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Shiv Nadar
दिल्ली DEHRI
PP No. 3820

Shiv Nadar

PP No. 382818
Mrs. Kiran Nadar

PP No. 1399450
K 270227
Roshni Nadar

TRUST DEED

THIS DEED OF DECLARATION OF TRUST is made at New Delhi on this 18th day of January, 2010 between SHIV NADAR FOUNDATION (hereinafter referred to as "Foundation"), acting through its Managing Trustee, Shri Sivaprasad Sivasubramaniam Nadar (also known as "Shiv Nadar") of the ONE PART;

AND

- Mrs. KIRAN NADAR, wife of Shri Shiv Nadar, residing at No. 44, Friends Colony (East), New Delhi - 110065; and
- Mrs. ROSHNI NADAR, wife of Shri Shikhar Neel Kamal Malhotra, residing at No. 44, Friends Colony (East), New Delhi - 110065;
- HCL Corporation Limited, a company incorporated under the Companies Act, 1956 having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi - 110019 and represented by its Director Mr. Shiv Nadar

(hereinafter collectively called the "Trustees" which expression shall include other persons who are from time to time appointed as Trustees of the Trust subject to and in accordance with this Deed of Trust) of the OTHER PART.

For Shiv Nadar Foundation

For HCL Corporation Ltd.

Shiv Nadar
Managing Trustee

Shiv Nadar

Shiv Nadar

Shiv Nadar
Director

Shiv Nadar

Shiv Nadar

Shiv Nadar

Deed Related Detail

Deed Name TRUST		TRUST (MOVABLE)	
Land Detail			
Tehsil/Sub Tehsil Sub Registrar VII	Area of Building 0	कम फुट	
Village/City Others 709	Building Type		
Place (Segment) Others Urban			
Property Type Others	Shri Nadar Foundation		
Area of Property 501000	R/o		
Through			
Consideration Value 1.00 Rupees	Stamp Duty 10.00 Rupees	From Case (A)	
Value of Registration Fee 3.00 Rupees	Past Reg Fee 1.00 Rupees		
This document of TRUST Anil Behl Stamp Agent L. No. 509 TRUST (MOVABLE) R/o			
Presented by S/Sm. 01, Mini Market Nehru Place, N. Delhi			

Shiv Nadar Foundation Thr Sivaprasad Sivasubraman
 in the office of the Sub Registrar, Delhi this 12/05/2010 day Wednesday
 between the hours of

Signature of Sub Registrar

Deverdara
 Registrar/Sub Registrar
 Sub Registrar VII
 Delhi/New Delhi

Executed and presented by Shri /Ms. Shiv Nadar Foundation Thr Sivaprasad Sivasubramaniam Nadar
 and Shri / Ms. Kiran Nadar, Roshni Nadar, HCL Corporation Ltd Thr Shiv Nadar


Who is/are identified by Shri/Smt/Km. Neelesh Aggarwal S/o W/o D/o I P Aggarwal R/o B 140/19 Noida UP
 and Shri/Smt./Km Sunil Kr Shrivastava S/o W/o D/o M.P. Shrivastava R/o 12 Akriti Apt Patpar Ganj ND

(Marginal Witness). Witness No. II is shown 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

Deverdara
 Registrar/Sub Registrar
 Sub Registrar VII
 Delhi/New Delhi

Date 12/05/2010

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Handwritten signature


WHEREAS with an object to encourage, promote, assist, aid or otherwise support fine arts including painting, sculpture and the like in all their branches the foundation is desirous of creating and establishing a Trust;

AND WHEREAS the Foundation has set apart Rs. 1001/- (Rupees one thousand one only) as the initial Corpus for the Trust;

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

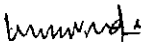
NOW THIS DEED WITNESSETH as follows:

(1) Definitions:

Unless repugnant to the subject or context of its usage, each of the following expressions herein used (including its grammatical variants, singular and plural) shall carry the meanings herein respectively assigned to each, namely:

