

No. (53)

Dated 30.05.91

Certified under Section 42 of the Indian stamp

Act, 1889 that stamp Duty of the amount of Rs. 5850/-

(Rupees Five thousand eight hundred and fifty only)

has been lived on this document and paid by M/s. Unitech Ltd. D. P. K. K.

Called settlor B. M. F. Burney, Joint Officer

vide Treasury Challan

No. (14) Dated 8/5/91 For Unitech Medical Charitable Trust

8700/- In favour of Unitech South city medical charitable trust.

202
8/5/91

Treasury Officer
GURGAON

6855181

13/6
1/2

DEED FOR DECLARATION OF MEDICAL CHARITABLE TRUST

THIS INDENTURE ^{is registered} is made on this 9th day of January, ^{MAY} 1991, between UNITECH LIMITED, a Public Limited Company, having its Registered Office at 6, Community Centre, Saket, New Delhi- 110017, hereinafter called the SETTLOR (which expression shall unless repugnant to the context or meaning thereof include its nominee, assigns and successors) of ONE PART, and

Signature of Settlor

Signature of Trustee

Contd.....



दिनांक 9-5-91 कोराना के तांत्रिक वीरवार
 (पिजीयॉन कायदा 1913) समय
 11-12 कोराना के रमेश चन्दा
 श्री 0001 कोराना मंडलाधीन में दिवसे
 कोराना में ~~FR~~ द्वारा समग्र
 कोराना में विस्तार में नगर
 नगरपालिका में पेश किया।

रमेश चन्दा

[Signature]

[Signature]
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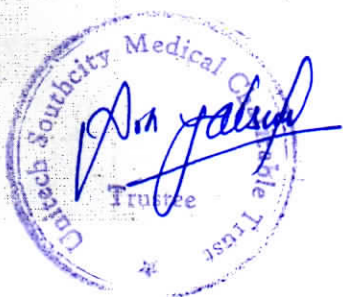
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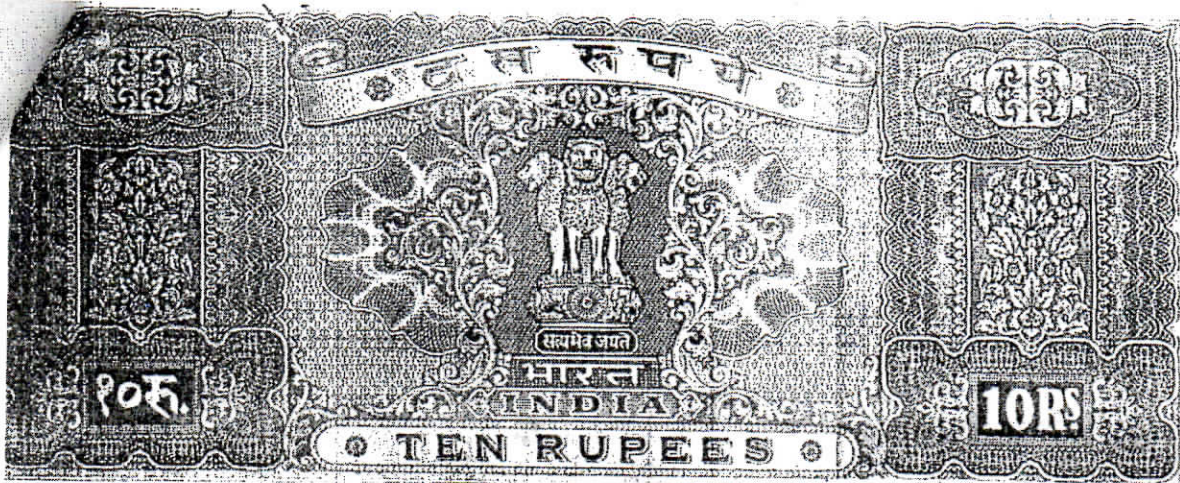
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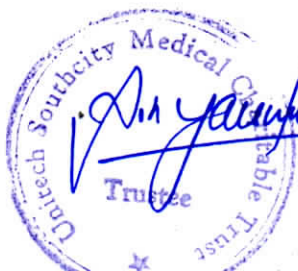
DEED FOR DECLARATION OF MEDICAL CHARITABLE TRUST

~~THIS INDENTURE is made on this 9th day of January, 1991, between UNITECH LIMITED, a Public Limited Company, having its Registered Office at 6, Community Centre, Saket, New Delhi-110017, hereinafter called the SETTLOR (which expression shall unless repugnant to the context or meaning thereof include its nominee, assigns and successors) of ONE PART, and~~

