

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

IN-DL06720410010886W

Certificate Issued Date

21-Jun-2024 05:32 PM

Account Reference

IMPACC (IV)/ di832203/ DELHI/ DL-DLH

Unique Doc. Reference

: SUBIN-DLDL83220369089728324044W

Purchased by

ST XAVIERS EDUCATIONAL TRUST

Description of Document

: Article 5 General Agreement

Property Description

B-204 YOJNA VIHAR NEW DELHI

Consideration Price (Rs.)

0

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(Zero

First Party

ST XAVIERS EDUCATIONAL TRUST

Second Party

: NA

Stamp Duty Paid By

ST XAVIERS EDUCATIONAL TRUST

Stamp Duty Amount(Rs.)

100

(One Hundred only)



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This Stamp paper forms an integral part of the Supplementary Trust Deed of St. Xaviers Educational Trust

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Government of National Capital Territory of Delhi

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Certificate No.

: IN-DL06719104670229W

Certificate Issued Date

21-Jun-2024 05:30 PM

Account Reference

IMPACC (IV)/ di832203/ DELHI/ DL-DLH

Unique Doc. Reference

: SUBIN-DLDL83220369091166015892W

Purchased by

ST XAVIERS EDUCATIONAL TRUST

Description of Document

: Article 5 General Agreement

Property Description

: B-204 YOJNA VIHAR NEW DELHI

Consideration Price (Rs.)

: 0

First Party

(Zero)

Second Party

: ST XAVIERS EDUCATIONAL TRUST

Stamp Duty Paid By

ST XAVIERS EDUCATIONAL TRUST

Stamp Duty Amount(Rs.)

100

(One Hundred only)



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Certificate No.

: IN-DL06719530041241W

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Account Reference

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Unique Doc. Reference

: SUBIN-DLDL83220369089021500354W

Purchased by

ST XAVIERS EDUCATIONAL TRUST

Description of Document

: Article 5 General Agreement

Property Description

B-204 YOJNA VIHAR NEW DELHI

Consideration Price (Rs.)

: 0 (Zero)

First Party

: ST XAVIERS EDUCATIONAL TRUST

Second Party

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Stamp Duty Paid By

ST XAVIERS EDUCATIONAL TRUST

Stamp Duty Amount(Rs.)

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(One Hundred only)



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Government of National Capital Territory of Delhi

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Certificate No.

Certificate Issued Date

Account Reference

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Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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ST XAVIERS EDUCATIONAL TRUST

Article 5 General Agreement

B-204 YOJNA VIHAR NEW DELHI

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ST XAVIERS EDUCATIONAL TRUST

(One Hundred only)



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Government of National Capital Territory of Delhi

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Certificate No.

Certificate Issued Date

Account Reference

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Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

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: 21-Jun-2024 05:28 PM

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: SUBIN-DLDL83220369085892085542W

ST XAVIERS EDUCATIONAL TRUST

Article 5 General Agreement

: B-204 YOJNA VIHAR NEW DELHI

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This stamp paper forms an integral part of the Supplementary Trust Deed of St. Xaviers Educational Trust.

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SUPPLEMENTARY TRUST DEED OF ST XAVIERS EDUCATIONAL TRUST

This amendment to the Supplementary Trust Deed of St Xaviers Educational Trust dated March 01, 2024, is executed at Delhi, India on this 25th day of June 2024, ("Amendment") by the undersigned Trustees of "St. Xaviers Educational Trust".

WHEREAS:

- A. The "St. Xaviers Educational Trust" having registered office at B-204, Yojna Vihar, Delhi- 110095, India ("Trust") was constituted vide the deed of trust dated November 29, 2018, duly registered with the Sub-Registrar at Vivek Vihar, Delhi, India on December 01, 2018, under the registration number 2,181 ("Original Trust Deed") on the terms and conditions specified in the Original Trust Deed.
- B. The Original Trust Deed was, subsequently, amended (a) by the Amended Trust Deed of St. Xaviers Educational Trust dated March 07, 2021, duly registered with the Sub-Registrar at Vivek Vihar, Delhi, India on March 08, 2021, under the registration number 454 ("Amendment Deed No. 1") and then (b) by the Supplementary Trust Deed of the St. Xaviers Educational Trust dated March 01, 2024, duly registered with the Sub-Registrar at Vivek Vihar, Delhi, India on March 08, 2024, under the registration number 2024/18/IV/120 ("Trust Deed").
- C. The Trustees have unanimously agreed to make further amendments to the Trust Deed.

