissioner of Income Tax having jurisdiction over the Trust.

11.26 It is hereby expressly declared that Chintan International Trust is a Public Charitable Trust and the Trust hereby created is irrevocable and the SETTLER will

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have no power to resume authority over the income or assets of the Fund in any circumstances.

11.27 This deed shall in all respects be construed in accordance with the laws of India

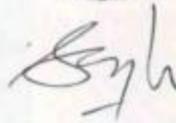
IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENT
THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.




Satyendra Kumar Singh
(SETTLER)

TRUSTEES:

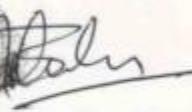
1. DR.SATYENDRA SINGH
S/O LATE DR. CHINTAMANI SINGH
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NEW DELHI-110057
(PASSPORT NO-Z1753783)

2. PROFESSOR R.B.SINGH
S/O LATE SH.DABRI SINGH
DI/1291, VASANT KUNJ,
NEW DELHI-110070

WITNESS:

1. MR. SANTOSH KUMAR KHEMKA
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(PAN -ANOPK6566E)

2. MR. HUKAM CHAND
S/O OM PRAKASH
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