1. Dr. (Mrs) Pushpa Chandra, W/o Shri Ramesh Chandra by faith Hindu, by Occupation Doctor, R/o C-42, Mayfair Garden, New Delhi-110 016.
2. Dr. (Mrs) Kamla Gidwani, W/o Dr. G.H.Gidwani by faith Hindu, by occupation Doctor, R/o B-46 Swasthya Vihar, Delhi.
3. Dr. G.R. Bahri, S/o Late Shri Ralla Ram Bahri by faith Hindu, by occupation business R/o R-87, Greater Kailash-I, New Delhi- 110048.

hereinafter jointly called the TRUSTEE, (which expression shall unless inconsistent with or repugnant to the subject or context thereof include the Trustee or Trustees for the time being of these presents and/or survivor or survivors of any of them and their successor or successors in Office) of the SECOND PART.

WHEREAS, the Settlor is in the process of developing a residential colony in Gurgaon District named SOUTHCITY, (herreinafter collectively referred to as the 'SAID COLONY')



Ram

10-11-91

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and in accordance with the provisions contained in the Haryana Development and Regulation of Urban Areas Act, 1975 and licence granted to it under Section 3 of the said Act and whereas in terms of the Licences granted to it and agreements entered into with the purchasers of the plots in the said Colony, the Settlor is under an obligation to provide certain facilities for the residents of the said Colony including medical facilities,

AND WHEREAS under the layout plan of the said Colony sanctioned by the Haryana Government, have been earmarked for medical facilities in the said Colony,

AND WHEREAS, the details of the said plots of land is more fully described in the Schedule-I written hereunder, and are hereinafter referred to as the said plots,

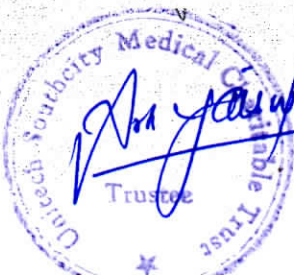
AND WHEREAS, the Settlor is desirous of irrevocably transferring the said Plots and all their rights, title and interest in the said Plots to the Trustees for the purpose of providing medical facilities through the construction of building and running and maintaining hospitals/nursing homes/health centres and by other means in the said Colony,

AND WHEREAS, the Board of Directors of the Settlor and the land owning Companies have resolved at their meeting held on 28th day of June, 1988, that the said Plots may be transferred to the Trustees for the aforesaid object,

R.C.M.

[Signature]

.....3/-



AND WHEREAS, the Trustees have agreed to accept the transfer of the said plots for the aforesaid purpose,

NOW THIS INDENTURE WITNESSES AS FOLLOWS

1. In pursuance of the said obligation and for fulfilment of such obligation the Settlor do hereby grant, convey, transfer and assign unto the Trustees the said Plots described in the Schedule-I and all their estate, right, title, interest, claim and demand into or upon the said Plots to have and to hold them all upon trust for the objects and with the intent and subject to the Trust's powers and provisions hereinafter declared and expressed concerning the same.

2. The Trust hereby established shall be called **UNITECH SOUTHCITY MEDICAL CHARITABLE TRUST**. The office of the Trust shall be at the said Colony or at such other place as the Trustees may from time to time think fit.

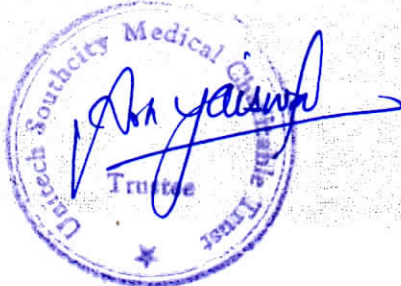
3. The objects of the Trust shall be to open, found, establish, promote, set-up, run, maintain, assist, finance, support and/or aid or help in the setting up and/or maintaining and/or running hospitals, charitable dispensaries, maternity homes, child welfare centres, convalescent homes, sanatoriums, hostels and other similar institutions or centres for rendering or providing medical relief and/or aid to the suffering General Public at large without any distinction of caste and creed or for research centres and institutions for promotion of research and education for medical science including surgery.

4. For the consideration herein reserved the Trustees do covenant with the Settlor that they will stand and be possessed of the said Plots upon trust for the purposes of providing medical facilities in the said Colony.