NOW THIS AMENDMENT WITNESSETH AS UNDER:

- 1. The capitalized terms used herein but not defined shall have the meaning assigned to such term in the Trust Deed.
- 2. Amendment to Title Clause: Page 1 of the Trust Deed provides the names and details of 4 (four) Trustees. The Board of Trustees hereby agree that on and from the date of this Amendment, the Trustees of the Trust shall be replaced with the following:
 - (a) Mr. Tarun Sachdeva, son of Mr. Kamal Kumar Sachdeva, resident of B-204, Yojna Vihar, Delhi 110095; and
 - (b) Mr. Navneet Kabra, son of Mr. Govind Kumar, resident of F-13/1, Ground Floor, Model Town-2, Dr. Mukharjee Nagar, Delhi 110009.
 - (c) Mr. Prajodh Rajan, son of Mr. Chacko Rajan, resident of C-3102, Ashford Royale, S. Samuel Street, Nahur, Mumbai - 400 078;
 - (d) Mr. Dinesh Vaswani, son of Mr. Nanik Vaswani, resident of 4C, Woodlands, Peddar Road, Mumbai - 400 026:

("Trustees")

3. Amendment to Clause 5: Clause 5 is deleted in its entirety and is replaced with the following: artisund?

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"[Intentionally Left Blank]"

4. Amendment to Clause 6 (1): Clause 6 (1) is replaced with the following:

"To start, establish, run, take over, manage and maintain schools and higher education institutes to provide sound education including cultural, vocational, sports, social, fine arts, performing arts, dramatics, social services and computer education including use of online learning and e-learning and also approach for recognition & affiliation from Education Departments and/or other concerned Govt. authorities."

5. Addition of Clause 6 (52): Clause 6 is amended to include Clause 6 (52), which will read as follows:

"Giving loans, donations, voluntary donations, corpus donations or financial assistance in any other manner to another trust or to not-for profit entities having same or similar objects as that of the Trust."

6. Amendment to Clause 9: Clause 9 is replaced with the following:

"The number of the Trustees shall not be less than Two and not more than Eleven. The Trustees shall be Trustees for their life-time but any Trustee may resign by giving in writing to the Co-Trustees. A change in Trustees will not require any amendment to the Trust Deed."

7. Amendment to Clause 10: Clause 10 is replaced with the following:

"The general management and control of the Trust properties and its affairs shall be vested in the Trustees and the Trustees shall have power to do all such acts as may be considered necessary for the benefit of the Trust and/or management of its properties and affairs."

8. Amendment to Clause 11: Clause 11 is replaced with the following:

"All the trustees shall form the 'BOARD OF TRUSTEES' and all the decisions shall be taken in the meeting of Board of Trustees called from time to time. Without prejudice to any of the powers that the Trustees may have under any law for the time being in force or to their general powers for management, the Trustees shall have the following powers:

- a) To manage the Trust, the Trust fund, Trust Property and other affairs relating to the Trust and to do all acts, deeds and things necessary for the preservation, maintenance and management thereof and the affairs relating thereto or connected therewith, including the making of Rules and Regulations from time to time.
- b) To apply any part of the Trust fund in acquiring moveable/immovable properties and sell, mortgage, alienate or otherwise dispose off the same as they may thing fit and proper.
- c) To take on rent or lease, purchase or construct building and to construct, add, alter demolish, maintain, sell, dispose off, alienate, or otherwise deal with any property moveable or immovable comprising the Trust Fund, for the achievement of the objects of the Trust.
- d) To let out, demise any moveable or immovable property comprised in the Trust fund for such period and at such rent discretion may think fit.
- e) To acquire purchase, vary, sell, convey, change, transfer, transpose or otherwise deal with all or any of the investments including shares, stocks, debentures, Govt. Securities belonging to the Trust or representing the Trust Fund and to re-invest the same as the Trustees may deem fit and proper in accordance with the provisions of Income Tax Act.
- f) To apply and get registered under Sec. 12/80-G of the Income Tax Act.
- g) To accept donations, contributions, gifts and/or other grant-in-aid either in money or in kind.