- (a) "Foundation" means the Shiv Nadar Foundation created by a Trust Deed dated 10.6.08, registered in the office of the Sub-Registrar, New Delhi on 8.8.08.
- (b) "Deed of Declaration of Trust" means this Deed whereby the Kiran Nadar Museum of Art is established by the Foundation acting through its Managing Trustee, Shri Shiv Nadar for propagating the objects of the Trust.
- (c) "Trust" means the Kiran Nadar Museum of Art created by this Deed of Declaration of Trust which shall include all amendments lawfully made thereto.
- (d) "Settlor" means the Shiv Nadar Foundation, acting through its Managing Trustee, Shri Shiv Nadar.
- (e) 'Trustees' means the Trustees aforesaid and will include those persons (present and successive), defined under clause 8 of the Trust Deed, entrusted to hold the Trust Property.
- (f) "Donor" means any such persons, bodies corporate, organizations or any other lawful entity, by any name called, making a contribution to the Trust by way of endowments, deposits, contributions in cash, or in *species* to the corpus of the Trust or as income to the Trust from time to time, to assist the Trust in furtherance of its objects.

For Shiv Nadar Foundation


Managing Trustee

For HCL Corporation Ltd.


Director

- (g) "Corpus" means the initial capital set aside by the Settlor to create the Trust and includes the accretions and additions made thereto by the Settler or a Donor or from the surplus income or gain accrued to the Trust.
- (h) "Trust Property" means the Corpus of the Trust and the property of the Trust as defined under Clause 4 hereof and will include the income earned or generated by the Trust and/or the Trust property.
- (i) "Objects" mean the objects of the Trust as set out in Clause 5 hereof, and will include any amendments thereto from time to time.
- (j) "Fine Arts" encompasses arts forms of all types, kinds and branches including (but not limited to):
- (i) Painting and sculpture and artistic architecture of all kinds and forms and the re-production thereof;
 - (ii) Music and Singing of all kinds and forms, including music generated with the use of different instruments and combinations thereof and the recording and re-production and the cinematic rendition thereof;
 - (iii) Novels, stories, poems and plays and other writings and their dramatic and cinematic rendition and the translation, recording and/or re-production thereof;
 - (iv) Crafts of all kinds which incorporate fine art in any form.
- (k) "Artist" means a person who practices or creates or intends to create a Fine Arts product(s) in any form, and includes a student of a Fine Arts form.
- (l) "Exhibit" includes display, manifestation or re-production of a Fine Arts Product in any form or medium for private or public viewing, or enjoyment or for sale.
- (m) "Fine Arts Products" means the creation, work or product embodying, incorporating or manifesting the Fine Art, and will include any translation, recording, rendition or re-production thereof.
- (n) "Founder's Family" means the family of the founder as described in Clause 8(d) herein.

For Shiv Nadar Foundation

Manish
Managing Trustee

For HCL Corporation Ltd.

Robert
Manish 3
Director

(o) "Acquire" means to borrow, take-on, lease or hire or any other form of permanent or temporary use.

(2) Name of the Trust:

The name of the Trust shall be " KIRAN NADAR MUSEUM OF ART", which name cannot be changed or altered except by Mrs. Kiran Nadar.

(3) Office of the Trust:

The office of the Trust shall be in the first instance be situated at No. 44, Friends Colony (East), New Delhi-110065. It shall be open to the Trustees to shift the office of the Trust to such other location(s) as may be determined by the Trustees from time to time.

(4) Trust Property:

(i) The Foundation for effectuating the objects and subject to the terms stated herein doth hereby set apart, endow, give, grant, gift and make over and deliver to the Trustees, the sum of Rs.1001/- (Rupees one thousand one only) to form the nucleus and corpus of the Trust (the receipt whereof the Trustees do hereby admit and acknowledge). The Trust at present possesses no immovable property.

(ii) The property of the Trust corpus of the shall comprise of:

(a) The said sum of Rs.1001/- (Rupees one thousand one only), being the initial Corpus of the Trust.

(b) All voluntary donations, endowments, gifts, legacies and/or grants, in cash or in kind, accepted by the Trustees either as corpus or as income of the Trust, as specified by the Donor.

(c) All additions, accretions and augmentations to the corpus or property of the Trust by way of any income or gain accrued in pursuing the objects of the Trust and any income earned therefrom or from the property referred to in (a) and (b) above.

(iii) The Trustees shall hold and stand possessed of the Trust Property upon trust and subject to the powers, provisions, agreements and declarations hereinafter contained and concerning the same.