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for

.....4/-



5. The Trustees may construct the buildings required for the provision of medical facilities themselves and run the hospitals/nursing homes/health centres themselves or have it done through other persons, trusts, societies or institutions by giving the plots or any one or more of them or buildings constructed thereon on lease or by outright transfer or in any other manner and on such terms and conditions as they may consider appropriate.

6. The hospitals/nursing homes/health centres etc. shall be free to recover charges from the persons availing of their services to meet the expenditure incurred in running them, and other incidental purposes.

7. The income of the Trust from whatever source derived shall be applied, utilised or accumulated for further applications solely for the purposes of providing medical relief and promoting medical facilities and all its assets shall also be held for the furtherance of the object of the Trust of India.

8. For the accomplishment of the Trust of these presents and without prejudice to the generality of any powers hereby or by law conferred or implied or vested in the Trustees, the following powers and authorities are hereby expressly conferred on the Trustees, that is to say :-

a) To elect, nominate or appoint any one from amongst them as the Managing Trustee with such powers as may be delegated to him or her from time to time; and also one of them as Chairman of the Board of Trustees.

b) To keep an account or accounts with any bank or banks, to operate such account or accounts whether in debit or in credit and to give all appropriate instructions to the banker or bankers concerning the operation of such account or accounts and to authorise by appropriate resolution two or more of the Trustees jointly with an agent appointed by the Board of Trustees in their behalf to operate such account or accounts;

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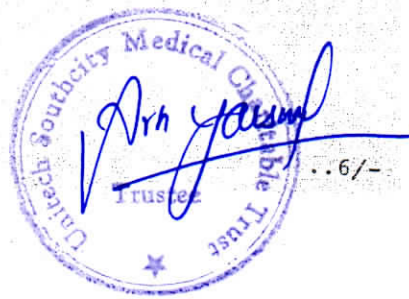
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- c) To purchase, construct or hire or take on lease any immovable or movable property for all or any of the purposes of the Trust at such price, cost or rent and for such period, with or without option for renewal, as the Trustees may deem fit;
- d) To let out, lease, demise, mortgage, charge or licence any property belonging to the Trust for such rent or compensation and on such terms and conditions and for such period as the Trustees may think proper.
- e) To appoint and dismiss and re-appoint executives, officials, clerks, care-takers, attendants and other employees on such salary and such terms and conditions as they may deem fit for the purpose of management and supervision of Trust Estate and for other purposes of the Trust.
- f) To delegate by Power of Attorney or otherwise, to any Trustee or Trustees or any other person or persons implied by law or conferred by statute or vested in the Trustee by these presents but the Trustees shall not be held liable or responsible for the acts or defaults of any such persons or person but only for their own respective acts and defaults;
- g) Except as mentioned otherwise in the deed, to act according to the decision of the majority of Trustees when the Trustees are not unanimous and such decision shall be binding on all the Trustees. If the Trustees are equally divided in opinion, the matter shall be decided according to the casting vote of the Chairman of the meeting.
- h) To reimburse themselves or pay and discharge out of the funds or any property subject to the Trusts or these presents and income thereof, all expenses incurred in or about the execution of the Trusts or powers of these presents including reasonable amount of travelling expenditure incurred for attending any meeting of the Trustees. The Trustees shall be entitled to be indemnified by

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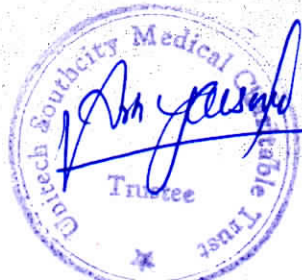


the Trust properties, against the consequences of all lawful acts done by the Trustees in the course of and discharge of their duties as the Trustees of this Trust and all costs, charges and expenses thereof.

- i) To decide all questions arising in the administration of the Trust including all questions relating to the interpretation of these presents, the administration of the institutions maintained by the Trust or concerning anything or matter relating to or connected with or arising out of these presents or the operation thereof. The decision of the majority of Trustees on all or any of the matters aforesaid shall be final and binding.
- j) To compromise, compound, abandon, submit to arbitration or otherwise settle any actions, suits, proceedings, debts, claims or things whatever arising out of the administration of the Trust and institution maintained for concerning or touching the Trust Estate and/or Trust Properties and for any of these purposes may enter into, give, execute such agreements; instruments of composition or arrangements, and other acts & things fully and effectually as to them seem expedient, without being liable or responsible for any loss occasioned by any act or thing so done by them in good faith as fully as if they were absolutely entitled to the asset of the Trust and the said institution without being answerable for any bona-fide loss occasioned thereby;
- k) To set up one or more Managing Committees for the routine and day-to-day management and administration of the institutions under their ultimate supervision and control. The Trustees shall be entitled to jointly discuss any such Committee or re-constitute the same and to frame the constitution and regulate the procedure of such Committees and to delegate to them such powers as they may consider proper and necessary. Any one or more Trustees may be appointed or nominated as

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members of any such Committee which may also, if deemed desirable include any other person or persons.

