

1357

M/C-528
3000Rs.

THIS TRUST DEED made this 2nd day of Sept, 1982
between M/s. J.K. SYNTHETICS LTD., a Company governed
by the Companies Act, 1956 and having its Registered Office
at Kamla Tower, Kanpur, hereinafter called the Company,
which expression shall unless repugnant to the context or
meaning thereof may include its successors and assigns on
the one part and (1) Shri Sohanlal Singhania (2) Shri Yadupati
Singhanja (3) Shri D.S. Bhandari (4) Shri R.G. Bagla and (5)
Shri S.N. Sen Gupta, hereinafter called the Trustees,
(which expression shall unless repugnant to the context or
meaning thereof include its survivors or survivor of them
and Trustees or Trustee for the time being of these presents
and the heirs, executors and administrators of the last
survivor, their or his or her assigns) of the other part.

WHEREAS :

(a) The Company being desirous of establishing a charitable
trust for certain charitable purposes in the name of J.K.Cement
Nimbahera Foundation, Dr. Gaur Hari Singhania, the Chairman
of the Company, handed over to the Company, a sum of Rs. 501/-
in cash for being made over by the Company to the Trustees;

....2.

सदर सजाना जयपुर

रि 2400/- 3000/- 200/-

मैसर्स जे.के.सि.पैलि लि.

विवाह पत्र का प्रमाण

विवाह पत्र - कमला राय 28/1/2022

श्री श्री गुरु देवी सिद्धी मा - चक्र प्रेस

16/6/82

Revised

07/11/2022

गुरु देवी सिद्धी मा

पदम प्रत सिद्धी मा

कमला राय

कमला राय

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28/1/2022

गुरु देवी सिद्धी मा चक्र प्रेस
लिडिंग ऑफिस जयपुर व मुंबई

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28/1/2022



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(b) At the request of the Company, the Trustees have agreed to become the Trustees of the said Charitable Trust and received from the Company the said sum of Rs.501/- to be held by them upon trust as is testified by their becoming parties to and executing these presents ;

(c) As a result of partial decontrol of cement by the notification of the Central Government dated 27th February, 1982 and bearing No.1-42/87-CEM, the Company which manufactures cement in its plant known as J.K. Cement Works, at Nimbahera Distt. Chittorgarh (Rajasthan), became entitled to sell 33.4% of the existing plant capacity and 50% of new plants installed capacity in open market without any price or distribution control.

(d) At the request of the Trustees, the Company having found it possible and feasible to collect and receive on behalf of the Trust for fulfilment of the charitable objects of the Trust, a sum of Rs.2/- per tonne in respect of cement sold by the Company in open market, by making a charge of

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बुद्ध लज्जाना कागजपुर

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विभागाध्यक्ष कागजपुर

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16/6/82

Rajput

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(a) At the request of the Trustee, the Company has agreed

to purchase the shares of the said Trustee for a sum of Rs. 100/-

and to pay the same to the said Trustee by instalments of Rs. 25/-

per month for a period of 48 months commencing from the date of the

execution of the said agreement.

(b) As a result of the above agreement, the Company has agreed

to purchase the shares of the said Trustee for a sum of Rs. 100/-

and to pay the same to the said Trustee by instalments of Rs. 25/-

per month for a period of 48 months commencing from the date of the

execution of the said agreement.

(c) The Company has agreed to purchase the shares of the said Trustee

for a sum of Rs. 100/- and to pay the same to the said Trustee by

instalments of Rs. 25/- per month for a period of 48 months

commencing from the date of the execution of the said agreement.

(d) The Company has agreed to purchase the shares of the said Trustee

for a sum of Rs. 100/- and to pay the same to the said Trustee by

instalments of Rs. 25/- per month for a period of 48 months

commencing from the date of the execution of the said agreement.

(e) The Company has agreed to purchase the shares of the said Trustee

for a sum of Rs. 100/- and to pay the same to the said Trustee by

instalments of Rs. 25/- per month for a period of 48 months

commencing from the date of the execution of the said agreement.

(f) The Company has agreed to purchase the shares of the said Trustee

for a sum of Rs. 100/- and to pay the same to the said Trustee by

instalments of Rs. 25/- per month for a period of 48 months

commencing from the date of the execution of the said agreement.

(g) The Company has agreed to purchase the shares of the said Trustee

for a sum of Rs. 100/- and to pay the same to the said Trustee by

instalments of Rs. 25/- per month for a period of 48 months

commencing from the date of the execution of the said agreement.

(h) The Company has agreed to purchase the shares of the said Trustee

for a sum of Rs. 100/- and to pay the same to the said Trustee by

instalments of Rs. 25/- per month for a period of 48 months

commencing from the date of the execution of the said agreement.



- 3 -

Rs.2/- per tonne to the customers (which the customers have agreed to pay) in respect of cement sold by the company to them and to make over to the Trustees the amount so collected and received by the Company to be held by the Trustees upon trust for the charitable objects and purposes of the Trust:

(e) Prior to the execution of these presents, the Company has made over to the Trustees a further sum of Rs.77,427.20 being the aggregate amount of the said charge of Rs.2/- per tonne in respect of cement sold by the Company to its customers during the period commencing from 2nd March, 1982 and ending with 31st May, 1982.

(f) The Company and the Trustees are desirous of recording and declaring the said trust and the powers and provisions thereof as hereinafter mentioned.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. For effectuating the said desire of the Company and in

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संज्ञा संज्ञा

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मेसर्स डी. वी. सिन्धीया लि.

संज्ञा संज्ञा

संज्ञा संज्ञा

16/6/02

Rajendra

द्वारा 021 गौरी सिन्धीया चम्पल

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1. The Company has been formed for the purpose of carrying on the business of collecting and receiving by the Company to be held by the Trustee upon trust for the charitable objects and purposes of the Trust.

(a) Prior to the execution of these Articles, the Company has made over to the Trustee a sum of Rs. 10,000/- being the aggregate amount of the subscription of Rs. 2/- per share in respect of shares sold by the Company to its subscribers for the period commencing from 1st March, 1902 and ending with 31st May, 1902.

(b) The Company and the Trustee are desirous of recording and declaring the said trust and the powers and provisions thereof as hereinafter contained.

NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED AS FOLLOWS :

1. For attesting the said deed of the Company and its

consideration of the premises the settlor doth hereby assign and transfer into the Trustees the saidsum of Rs.501/- received by the Company from its Chairman, Dr. Gaur Hari Singhanian and the said sum of Rs.77,427.20 being the amount collected and received by the Company on behalf of the Trustees making together the sum of Rs.77,928.20 . To have, receive and take the said sum of Rs.77,928.20 and the income, interest and profits thereof, as also the accumulations thereof and accretions thereto and the investments thereof for the time being representing the same unto the Trustees for ever upon the trusts declarations and conditions hereinafter declared and contained.

2. For effectuating the said desire of the Company, the Trustees do and each of them doth hereby agree and declare that they, the Trustees, shall and will hold and stand possessed of the said sum of Rs.77,928.20 made over and assigned to them as aforesaid and such further sums representing the collection made by the Company on behalf of the Trust from the customers at the rate of Rs.2/- per tonne in respect of cement sold by the Company to its customers as may from time to time be made over by the Company to the Trustees as also such further sums or donations and subscriptions as may from time to time be received by the Trustees and all the income and profits thereof with all the accumulations thereof and the additions and accretions thereto and the investments for the time being representing the same (all which are hereinafter referred to as the Trust Fund) upon the trusts under the conditions, provisions and declarations concerning the same and hereinafter contained.

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3. The name of the Trust shall be J.K. Cement Nimbahera Foundation and the Head Office of the Trust shall be at J.K. Cotton Mills Premises, Kalpi Road, Kanpur-208 012 and branch office at J.K.Cement Works, Kailash Nagar, Nimbahera District Chittorgarh (Rajasthan) and such other branch offices as the Trustees may from time to time determine.

4. The Trust shall be deemed to have come into effect on 2nd March, 1982.

✓ 5. The Trust Fund shall be held for the following charitable objects and purposes.

- i) Relief to the poor ;
- ii) Education ;
- iii) Medical relief ; and
- iv) Advancement of any other object of general public utility not involving carrying on any activity of profit.

6. The Trustees shall collect, recover, realise and receive the income, interest and profits, which shall accrue, due and be payable of and from the Trust Fund and from and out of such income, interest and profits in the first instance pay and discharge or reimburse all rates, taxes, insurance premia in respect of any immovable property comprised in the Trust Fund and other outgoings of the Trust Fund and the costs, charges and expenses of keeping the immovable property comprised in the Trust Fund in fit and proper state of repairs and also all costs, charges and expenses, which may from time to time be incurred by the Trustees or any of them in the discharge of their duties under these presents and the execution of the trusts and powers of these presents or incidental thereto including the costs charges and expenses of realising, collecting and receiving the income, profits and interest of the Trust Fund and conversion

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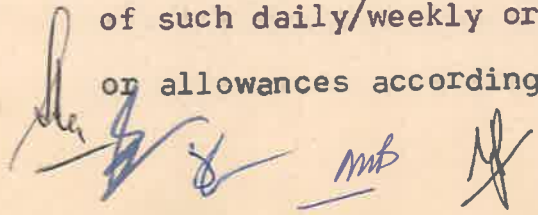
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and reinvestment of the Trust Fund and all such other expenses for keeping proper accounts and other purposes as the Trustees may approve and be conducive to the purposes expressed in these presents, the Trustees having power to engage servants and agents for the protection and administration of the Trust Fund and for recovering and realising the income, interests and profits of the Trust Fund and for keeping proper accounts and otherwise for securing the proper management and administration of the Trust Fund.

7. The Trustees shall, spend, utilise and apply the Net Income of the Trust Fund that may be left after defraying the costs, charges and expenses hereinabove mentioned or making provision therefor or such portion of the net income as the Trustees may deem proper for carrying out the charitable objects and purposes set out in clause 5 above within the territories of the Union of India, in such manner in all respects as the Trustees may in their absolute discretion deem fit and proper. For the purpose of carrying out the said charitable objects and purposes, the Trustees may inter alia do perform and execute the following acts, deeds and things:

- i) Establish, equip, upkeep and maintain industrial homes for men and women who are without employment, orphans, blind, lame, deaf, dumb and persons otherwise disabled or incapable of earning their livelihood, for teaching them such arts, handicrafts, home industries including carpentary, joinery, designing drawing, painting, cane work, carpet making, spinning, weaving, laundry work, dry-cleaning, cooking, confectionary making, knitting, sewing, embroidery, as the Trustees may deem fit and proper and with and subject to such provisions or regulations including payment of such daily/weekly or monthly wages or remuneration or allowances according to piece work or otherwise

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- as the Trustees may from time to time determine ;
- ii) Establish, upkeep and maintain, rent free homes for ✓poor, blind, lame, deaf and dumb and orphans and persons otherwise disabled or incapable of earning their livelihood and to supply to them necessities of life and/or monetary help to them in such mode or manner as the Trustees may from time to time determine ;
- iii) ✓ Promote, advance and spread education in such manner as the Trustees may from time to time determine, including establishment of free or part free schools, colleges and/or other educational institutions, establishment of hostels for students and providing for their upkeep and maintenance, providing scholarships, studentships, fees and granting prizes to students of any schools, colleges or educational institutions and giving grants in aids, to schools, colleges and/or other educational institutions ;
- iv) Give loans to students to enable them to prosecute their studies in India or abroad in such subjects and for such period as the Trustees may from time to time determine and on such terms as to repayment of loan by instalments or otherwise at such rate of interest or without interest or otherwise and subject to such other provisions and conditions as the Trustees may from time to time determine, including provision for binding deserving youths as apprentices to any profession, trade, industry or manufacture, without payment of any premium or on payment of such premium and/or upon such terms and conditions as the Trustees may from time to time determine ;

- v) Establish, set up and furnish one or more polytechnic institute or institutes for the training of young men in such technical, mechanical, scientific or other pursuits as the Trustees may from time to time determine and make provision for their upkeep and maintenance.
- vi) Provide medical relief and/or maintenance of sick, by setting up, establishing, maintaining or supporting dispensaries, hospitals, maternity hospitals, nursing homes and generally to provide free ante-natal and/or post-natal or other medical health advice and treatment in such manner as the Trustees may from time to time determine ;
- vii) General advancement of any other object of general public utility as the Trustees may deem fit and in such mode or manner as the Trustees may consider conducive to the attainment of the objects and purposes of the Trust.