For Shiv Nadar Foundation

Shiv Nadar
Managing Trustee

For HCL Corporation Ltd.

Shiv Nadar
Shiv Nadar
Director

(5) The Objects of the Trust:

The objects of the Trust shall be:

- (i) To encourage, promote, assist, aid, propagate, sponsor or otherwise support Fine Arts;
- (ii) To Acquire, whether through donation, purchase, sponsorship, support or borrowing or hiring or through any other means or form of acquisition, Fine Art Products and collections thereof for permanent or temporary exhibition, and for the purpose to set up and maintain galleries, museums, libraries, theaters and other places of exhibition;
- (iii) With a view to encourage, aid and support artists and to propagate Fine Arts, to aid, support and establish or assist in establishing centers, shops on other places for the collection, display and sale or hire of Fine Arts Products, and to buy and sell Fine Art Products.
- (iv) To hold or assist in the holding of conferences, seminars, recitals exhibitions and other gatherings intended to help promotion, diffusion or popularization of Fine Arts;
- (v) To help, assist, honour or otherwise support and/or encourage Artists by any and all means.
- (vi) To establish, support and maintain institutes, academies, schools, colleges, libraries and/or other facilities where learning and/or teaching in respect of sculpture and/or artistic architecture is or is intended to be taught, encouraged or undertaken, and to promote, help, assist and/or otherwise aid any such institutes, academies, schools, colleges, libraries and/or other facilities;
- (vii) To set up and/or institute or to otherwise assist in the grant of scholarship, fellowships, grants in aid, prizes and rewards and the like to Artists.
- (viii) To organize, assist, promote or otherwise aid shows, road shows, exhibitions, displays, and the like by Artists for the display and sale of Fine Arts Products and to do all that is required or customary in connection therewith;

For Shiv Nadar Foundation

Mumukshu
Managing Trustee

For HCL Corporation Ltd.

For Nidhi
Director

- (ix) To organize, assist, participate in, aid or support or otherwise encourage lectures and/or other demonstrations for imparting education concerning, or for diffusing or popularizing the knowledge and/or appreciation of Fine Arts.

(6) Dissolution of the Trust:

In the event of dissolution or winding up of the Trust, the Trust Property remaining after meeting the liabilities of the Trust shall be distributed by handing over the same to one or more trust(s) or institution(s) which has or have similar objects to those of the Trust, and no part thereof will be distributed to the Founder or to his relatives or to the Trustees or otherwise than as specified above.

(7) Investments:

- (a) The corpus of the Trust Property is considered to be the capital of the Trust which should be kept intact. It may be utilized for the purchase of Fine Arts Products and other capital assets such as land, buildings, furniture, plant and equipment or it may be deposited in the form and mode approved by the Trustees and in the best interest of the Trust.
- (b) The Trust may carry on a business which is incidental to the attainment of the objects of the Trust, and utilize any surplus generated therefrom towards the furtherance of the objects, and the Trust shall maintain separate books of account for such business activities/transactions.

(8) Trustees:

- (a) The number of Trustees at any point in time shall be not more than 5 (five);
- (b) (1) Subject to the provisions of Clause 8 (b) (3) hereof, as long as there shall exist sufficient members of the Founder's family capable of and willing to act as Trustees, at least Two Trustees shall be persons belonging to the Founder's family.
- (2) Trustees belonging to Founder's family shall have the power to unanimously appoint Trustees including by the appointment as Trustee(s) of persons from outside the Founder's family in accordance with the provision hereof, provided that at no time shall the number of Trustees from outside the Founder's family be equal to or exceed the number of Trustees belonging to the Founder's family.

For Shiv Nadar Foundation

For HCL Enterprises Ltd.

Munish
Managing Trustee

hunder

Shiv Nadar

Munish 6
Chairman

(3) If there is not in existence any person belonging to the Founder's family or if there is no such person from the Founder's family who is willing to act as Trustee(s) or if there is no such person from the Founder's family who is traceable in spite of best bona-fide attempts made to trace such person, then the Trust along with all the Trust property shall vest in any such other public charitable trust, as the Trustees of the Shiv Nadar Foundation at the relevant time deem fit, failing which, the Trust along with all the Trust property shall vest in the President of India and/or in any such person(s), body(ies) or authority(ies) as the President of India may deem fit to nominate for the purpose of vesting the Trust subject to the condition that the Trust shall in perpetuity bear and carry and continue to be known by the name given to the Trust before such vesting.