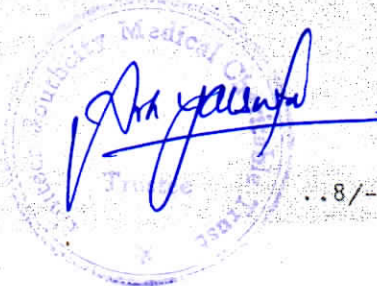
- l) To frame such rules and regulations for the management and administration of the Trust and the Institutions as they may deem fit any proper and to alter, vary or modify the same from time to time and to make new rules and regulations.

PROVIDED that such rules and regulations shall not be inconsistent with the terms of these presents;

- m) To deposit for safe custody any documents held by them relating to any property belonging to the Trust with any bank and to pay any sum payable in respect thereof;
- n) To permit the investment to stand so long as the Trustees desire in the name of the Managing Trustees and/or other Trustees and to provide which Trustee shall, in case of joint investments, be named as the first;
- o) To borrow or raise any money that may be required by the Trust for the achievement of its object upon such terms as may be deemed advisable and in particular by way of bank overdraft, loan or otherwise including the issue of bonds, debentures bills or exchange, promisory notes or by mortgage or charge of all or any part of the immovable or movable assets belonging to the Trust. PROVIDED, however the Trustees agree on such borrowing and limited to the terms of their decision or agreement and to authorise two or more of the Trustees to execute such documents, deeds, papers etc. as may be necessary in connection therewith.
- p) To amalgamate the Trust with any other Trust, Society, Institutions or body having the object of providing medical facilities in the said Colony.

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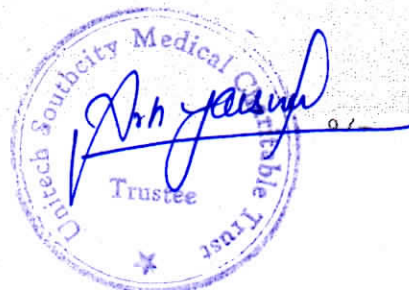
for Ag.

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- q) To enter into any arrangement or collaborate with any other Trust, Society, Institution, Body Corporate or Company for the purpose of achievement of the objects of the Trust;
- r) To become member of any other bodies of persons, associations of persons, institutions, societies and bodies corporate including companies limited by guarantee for the achievement of the object of the Trust or otherwise for the benefit of the Trust.
- s) To hand over the medical institutions to any other persons, trust, societies or institutions to be run in the said Colony on such terms and conditions as they may consider appropriate.
- t) To make any amendments in the provisions of the regulatory powers under these presents by a majority decision of all the Trustees for the time being in writing. PROVIDED that the Trustees shall have no power to make any amendments in respect of the provisions which lay down the objects of the Trust.
- u) To do all such other lawful things as may be incidental to or conducive to the attainment of the objects or the Trust.

9. (1) Subject to the provisions of any law, for the time being in force and applicable to the Trust, the Trustees shall invest all moneys which shall require investment in any investment or properties of whatsoever nature and whatsoever situated in India and whether involving liabilities or producing income or not or upon personal credit with or without security and in any manner they may think proper without being obliged to invest the same in the investments authorised by law for the investment of the Trust Funds and to call in, sell, convert or exchange such investments and properties both movable and immovable as are forming part of the Trust Fund whenever they in their absolute discretion think it desirable to do so. And without prejudice to generality of the foregoing powers, the Trustees may invest any money requiring investment :

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- a) In the purchase of any immovable property situated in India and for the development thereof the Trustees may borrow at such interest as they may think fit for the purpose without security or on security of the Trust Fund or of any property forming part of the Trust Fund.
- b) In the purchase of or subscription to debentures, stocks, funds, shares and securities of any company or corporation;
- c) In making loans upon the security of any immovable or movable property;
- d) In making loans to or deposit with any person, firm or company or corporation;
- e) In the purchase or acquisition of flats by becoming member of co-operative societies;
- f) In any business or gainful activity which may be carried out by the Trustees as sole proprietors thereof in partnership with any other person or persons and in the course of carrying on such business or activity, the Trustees shall have all such powers and authorities as any individual owner thereof has including power to borrow money.