8. If any surplus is left out of the net income, interest and profits of the Trust Fund after payment or making provision for carrying out the aforewaid charitable objects and purposes, the same shall be allowed to accumulate and such accumulations when sufficiently large, shall be invested in securities authorised by these presents with power to the Trustees to spend, utilise and apply the said accumulations together with the income and interest thereof for any of the charitable objects and purposes mentioned above on the footing that the same represents the net income of the Trust Fund.

9. The Trustees shall have power and authority from time to time to use, to spend and apply for or towards any of the

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aforesaid charitable objects and purposes, not more than 50% of the corpus of the Trust Fund either at one time or from time to time, with power to the Trustees to pay and hand over such part or parts of the corpus to any charitable or benevolent institution without any condition or subject to such conditions, including the condition to keep intact the corpus and use, spend or apply the net income thereof for all or any one or more of the objects specified in clause 5 of these presents and/or the condition to use and utilise any part of the corpus so made over in constructing a building or buildings to be used for any of the objects and purposes specified in clause 5 of these presents.

10. The Trustees shall have power to authorise the Company or any person, firm or association or corporation to make collections, from their customers and/or constituents for and on account of charity on condition that the amount of all such collections shall be held for and on behalf of the Trustees and made over and transferred to the Trustees for being used applied and spent for the charitable objects and purposes specified in clause 5 of these presents.

11. The Trustees shall be entitled to receive from the Company the amount collected on behalf of the Trustees by the Company from its customers by making a charge at the rate of Rs.2/- or such other rate as the Company determines in consultation with the Trustees in respect of sale of cement by the Company to its customers and all such amounts received by the Trustees from the Company shall form part of the Trust Fund and shall be applied accordingly.

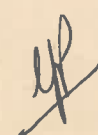
12. The Trustees may at any time receive with or without invitation any voluntary contribution or donation from any person, firm, association or company or from the Trustees for all or any of the charitable objects and purposes specified in clause 5 of these presents, without any

condition or on such condition (not being inconsistent with these presents) as may be agreed upon between the Trustees and the donors. The Trustees may allow any such donor to erect any building or buildings on any land, forming part of the Trust Fund for being used for the purpose of any of the aforesaid charitable objects and purposes mentioned in clause 5 of these presents. All such contributions and donations, including buildings, shall form part of the Trust Fund and shall be applied accordingly. Provided Always that it shall always be for the Trustees in their discretion to decide whether they should invite or accept any such contribution or donation and the Trustees shall at all times be at liberty to refuse any contribution or donation without giving any reason for such refusal.

13. At the request of the Trustees, the company shall furnish to the Trustees all such particulars and information as in the possession of the company as may from time to time be required by the Trustees in regard to the amounts collected by the Company for and on behalf of the Trustees on sale of cement.

14. All moneys forming part of the Trust Fund and liable to be invested shall be invested in any of the securities or deposited in any account with the Post Office Savings Bank or a schedule bank or a Cooperative Society engaged in carrying on the business of banking or any bank or financial institutions specified in Section 11 of the Income tax Act, 1961 or any statutory modification or re-enactment thereof for the time being in force or in such other securities as may from time to time be permitted or authorised by any law containing the provision of investment of Trust Moneys ;

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Provided Always that the Trustees shall have power to sell, convert or vary the said investments into investments of the same or other kind or nature authorised by these presents or to sell, convert, or realise the said investments or investment into money.

15. The Trustees shall have the management of all the affairs of the Trust and full power to do all acts, deeds and things in relation to the management and administration of the Trust and its affairs and its assets and for carrying out the objects and purposes of the Trust subject, however, to the provisions of these presents and Rules, if any, framed by the Trustees.

16. Without prejudice to the generality of the powers conferred upon the Trustees by clause 14 above, the Trustees shall have the following powers and authorities for the purpose of carrying out the objects and purposes of the Trust :

- (a) To erect, construct and build any building or buildings ;
- (b) To take on lease, purchase or otherwise acquire any land or land with building or other immoveable property at such price and upon such terms and conditions as the Trustees may deem proper;
- (c) To make additions, alterations, improvements to or in or upon the property or properties forming part of the Trust Fund and to repair, renovate or pull down and reconstruct the same or any of them or any part thereof ;
- (d) To sell exchange or otherwise dispose of any land or land with building or other immoveable property at such price and upon such terms and conditions as the Trustees may deem proper ;

- (e) To make over and transfer any vacant land or land with building or buildings to the Municipal or District or local Board or Government Authorities, Corporations Societies or any other institution or association, upon such terms and conditions as the Trustees may in their absolute discretion deem conducive or proper for the attainment or carrying out any of the objects or purposes of the Trust ;
- (f) To let any immovable property forming part of the Trust Fund from month to month and/or from year to year and/or for any term of years or in perpetuity, at such rent and upon such terms and conditions, as the Trustees may deem proper;
- (g) If the circumstances so demand or require to borrow moneys or take and receive advances of any sum or sums of money upon such terms and conditions and without security or upon such security as the Trustees may in their discretion deem fit and proper from time to time.
- (h) To insure and keep insured the immovable property or properties forming part of the Trust Fund against fire or such other risk and to such extent as the Trustees may deem proper ;
- (i) To engage, employ and remove Engineers, Architects, Builders, Contractors, Legal Advisers, Auditors, Secretaries, Clerks, workmen and other servants and agents upon such terms as to remuneration or otherwise as the Trustees may in their discretion deem proper;
- (j) To make donations in cash or kind to such charitable institutions or associations of persons or bodies, as the Trustees may deem proper ;

- (k) Generally to do or cause to be done any other act deed or thing, which the Trustees may deem proper for the attainment and carrying out of the objects and purposes of the Trust.

17. The Trustees shall be entitled to open and maintain in the name of the Trust or in the names of the Trustees or any two or more of them, Bank Account or Accounts in any bank or banks, post office Savings Bank, Cooperative Society engaged in banking business, as they ~~will~~ shall from time to time decide and all monies of the Trust shall be paid in such account or accounts and the said Bank account or accounts shall be operated by cheques signed by any one or more Trustees as the Trustees may from time to time determine.