(4) In the event of Sub-Clause (3) hereof above being operative, HCL Corporation Ltd. shall cease to be a Trustee for the period during which the said Sub-Clause operates.

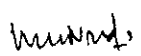
(c) Managing Trustee:

(1) Mrs. Kiran Nadar shall be the first Managing Trustee for life. After her life time or should prior thereto she resign or become incapable of acting, then the Founder's daughter Ms. Roshni Nadar, who is also a Trustee, shall be the Managing Trustee for life. Should she at any time during life of Mr. Shiv Nadar also resign or become incapable or become incapable of acting as trustee, then Mr. Shiv Nadar shall be the Managing Trustee for life.

(2) Subject to Clause 8 (c) (1) hereof, the Trustee (s) at the relevant time who belong to the Founder's Family shall nominate from amongst them the Managing Trustee of the Trust. The Managing Trustee so nominated shall hold office for such period and shall exercise such powers of the Managing Trustee as the Trustees at the relevant time entitled to nominate such Managing Trustee shall at their discretion determine.

(3) If there is not in existence any person belonging to the Founder's family or if there is no such person from the Founder's family who is willing to act as Trustee(s) or if there is no such person from the Founder's family who is traceable in spite of best bona-fide attempts made to trace such person, then the Trust along with all the Trust property shall vest in the President of India and/or in any such person(s), body(ies) or authority(ies) as the President of India may deem fit to nominate for the purpose of vesting the Trust subject to the

For Shiv Nadar Foundation


Managing Trustee

For HCL Corporation Ltd.


Director

condition that the Trust shall in perpetuity bear and carry and continue to be known by the name given to the Trust before such vesting.

(d) Founder's family:

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

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

(e) Trustees in succession to the first Trustees:

(1) The Trustees belonging to the Founder's Family shall hold office for life.

(2) HCL Corporation Ltd. shall hold office as Trustee until all the Trustees belonging to the Founder's Family shall at any time otherwise determine.

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

(f) Resignation of Trustees:

(1) A Trustee shall be entitled to resign from the position of Trustee by giving one month notice in writing to the other Trustees for the time being.

(2) A sole Trustee of the Trust shall not be entitled to resign from the position of Trustee unless such Trustee shall have appointed other Trustee(s) in accordance with the provisions of Clause 8, and if that shall

For Shiv Nadar Foundation

Shiv Nadar
Managing Trustee

For HCL Corporation Ltd.

Kiran Nadar
Director

Roshni Nadar
Director

for any reason be not possible, then unless the Trust property is vested in accordance with the provisions of Clause 8 (b) (3) hereof.

(9) Power of Managing Trustees:

(a) The Managing Trustee shall be permitted to exercise all or any of the following powers:

- (1) To appoint specific affairs sub-committee or sub-committee(s) for the management of the Trust or for the conduct of any specific activity(ies) on behalf of the Trust and such sub-committee(s) shall act in accordance with the directions and powers given to them by the Managing Trustee in writing.
- (2) To make, alter, rescind any rules and regulations for the effective management and administration of the Trust or any other undertaking of the Trust.
- (3) To receive for the Objects; donations, contributions, endowments, grants and legacies from individuals, corporates, charities, other trust funds and from Governments (State or Central) and the bodies or authorities through whom they disburse their funds, on such terms and conditions as may be accepted by the Trustees.
- (4) To make donations, contributions, endowments, grants and legacies to other entities in furtherance of the Objects.
- (5) To apply the whole or any part of the Trust property or Trust Fund, whether capital or income, towards payment of expenses of the Trust or towards all or any of the purposes of the Trust.
- (6) To purchase or acquire by any means any land or building or property, movable or immovable for the Trust, and to delegate such power to such person(s) and for such purpose(s) as the Managing Trustee shall deem necessary.
- (7) To develop, build or cause to be developed or built or re-built, improved, or enlarged any building or structures and to sell, transfer or gift or exchange or lease or hire or license or otherwise alienate any land, building and movable and immovable property of every description belonging to the Trust.
- (8) To enter into contracts on behalf of the Trust and rescind them.