To the intent that the Trustees shall have the same full and unrestricted power of investment and transposing the investments in all respects as if they were absolutely entitled there to beneficially.

(2) In the execution of the powers of investment hereby or by law conferred upon the Trustees, no Trustee shall be liable for any loss to the Trust Estate arising by reason of any investments made in good faith nor shall any trustee hereof be liable for any loss to or in respect of the Trust Estate unless such loss shall be attributable to his own dishonesty or wilful commission or omission of any act known by him to be a breach of trust.

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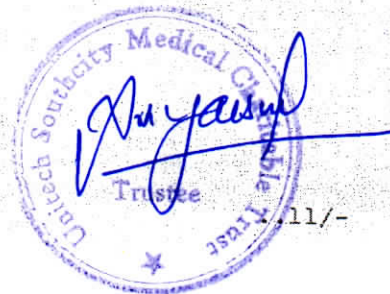
10. The Trustees shall have power and it shall be lawful for the Trustees at such time or times as they may in their absolute discretion think fit to sell by public auction or private contract or exchange or transfer or assign or grant leases or sub-leases for any term however long or otherwise dispose of all or any part of the Trust properties including immovable properties.

11. The Trustees are hereby authorised to invite and/or accept donations or contribution of money, shares, debentures, bonds, securities, businesses and other movable or immovable property from the Settlor or any other person, firm, company, corporation, association, institution or trust for the furtherance of the objects of the Trust, by way of gift, grant, legacy or otherwise on such terms and conditions as the Trustees may in their absolute discretion think fit and which are inconsistent with the objects of these presents and such donations shall be held by the Trustees as accretion to or augmentation of the Trust Fund and shall be subject to the same trust, powers and provisions as are contained in these presents and applicable thereto as if such money or other property had formed part of the original Trust Fund PROVIDED that Trustees may refuse to accept any such donations, grant or legacy which they may in their absolute discretion consider unsuitable.

12. a) The Trustees may meet together for the despatch of the business and adjourn and otherwise regulate their meetings and proceedings as they may think fit;
- b) All meetings of the Trust shall be held at such place and at such time as the Chairman of the Trust shall decide from time to time.
- c) A resolution passed by circulation without any meeting of the Trustees and evidenced by writing under the hands of the majority of the Trustees in India shall be as valid and effectual as a resolution duly passed at a meeting of the Trustees held in accordance with the provisions of these presents.
- d) The quorum for any meeting of the Trustees shall be two.

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e) The minutes of the proceedings of every meeting of the Trustees shall be entered in a book to be kept for that purposes and signed by the Chairman of such meeting or of the following meeting when they are read over and shall when so entered and signed be conclusive evidence of the business and other matters transacted at such meeting.

13. Any Trustee being a lawyer, accountant or other person engaged in any profession or business shall be entitled to be paid all the usual professional or proper charges for time expended, businesses transacted and acts done by him or any partner of his in accordance with the Trusts hereof (including acts which a Trustee not being in any profession or business could have done personally) in spite of the fact that he shall be a Trustee of these presents.

14. The receipt, of the Trustees or Trustee or the Managing Trustee as the case may be for any money paid or any stock, funds or securities or other investments transferred to them or him in the execution of any of the Trusts or powers hereof or for the purchase money paid to them or him shall effectively discharge the person or persons to paying or transferring the same therefrom.

15. a) The power of appointing new Trustees shall rest in the Settlor.

b) Every Trustee, including the Trustees appointed under these presents, shall retire at the expiry of a period of two years from the date of his appointment, but will be eligible for re-appointment by the Settlor.

c) The Settlor may appoint any person or persons as additional Trustees for such period as it may consider fit.

d) It shall be lawful for the Settlor to appoint any bank, company or corporation to be an additional Trustee of these presents jointly with

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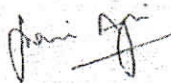
The continuing Trustees upon such terms as to remuneration or otherwise and for such period as the Settlor may think fit.