- 18(a) The Trustees shall cause to be maintained proper accounts of the Trust in such manner and in such form and containing such particulars as the Trustees shall deem proper in compliance with any statute, rule or order.
- (b) The accounting year of the Trust shall end on 31st December, ~~19~~ in each year or on such date as the Trustees may deem proper. The first account of the Trust shall be made for the period of commencement of the Trust and ending with 31st December, 1982 or such other date as may be determined by the Trustees.

- (c) As soon as practicable after the expiry of the accounting year, the Trustees shall make up and take a general account of the Trust, its assets and income and prepare a balance sheet and receipts and payment account showing therein the receipts, payments, dealings and transactions of the Trust during the preceding accounting year, in such form and in such manner as the Trustees may from time to time determine ;

- (d) The Trustees shall appoint, one or more auditors who shall audit the accounts of the Trust and submit their report to the Trustees on the Annual balance Sheet and Receipts and Payments account. The Auditors shall have access to all books of account, papers, vouchers and documents in connection with the Trust.

19. AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i) That the number of Trustees shall at no time be less than three or more than seven. Provided however that notwithstanding anything herein contained, no act done bonafide by the surviving or continuing Trustee or Trustees in the usual course of the administration of the Trusts and which is otherwise authorised under these presents, shall be deemed invalid by reason merely of the fact that there was no requisite number of Trustees ;
- ii) The Trustees shall have power to coopt/nominate any person from the local administration of Distt. Chittorgarh as one of the Trustees or any other person of eminence as the Trustees may deem fit.
- iii) The Chairman of the Trustees shall be such one of the Trustees as is nominated by the Company. If the Company omits or fails to make the nomination, the Trustees shall appoint one of themselves to be the Chairman and determine the period of his service. In addition to his own vote, the Chairman shall have a second or casting vote ;
- iv) At all meetings of the Trustees, the Chairman shall preside over and in the absence of the Chairman, the Trustees present at the meeting shall elect the Chairman for the meeting ;

- v) In case of difference of opinion among the Trustees, and in all matters wherein the Trustees have discretionary powers, the votes of the majority of the Trustees for the time being shall prevail and be binding on the minority as well as on those Trustees who may not have voted. If the Trustees shall equally be divided in opinion, the matter will be decided according to the casting vote of the Chairman ;
- vi) The Trustees shall be at liberty to pass any resolution without any meeting of the Trustees, provided such resolution is circulated among all the Trustees ^{in India} and signed by a majority of the Trustees and such circular resolutions signed by a majority of the Trustees shall in all respects be valid and binding as resolutions passed at a meeting of the Trustees duly convened.
- vii) The Trustees may meet together ~~wx~~ for despatch of business and adjourn or otherwise regulate their meetings and proceedings as they may think fit. Unless otherwise determined by the Trustees, two trustees shall form a quorum for all meetings of the Trustees ;
- viii) Every power, authority or discretion conferred upon the Trustees may be exercised or signified by some instrument in writing to be signed by all the Trustees if they are unanimous or by resolution assented to and signed by a majority of the Trustees ;
- ix) Any Trustee may retire at any time by giving seven (7) days' notice in writing to the company or to the Chairman of the Trustees of his desire to do so. Upon the expiry of the period of such notice, the Trustees shall cease to be a Trustee of this Trust.

x) If any of the Trustees appointed either originally or under these presents in pursuance of the provisions hereinafter contained, shall, retire, die or be desirous of being discharged or refuse to act or become unfit or incapable to act in the duties and powers vested in him or her under these presents or be declared insolvent or fail to attend six consecutive meetings of the Trustees of which he or she shall have had due notice or remain outside India for more than six months, whichever is longer period, without taking leave of the Trustees or is convicted of a criminal offence involving moral turpitude or being a Director of the Company ceased to be a Director, or being an employee ceased to be in the employment of the Company, he or she shall cease to be the Trustee and thereupon a vacancy shall be deemed to have arisen among the Trustees and within and so often as shall happen, it shall be competent for the Company to appoint any person or persons (whether a Director of the Company or not) to be the Trustee or Trustees in his/her place. It shall also be competent for the Company from time to time to appoint by a resolution passed by its Board of Directors of the Company any person or persons, whether a director of the Company or not, to be the Trustee or Trustees in his or her place. Provided that the maximum number of Trustees hereby fixed is not exceeded.

xi) Upon every appointment of new Trustee or Trustees as aforesaid, the Trust Fund for the time being vested in the surviving or continuing Trustee or Trustees or in the heirs, executors and administrators of any Trustee shall, with all convenient despatch, be transferred, so that the same may be legally and

effectually vested in such new Trustee or Trustees jointly with the continuing or surviving Trustee or Trustees, as the case may be, and every new Trustee and Trustees so appointed as aforesaid, may as well before or after such transfer of the Trust Fund as aforesaid, act and assist in the exercise of all or any of the trusts and powers under these presents as fully and effectually as if he or they had been originally appointed.

- xii) The Trustees shall have power to appoint any one of the Trustees or any employee of the Company or any other person to act as the Secretary of the Trust and such Secretary shall carry out such work under the direction, supervision and guidance of the Chairman of the Trust, as the Trustees may from time to time assign, delegate or entrust ~~in~~. It is hereby declared that no Trustee shall be entitled to receive any remuneration. The Trustees shall keep and caused to be kept a Minute Book of the proceedings and the proceedings of every meeting shall be signed by the Chairman or in his absence by the Chairman of the Meeting.
- xiii) All the securities belonging to the Trust as well as all investments and securities, which may hereafter at any time come to or belong to the Trust (other than investments in immovable properties) may be kept in the names of the Trusts or in the name of two or more of the Trustees or be made payable or transferable by any two or more Trustees or transferred to the name of any scheduled bank, on the said bank agreeing to hold the same for and on behalf of the Trust and all interest, dividend warrants, coupons and receipts

shall be credited or caused to be credited in the Current Account or Savings Bank Account maintained with the said bank in the name of the Trust or in the joint names of all the Trustees.