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- h) To enter into any contract and borrow money for the purposes of the Trust and-management of its properties and assets.
- i) To open account(s) and give directions to transfer, endorse and sign government securities, promissory notes, shares, debentures, securities, instruments etc. and all these accounts shall be operated by the Trustees jointly and/or severally as decided by them in the Board Meeting.
- To appoint Sub-Committees comprising one Trustee or more for carrying out the objects and purposes of the Trust or matters connected with the Trust and/or its affairs.
- k) To institute suits, actions and legal proceedings, to prefer appeals, to make applications or petitions, and to give affidavits, wherever necessary and to defend or compound, compromise, abandon, submit to arbitration or otherwise settle any suit, action claim, legal proceedings, appeal, demand or dispute relating to the Trust matters.
- 1) To keep proper accounts of the Trust Fund and its property.
- m) To apply to whole or any part of the Trust Fund (corpus and/or income) or property for the objects and purposes of the Trust and to set apart the whole or part of the income of the corpus or part thereof for any of the objects of the Trust.
- n) To amalgamate the Trust with other institution, association, Trust, or organization having Public Charitable objects and purposes with the consent of two third of Trustees in writing.
- o) To nominate, appoint and constitute attorney(s), legal practitioners, agents etc. and to delegate the duties and powers vested in them (Trustees) with regard to the management of the Trust property including starting or defending of legal proceedings or for opening or operating upon accounts with any bank(s), person(s), firm(s) or to do such other acts and duties relating to or connected with the Trust property as may be deemed necessary.
- p) To appoint/nominate patrons and to give such other designations to various persons extending help for the running or for the case of the Trust.
- q) And generally, to do all acts deeds and things as maybe necessary for administration of the Trust."

9. Amendment to Clause 13: Clause 13 is replaced with the following:

"The Trustees may from time to time, frame Rules for the conduct of the administration of Trust and regulating the meeting of Trustees. The following matters will require approval of the majority Trustees in a meeting with 2/3rd members present and voting:

- (i) appointment of a new Trustee on the Board of Trustees;
- (ii) removal of a Trustee from the Board of Trustees;
- (iii) any amendments / modifications to the provisions of the Trust Deed and this Amendment;
- (iv) any subsequent amendment to a matter, in relation to Trust / Trust Deed, which is agreed in writing by all the Trustees; and
- (v) any matter in relation to Trust / Trust Deed other than the matters which is agreed in writing by all the Trustees including any subsequent amendment to such matter.

A resolution circulated to all the Trustees and signed by the majority of such Trustees shall be as valid and effectual as resolution duly passed at a meeting of the Trustees.

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Any matter in relation to Trust / Trust Deed other than the matters which is agreed in writing by all the Trustees to be approved by unanimous consent of the Board of Trustees will be approved by a majority consent of the Board of Trustees. Any subsequent amendment to such matter which requires majority consent of the Board of Trustees shall be approved by majority vote of the Board of Trustees."

10. This Amendment is in addition to and not in derogation of the provisions of the Trust Deed, save as amended herein, all other provisions of the Trust Deed shall continue to be valid, subsisting and in full force and effect and remain unaltered, except to the extent being contrary or conflicting with the terms hereof. In the event of any conflict in provisions of the Trust Deed and this Amendment, the provisions of this Amendment shall prevail. This Amendment shall form an integral part of the Trust Deed and any reference to the "Trust Deed" shall be construed as a reference to the Trust Deed as amended by this Amendment, unless specified otherwise or the context requires otherwise.

[Signature Pages Follow]

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SIGNED AND DELIVERED BY:

Mr. Tarun Sachdeva

In presence of:

Mr. Praveen Kumar

SIGNED AND DELIVERED BY:

In presence of:

Mr. Navneet Kabra

Mr. Praveen Kumar

SIGNED AND DELIVERED BY:

In presence of:

Mr. Prajodh Rajan

Mr. Rajv Pillai

SIGNED AND DELIVERED BY:

In presence of:

Mr. Dinesh Vaswani

Ms. Sovoligatha Historia