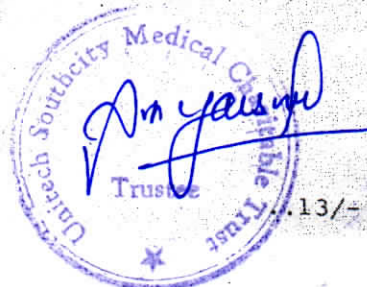
16. On every appointment of a Trustee the Trust Fund shall in and so far as the nature of the property and other circumstances shall require or admit and unless the trustees otherwise resolve but so as not to prejudice the powers of the Managing Trustee be transferred so that the same may be vested in the Trustees or Trustee for the time being. And every Trustee so appointed as aforesaid may as well as before or after such transfer act or assist in the execution of the Trusts and powers of these presents as fully and effectively as if he had been hereby constituted a Trustee.

17. The Trustees shall be respectively chargeable only for such moneys, stocks, funds and securities etc. of the Trust, as they shall actually receive, notwithstanding their respectively signing any receipt jointly with others, for the/ sake of conformity and shall be answerable and accountable only for their own respective acts, receipts, neglects and wilful defaults and not for those of each other nor for those of any bankers, brokers or other persons with whom or into whose hands any Trust moneys or assets may come or be placed, deposited nor for the deficiency or insufficiency of any stock, funds and securities etc. nor for any other loss unless the same shall happen due to or through their or his own wilful default or dishonesty, and in particular no Trustee shall be bound to take any steps or proceedings against a Co-Trustee for any breach or alleged beach of trust committed by a Co-Trustee.

18. Where the Trustees in the purported exercise of the Trust's discretions and powers hereby or by law conferred act on the advice of any counsel, solicitor or estate agents, actuary, broker, cachier, accountant or expert, the Trustee shall not be responsible for any loss that may result from acting on such advice but the act or omission shall be deemed to be authorised and proper and the advice shall operate to protect the Trustees in the like manner as if the act or omission had been directed








or authorised under an order of a Court of competent jurisdiction.

19. The Trust hereby established shall be irrevocable and for the purpose of stamp duty, the value of the settled property keeping in view its use as set forth in this deed is fixed at Rs.

IN WITNESS WHEREOF the Common Seal of the Settlor has been hereunto affixed and the Trustees have hereunto set their respective hands on the day, month and year first hereinabove mentioned.

The Common Seal of UNITECH LIMITED has been hereunto fixed pursuant to a Resolution of the Board of Directors of the Company passed on the 28th day of June, 1988, and Shri Ramesh Chandra, Managing Director of the Company and Mr. Ravi Aiyar, Secretary of the Company have in taken thereof set their hands on these presents in the presence of :-


- 1. 
M. F. Bunnay
271- Sulchdurih
New Delhi
- 2. New Delhi


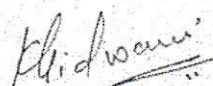





SIGNED, SEALED AND DELIVERED BY the within named Trustees

IN THE PRESENCE OF :

- 1.
- 2. 
M. F. Bunnay
271- Sulchdurih
New Delhi

- 1. 
- 2. 
- 3. 

Drafted By Mangkum, Advocate
Date: 1/1/89

Mangkum
815/11
(Mangkum) Advocate



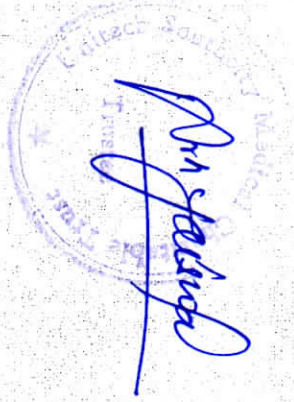
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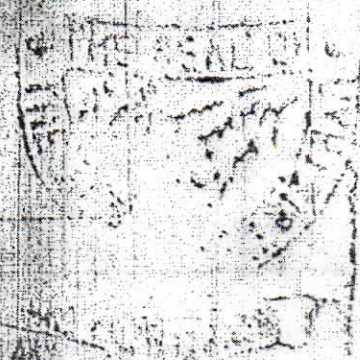
SL. NO.	KHASRA NO.	KILLA NO.	TOTAL AREA IN ACRES	VILLAGE	NAME OF THE OWNER OF THE LAND
1.	37	17, 24, 25	1.29	SILLOKHHERA	UNITTECH LIMITED
2.	45	4			

for sig


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Amstard





भासका नं. १८२०२
 अतिरिक्त बही नं. १
 जिल्हा नं. ३३०६ फाट्ट नं. ३०-३२ पर
 विपकाया गसा जायदे बही नं. १
 जिल्हा नं. ५६३ फाट्ट नं. ११ पर
 दिनांक २५/११/११ को दर्ज रजिस्टर किना मदा


 सहकार्य सचिव रजिस्टर
 बुधगाव