- xiv) The Trustees may deposit for safe custody with any scheduled bank all the securities belonging to the Trust with authority to the bank to collect interest, dividends etc. that may become due thereon and credit the same to the account with the Bank.
- xv) All the correspondence in relation to the administration and operation of the Trust under these presents may be conducted by the Chairman or by the Secretary or by any Trustees authorised in that behalf by the Trustees.
- xvi) The Receipt of the Chairman or the Secretary or any one of the Trustees, who may be appointed for the purpose for monies paid in respect of the income, interest, dividend or income from rent of any moveable or immoveable property vested in the Trustees or in respect of any money which may otherwise become payable to the Trustees or in respect of such moveable or immoveable properties or otherwise, howsoever, by virtue of these presents or in execution of any of the Trusts or powers vested in the Trustees, shall effectually discharge the person or persons paying the same there from and from being bound to see to the application or being liable or answerable for mis-application thereof.
- xvii) The Trustees or Trustee for the time being of these presents may reimburse themselves or himself or herself

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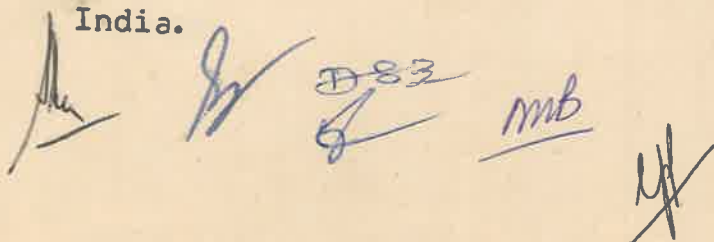
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or pay and discharge out of the trust fund all expenses properly incurred in or about the execution of the trusts or powers under these presents and for the realisation, preservation or benefit of the trust fund.

xviii) The Trustees for the time being of these presents shall be respectively chargeable only for such property, moneys, funds or securities as ~~the~~ they shall actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall respectively be answerable and responsible for their own respective acts, receipts, commission, neglect and defaults and not for those of each other nor for any banker, auctioneer or other person with whom or into whose hands the Trust Money or securities shall be deposited or come nor for the inefficiency or title or deficiency in value of any investment, nor for any loss unless the same shall happen through their own wilful default, respectively.

xix) It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of the Trusts and the charities under these presents as they shall think fit and to alter or vary the same from time to time and to make rules and regulations provided that such rules and regulations shall not be inconsistent with these presents or any of the provisions herein contained.

20. This Deed shall be governed by the laws of India and the Trust Fund shall always be located in India and the objects and purposes of the Trust shall be carried out in India.

The block contains several handwritten signatures and initials. From left to right, there is a signature that appears to be 'A', followed by a signature that appears to be 'B', then the number '883' written above a signature, followed by the initials 'mb' written above a signature, and finally a signature that appears to be 'M'.

....20.

21. These presents shall constitute the Trust which shall be irrevocable and no monies belonging to the Trust in the hands of the Trustees or otherwise shall be recoverable by the Company, nor shall the Company have any lien or charge of any kind or discreption upon the Trust or its properties.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED & DELIVERED

by the within named

in the presence of :

For J. K. Synthetics Ltd


Director.

1.  (J.P. Bagpasi)
Kamla Tower
KANPUR

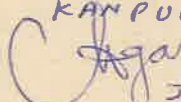
2.  (A. Kamthan)
Kamla Tower, Kanpur.

SIGNED SEALED & DELIVERED

by the within named

in the presence of:

1.  (K.P. SINGH)
J. K. Synthetics Ltd
KANPUR.

2.  (C.P. AGARWAL)
J.K. SYN. LTD.
KANPUR

3.

4.

V.B. KAMATH, MANAGER (TECH), J.K. CEMENT WORKS,
KANPUR.

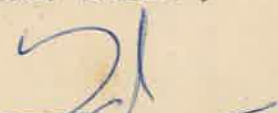
5.

1. (SOHANLAL SINGHANIA)


2. (YADUPATI SINGHANIA)


3. (D.S. BHANDARI)


4. (R.G. BAGLA)


5. (S.N. SEN GUPTA)