For Shiv Nadar Foundation

[Signature]
Managing Trustee

For HCL Corporation Ltd.

[Signature]
Director

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- (9) To appoint, terminate, suspend or otherwise deal with the staff and employees of the Trust.
- (10) To directly or indirectly construct new building(s) or structure(s) or rebuild, improve enlarge or add to all or any one or more of the buildings or structures forming part of the Trust Property by application of the Trust Fund or otherwise under any agreement or arrangements either for use of the Trust or generate income for application towards achieving the objects of the Trust or any of them.
- (11) To incur all necessary expenses in connection with the Trust and its management and activities.
- (12) To do all acts, deeds and things as may be necessary for carrying out all or any of the objects and activities of the Trust.
- (13) To delegate any powers in respect of the administration of the Trust to such person or body and to such extent and in such manner as the Managing Trustee shall deem fit.
- (14) To dissolve or wind up the Trust and to distribute the Trust property/Trust Fund in accordance with the provisions of Clause 6 hereof.
- (15) To engage any agency, body, consultancy or authority to assist, manage or undertake such consultancy and/or management activities under such terms and conditions and fees as the Managing Trustee deems fit.
- (b) So long as Kiran Nadar, Roshni Nadar and Shiv Nadar shall be the Managing Trustees they shall exercise all of the specified powers in Clause 9(a) hereof as Managing Trustees, in addition to the powers conferred on them or any of them as Trustees or otherwise elsewhere in these presents.
- (c) All other Managing Trustees shall exercise such of the powers specified in Clause 9(a) hereof as may be delegated to them by the Trustees from time to time in accordance with these presents provided that except for the powers vested in Kiran Nadar, Roshni Nadar and Shiv Nadar in their capacity as Managing Trustee, no other Managing Trustee may be delegated or vested with the power to sell, transfer, gift, exchange or

For Shiv Nadar Foundation

Shiv Nadar
Managing Trustee

Roshni Nadar

For HCL Corporation Ltd.

Shiv Nadar
Director 10

otherwise alienate any land, building or other immovable property belonging to the Trust or to dissolve or wind up the Trust.

(10) Power of Board of Trustees:

(i) The Board of Trustees shall have power to:

- (a) To appoint any person to prosecute and defend all suits and other legal proceedings for or against the Trust and to appoint and remove lawyers for the purpose.
- (b) To open accounts in any Scheduled Banks and operate the same in the name of the Trust and such bank accounts may be operated by the Managing Trustee and/or by such Trustees or other person(s) nominated for the purpose by the Board of Trustees.
- (c) To appoint any person to receive notice and to appear before courts, tribunals, public offices, and judicial and quasi-judicial authorities of all kinds for and on behalf of the Trust.
- (d) To authorize receipt of, receive, collect and enforce recovery of all monies due or payable to the Trust and grant necessary receipts and discharge thereof.
- (e) To consider such matters as may be referred to the Board of Trustees from time to time by the Managing Trustee.
- (f) To apply for and obtain grants or loans from the Government or other person or authority for the purpose of the Trust on such terms and conditions as the Trustees may think fit in respect of the security and interest and shall for this purpose, be entitled to execute, or authorize anybody to execute such mortgage or charges or other security on or over the Trust Property or any part thereof as may be necessary to secure such loan.
- (g) To appoint a Managing Trustee (after Kiran Nadar, Roshni Nadar and Shiv Nadar shall have ceased to be Managing Trustee) in accordance with the provisions of the Trust and to delegate to such Managing Trustee such of the powers of the Managing Trustee as are capable under Clause 9(c) hereof.
- (h) To attract and encourage donations, gifts (by will or otherwise), endowments, trust distributions and other forms of financial assistance to or for the furtherance of the objects under which this Trust is created.

For Shiv Nadar Foundation

For HCL Corporation Ltd.

Manish
Managing Trustee

Rohini
Director

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- (ii) In the absence of a Managing Trustee appointed under (g) above or in absence of the delegation of powers to the Managing Trustee under Sub-Clause (g) above, to exercise such of the powers of Managing Trustees under Clause 9(a) hereof as have not been delegated to the Managing Trustee under Clause 9(c) hereof.
- (iii) The income and funds of the Trust will be solely utilized towards its objects and no portion of it will be utilized for payment to Trustees by way of profit, interest, dividends or the like.