સી. નં. ૫૭૮૬ ૨૨૦૫ ૫૭૭ ૩૦૩ સી ૨૧૭ નં. ૧૩૫૭૫

સા. નં. ૩૧૧૧૫૫ ૨૧૭ ૧૭૮ ૨૩૬ ૨૩૬૬૬૬૬૬૬૬



જી. ૩૧૧૧૫૫
હી

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

निवेन्धक सदर द्वितीय कानपुर नगर क्रम 2024209002512

पदन संख्या : 202400849005781

या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2024-02-02 00:00:00

तकर्ता या प्रार्थी का नाम अजय कुमार सरोगी

का प्रकार अनुबंध विलेख/घोषणा पत्र

फल की धनराशि 0 / 0.00

1. रजिस्ट्रीकरण शुल्क 100

2. प्रतिलिपिकरण शुल्क 40

3. निरीक्षण या तलाश शुल्क

4. मुह्तार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

6 तक का योग 140

वसूल करने का दिनांक 2024-02-02 00:00:00

कि जत्र लेख प्रतिलिपि या तलाश

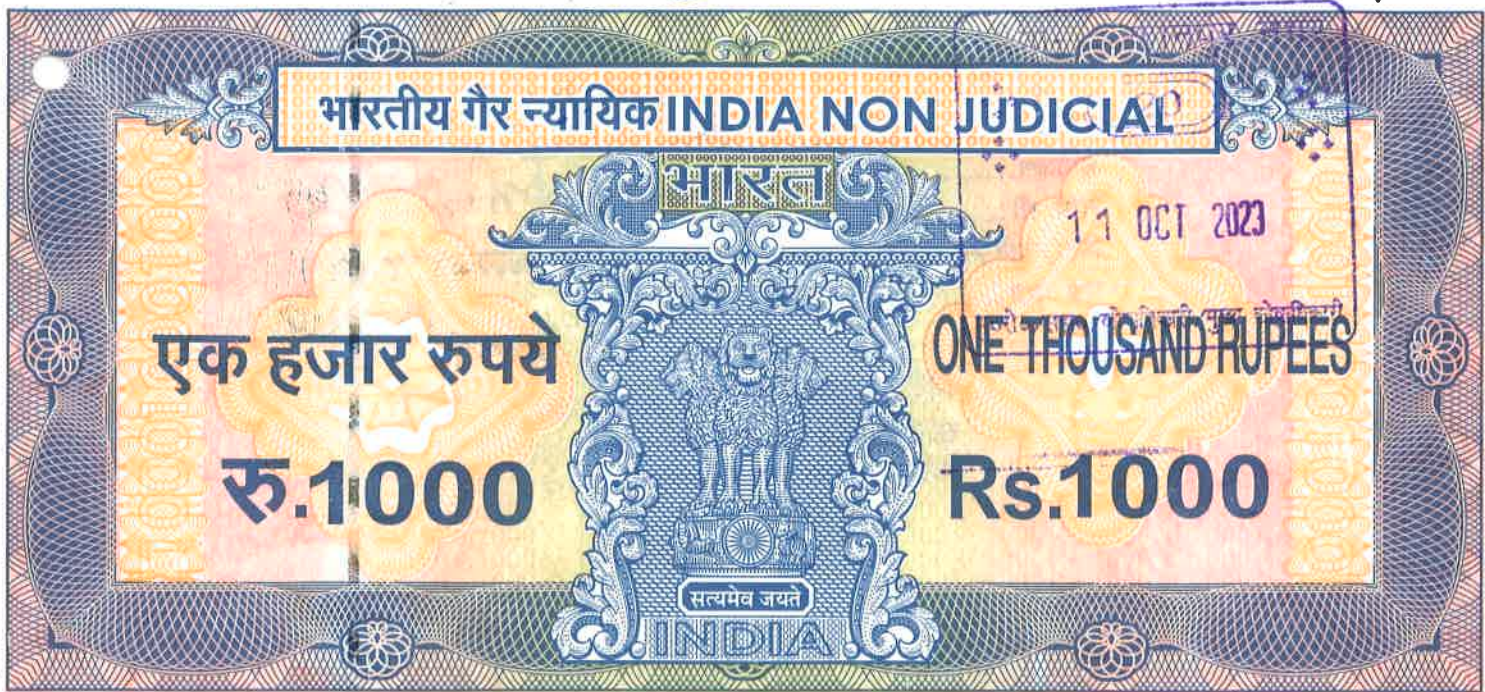
ण पत्र वापस करने के लिए तैयार होगा 2024-02-02 00:00:00

स्ट्रीकरण अधिकारी के हस्ताक्षर

SR 26

26

11/10/23



उत्तर प्रदेश UTTAR PRADESH

BR 375273



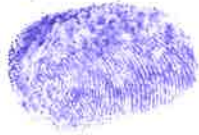
:: OM ::

DEED OF AMENDMENT

- | | | |
|-------------------------------------|---|---|
| 1. NAME OF THE OFFICE | : | SUB-REGISTRAR, ZONE NO.1
KANPUR NAGAR |
| 2. DATE OF PRESENTATION | : | 01 st Feb., 2024 |
| 3. DATE OF EXECUTION | : | 01 st Feb., 2024 |
| 4. NATURE OF EXECUTION | : | DEED OF AMENDMENT/
RECTIFICATION |
| 5. Detail of Document | | |
| i) Nature of Document in respect of | : | TRUST DEED is made duly registered in
in Book No.4 Zild No.826 at pages 203
to 217 at serial No.1357 dated 31-12-
1982 in the Office of Sub-Registrar
Kanpur Nagar. |

26

11/10/23



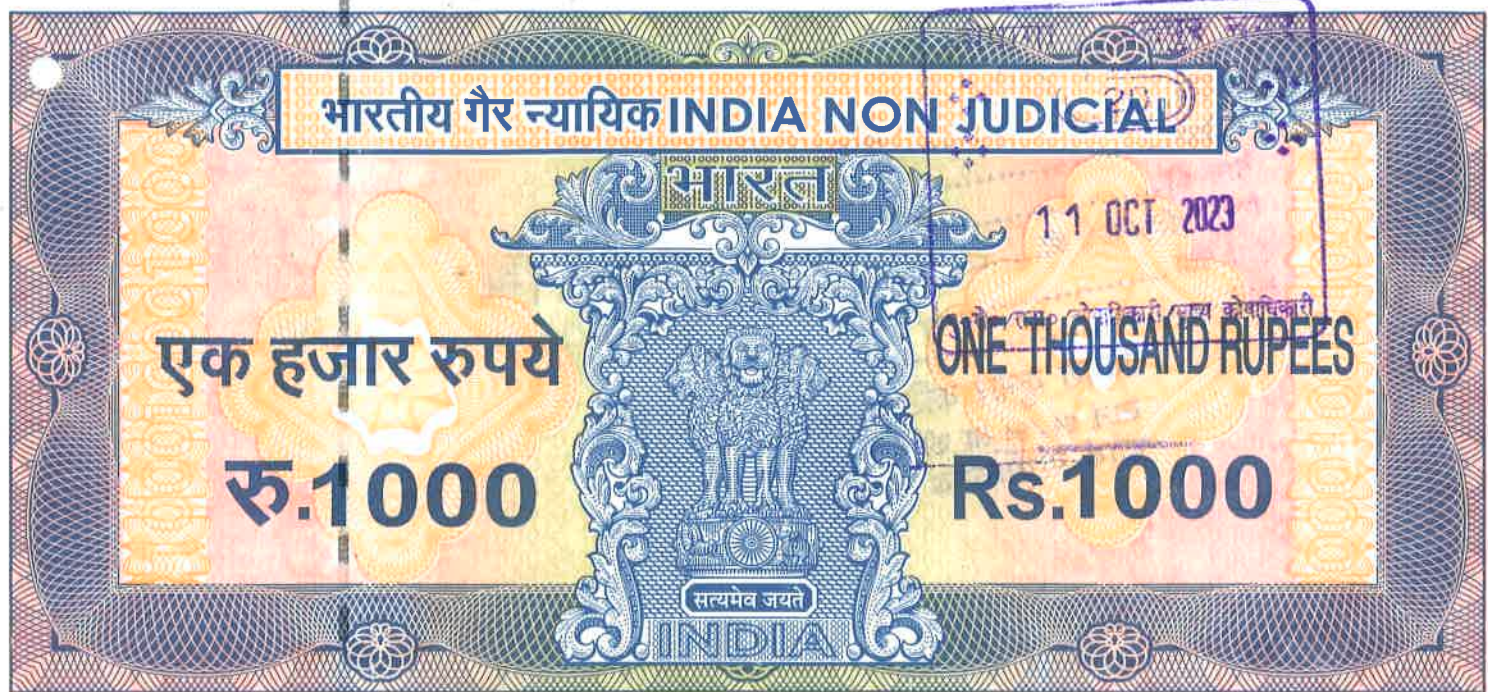
म ५१०

30/1/24

क्रमांक
प्रयोजन
नाम श्री
पिता/पति/पत्नी श्री
पुत्र पत्नी
सूच्य
10042 2004

विदेश कुमार कटियार स्टाफ विभाग
काम 04/94 ला. की अद्यति-2020-2025
कोर्ट कम्पाउण्ड कानपुर नगर