(11) Expenses:

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

(12) Effect of Defect or Irregularity in Appointments:

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

Provided that as long as there shall exist Trustees who are members of the Founder's family, all Trustees who are members of the Founder's family shall have approved in writing the act and proceedings of the Board of Trustees or of the Managing Trustee sought to be validated by virtue of provisions of this clause, and if there shall not at any time exist Trustees who are members of the Founder's family, all the Trustees for the time being shall have approved in writing the act and proceedings of the Board of Trustees sought to be validated by virtue of the provisions of this Clause.

(13) Meetings of Trustees:

(a) All the meetings of the Trustees shall be presided over by the Managing Trustee. So long as Kiran Nadar or Roshni Nadar or Shiv Nadar is the Managing Trustee(s), such Managing Trustee shall have the power to nominate a Trustee who shall preside over the meetings in her/his absence. Subject thereto and/or failing such nomination, the Trustees present at a meeting shall

For Shiv Nadar Foundation

For HCL Corporation Ltd.

M. M. Nadar

Kiran Nadar

Roshni Nadar

M. M. Nadar 12

Managing Trustee

Director

vote to elect such one amongst themselves to preside over the meeting, provided that so long as there shall exist a Trustee who is a member of the Founder's family, such Trustee shall preside over the meeting and if there is more than one such Trustee then a Trustee among the Trustees of the Founder's family shall be elected to preside over the meeting in the absence of the Managing Trustee.

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

(C) The Trustees shall maintain true and correct accounts of the Trust and a correct record of their deliberations signed by all the Trustees present at the meeting.

(14) Minutes, Accounts & Audit:

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

(15) Amendment of the Trust:

Shiv Nadar during his lifetime and after his life time, his wife Kiran Nadar and thereafter his daughter Ms. Roshni Nadar shall have the power to add to, alter or amend in any manner any provision(s) of the Trust Deed. Thereafter, the Trustee(s) of the Founder's family acting unanimously shall have the power to add to or alter any provision(s) of the Trust Deed.

(16) Indemnity

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

For Shiv Nadar Foundation

Munish
Managing Trustee

Kiran

For HCL Corporation Ltd.

Rohini

Munish 13
Director

(17) Irrevocable Trust

The Trust hereby created is irrevocable.

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

SIGNED and DELIVERED on behalf of the Shiv Nadar Foundation by Shri Shiv Nadar its Managing Trustee.

For Shiv Nadar Foundation

(Shiv Nadar)
Shiv Nadar
Managing Trustee

SIGNED AND DELIVERED by the
aforenamed Trustees:

(Kiran Nadar)
Kiran Nadar

(Roshni Nadar)
Roshni Nadar

For HCL Corporation Ltd.

(Director)
Director

Mr. Shiv Nadar, Director for and on behalf of HCL Corporation Ltd.

In the presence of:

(1) Sh. Neelesh Aggarwal
Sh. G.P. Aggarwal
7, B-140/19 Noida (UP)
FJF 9375148

(2) SUNIL KR. SHRIVASTAVA
S/O SHRI M.P. SHRIVASTAVA
12, AKRITI APTT.
PLOT No. 62, PATPARGANJ
DELHI - 110092

(Signature)

(Signature)

Reg. No. 398 Reg. Year 2010-2011 Book No. 4



Ist Party न्यासकर्ता



IInd Party न्यासी



Witness गवाह

Ist Party

IInd Party

Ist Party न्यासकर्ता :- Shiv Nadar Foundation Thr Sivaprasad Sivasubramaniam Nadar

IInd Party न्यासी :- Kiran Nadar, Roshni Nadar, HCL Corporation Ltd Thr Shiv Nadar

Witness गवाह Neelesh Aggarwal, Sunil Kr Shrivastava

Certificate (Section 60)

Registration No.398 in additional Book No.4 Vol No 1,423

on page 37 to 50 on this date 12/05/2010 day Wednesday

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

Devendra
Sub Registrar

Sub Registrar VII

New Delhi/Delhi

Date 12/05/2010