उत्तर प्रदेश UTTAR PRADESH

(2)

BR 375281

NAME OF THE FIRST PARTY:

M/s J.K Cement Ltd a Company incorporated under the provision of Companies and Act 1956 and now governed under the provisions of Companies Act, 2013 and having its registered office at KAMLA TOWER, KANPUR-208001, U.P through its Dy. Managing Director & CFO, Mr. Ajay Kumar Saraogi, S/o. Late Shri Kishan Saraogi, Aged about 67 yrs. R/o 2A/175, Azad Nagar, Kanpur-208002 (UP), duly authorised by resolution passed in its Board Meeting dated 20-01-2024, (hereinafter referred to as the "Company" OR "First Party", (which expression shall, unless the context otherwise specifies, mean and include, its successors in office, administrators, representatives and assigns etc.) of

PAN: AABCJ0355R;

Aadhar No.xxxx xxxx 7942;

Mob. 9810006205

NAME OF THE SECOND PARTY:

JK Cement Nimbahera Foundation ("the Trust") registered office at Kamla tower Kanpur through its Trustee Mr. Anil Kumar Agrawal S/o Late Mr. Sheo Shankar Lal Agarwal, R/o A-202 First Floor. Sutherland House, 16/8 Civil Lines, Kanpur Nagar duly authorised vide Resolution passed in its meeting dated 23-01-2024, (hereinafter referred to as the "Trust" OR "Second Party", (which expression shall, unless the context otherwise specifies, mean and include, its successors in office, administrators, representatives and assigns etc.) of the OTHER PART:

PAN: AAATJ1223E,

Aadhar No.xxxx xxxx 6073

Mob No: 9935041545

DETAILS OF STAMP DUTY :

i) Stamp Duty Paid

: Rs.2,000/-



क्रमांक..... 2441
दिनांक..... 21/1/24
प्रयोजन.....
नाम श्री.....
पिता/पति/पत्नी श्री.....
रुम पता.....
मू.व.



विदेश कुनार कटियार स्वामि विरोधा
ला.नं. 94/94 ला. की अवधि-2020-2025
कोर्ट कम्पाउण्ड कानपुर नगर



(3)

THIS DEED OF AMENDMENT/RECTIFICATION IS MADE THIS 01ST DAY FEB., TWO THOUSAND TWENTY FOUR

BETWEEN

M/s J.K Cement Ltd a Company incorporated under the provision of Companies and Act 1956 and now governed under the provisions of Companies Act, 2013 and having its registered office at Kamla Tower, Kanpur-208001, U.P through its Dy. Managing Director & CFO, Mr. Ajay Kumar Saraogi, S/o. Late Shri Kishan Saraogi, Aged about 67 yrs. R/o 2A/175, Azad Nagar, Kanpur-208002 (UP), duly authorised by resolution passed in its Board Meeting dated 20-01-2024 (hereinafter referred to as the "Company" OR "First Party". (which expression shall, unless the context otherwise specifies, mean and include, its successors in office, administrators, representatives and assigns etc.) of the **FIRST PART**

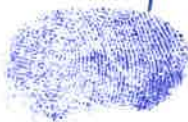
AND

JK Cement Nimbahera Foundation ("the Trust") registered office at Kamla tower Kanpur through its Trustee Mr. Anil Kumar Agrawal S/o Late Mr. Sheo Shankar Lal Agarwal, R/o A-202 First Floor. Sutherland House, 16/8 Civil Lines, Kanpur Nagar duly authorised vide Resolution passed in its meeting dated 23-01-2024, (hereinafter referred to as the "Trust" OR "Second Party", (which expression shall, unless the context otherwise specifies, mean and include, its successors in office, administrators, representatives and assigns etc.) of the **OTHER PART**;

J.K. CEMENT NIMBAHERA FOUNDATION

DEED OF AMENDMENTS

1. A Trust deed and rules forming part thereof (hereinafter referred to as "the Trust Deed") dated 31st December 1982 was executed between the Company J.K. Cement Ltd. (erstwhile J.K. Synthetics Ltd.) of the one part and the then Trustees of the other part whereby J.K CEMENT NIMBAHERA FOUNDATION (herein referred to as "the Trust") was 'Set up, which was duly registered in the office of Sub Registrar, Kanpur in the Books No. IV Volume No. 826 at pages 203 to 217 at Serial No.1357 on 31st December, 1982.
2. Whereas the Trust was constituted with the effect from 2nd March, 1982 (hereinafter referred to as "The Effective Date") and the following Trustees were appointed as the then Trustees of the Trust: -

Atle-7.


Atle-7.


कमीशन पुष्टि विलेख - धारा-52

आवेदन सं०: 202400849005781

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 26

वर्ष: 2024

प्रतिफल- 0 स्टाम्प शुल्क- 2000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 40 योग : 140

प्रार्थना पत्र कमीशन दिनांक द्वारा
श्री, मेसर्स जे०के० सीमेन्ट लि० द्वारा
अजय कुमार सरोगी अधिकृत
पदाधिकारी/ प्रतिनिधि
के क्रम में

मे उप निबंधक : शर्मा नविनकुमार
एस० उपनिबंधक जोन 2 कानपुर
नगर।

जनपद : सदर द्वितीय कानपुर नगर



श्री, मेसर्स जे०के० सीमेन्ट लि० द्वारा
अजय कुमार सरोगी अधिकृत
पदाधिकारी/ प्रतिनिधि
पुत्र श्री स्व० किशन सरोगी
व्यवसाय : अन्य
निवासी : 2ए/175, आजाद नगर,
कानपुर नगर-208002

10/10/24

श्री, मेसर्स
जे०के० अजय कुमार सरोगी
सीमेन्ट लि० अधिकृत पदाधिकारी/
द्वारा प्रतिनिधि

पर उपस्थित हुआ। उक्त श्री मेसर्स जे०के० सीमेन्ट लि० द्वारा अजय कुमार सरोगी अधिकृत पदाधिकारी/ प्रतिनिधि
द्वारा यह लेखपत्र निबंधन हेतु मेरे समक्ष
समय 02/02/2024 एवं 06:47:12 PM बजे उक्त निवास/अन्य स्थान पर प्रस्तुत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा नविनकुमार एस० उपनिबंधक जोन 2 कानपुर नगर।
उप निबंधक : सदर द्वितीय
कानपुर नगर

02/02/2024

निबंधक लिपिक
अनिल कुमार बाजपेई सदर द्वितीय कानपुर नगर।

प्रिंट करें

(4)

- 1) Shri Sohan Lal Singhania
- 2) Shri Yadupati Singhania
- 3) Shri D.S. Bhandari
- 4) Shri R.G. Bagla
- 5) Shri S.N. Sen Gupta

Now, the Present Trustees of the Trust are as under :-

- 1) Smt. Sushila Devi Singhania
 - 2) Shri Raghavpat Singhania
 - 3) Shri Madhavkrishna Singhania
 - 4) Shri A.K. Saraogi
 - 5) Shri Anil Kumar Agrawal
 - 6) Shri Prashant Seth
2. The Founder / Settlor of the Trust is M/s. J.K. Cement Ltd. (erstwhile J.K. Synthetics Ltd.) the Managing Director of J.K. Cement Ltd., was Late Shri Yadupati Singhania Ji and it was his vision to promote the various Educational / Vocational activities in various parts of the Country. Since he is no more, and the Settlor / Founder - M/s. J.K.Cement Ltd. (erstwhile J.K. Synthetics Ltd.) is suggesting to change the name of the Trust in the name of Shri Yadupati Singhania ji.

NOW THIS DEED WITNESSETH AND it is hereby declared by and between the Company and the Trust that the name of the existing Trust 'J.K. Cement Nimbahera Foundation', is proposed to be changed as "**Yadupati Singhania Foundation**" in the beloved memory of our Late Chairman & Managing Director, Yadupati Singhania vide resolution dated 23-01-2024 passed in the meeting of Board of Directors of J.K. Cement Ltd. The Principal Trust Deed shall be read and construed as if the same as now amended shall be deemed always to have constituted the Trust.

AMENDMENTS IN THE NAME OF THE TRUST

- 1) The existing name of the Trust is known as J.K CEMENT NIMBHERA FOUNDATION" is hereby changed with immediate effect.
- 2) Now and onwards for all purposes and intent the name of the said Trust be known as "**YADUPATI SINGHANIA FOUNDATION**"
- 3) All the Rule and Regulation, constitution, objective and structure of the Trust including its Branches/Division will be remained same.



आवेदन सं०: 202400849005781

बही सं०: 4

रजिस्ट्रेशन सं०: 26

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री मेसर्स जे०के० सीमेन्ट लि० के द्वारा अजय कुमार सरोगी, पुत्र श्री स्व० किशन सरोगी

निवासी: 2ए/175, आजाद नगर, कानपुर नगर-208002

व्यवसाय: अन्य

द्वितीय पक्ष: 1



श्री जे०के० सीमेन्ट निमबहेरा फाउण्डेशन (द ट्रस्ट) के द्वारा अनिल कुमार अग्रवाल, पुत्र श्री स्व० शिओ शंकर लाल अग्रवाल

निवासी: ए-202 प्रथम तल, सदरलैण्ड हाउस, 16/8 सिविल लाइन्स, कानपुर नगर।

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री विपिन मिश्रा, पुत्र श्री देवेन्द्र मिश्रा

निवासी: 187 डी-ब्लॉक, गायत्री धाम अपार्टमेन्ट, फ्लैट नं० जी-1, श्याम नगर, कानपुर नगर-208013

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री संजय कुमार दीक्षित, पुत्र श्री स्व० के०एम० दीक्षित

निवासी: 25/6 बेनाझाबर पुराना कानपुर नगर।-208002

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा नविनकुमार एस० उपनिबन्धक जोन 2 कानपुर नगर।

उप निबंधक : सदर द्वितीय कानपुर नगर 02/02/2024

अनिल कुमार बाजपेई सदर द्वितीय कानपुर नगर।

निबंधक लिपिक कानपुर नगर 02/02/2024

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी:

प्रिंट करें

(5)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date above written.

For **J.K. Cement Ltd.**

Mlo-7

(Ajay Kumar Saraogi)



Photograph of Witness No.1



Vipin misra
Vipin Misra
S/o Mr. Devendra Misra
R/o 187 D-Block, Gayatri Dham Apartment.
Flat No. G-1, Shyam Nagar, Kanpur 208013
Aadhaar No.xxxx xxxx 5544
Mob.No.9026958815

For **Yadupati Singhania Foundation**

Anil Kumar Agrawal

(Anil Kumar Agrawal)



Photograph of Witness No.2

Sanjay Kumar Dixit



Sanjay Kumar Dixit
S/o Late K.M Dixit
25/6 Benajhaber old colony
Kanpur Nagar- 208002
Aadhaar No.xxxx xxxx 6532
Mob. No.9389868669



STEADFAST

LEGALESE JURIS

Sarvesh Chandra Dubey
(Sarvesh Chandra Dubey),

Advocate

COP No.059204

advocatesarveshdubey@gmail.com

Mob. No. 09839039320

आवेदन सं०: 202400849005781

बही संख्या 4 जिल्द संख्या 561 के पृष्ठ 249 से 258 तक क्रमांक
26 पर दिनांक 02/02/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



शर्मा नविकुमार एस० उपनिबन्धक जोन 2 कानपुर नगर।

उप निबंधक : सदर द्वितीय

कानपुर नगर

02/02/2024

प्रिंट करें

