

09 ~~27~~ / 19

IV



उत्तराखण्ड UTTARAKHAND

B 514657



Twinkle Dutt



Nupur

TRUST DEED

THIS DECLARATION OF TRUST is made on this 27th day of February, 2019, **SITARGANJ, Distt. U.S.NAGAR (U. K.)** (hereinafter referred to as the "SETTLER" of the TRUST)

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Twinkle Dutt

Nupur Dutt

THIS DECLARATION OF TRUST is made on this 27th day of February, 2019, **SITARGANJ, Distt. U.S.NAGAR (U. K.)** (hereinafter referred to as the "**SETTLER**" of the TRUST)

WHEREAS the Settler of Trust is desirous to create a trust for beneficial promotion and propagation of pre-primary, primary, secondary, higher education, Technical education and knowledge of literature science and technology for the public at large for all caste & religions and without any discrimination of caste, colour & creed and alongwith himself appoint other persons as Trustees for implementation of the Trust;

AND WHEREAS in view of the said objects, the Settler of the Trust has decided to endow the said TRUST a nucleus of Rs. 10,000/- (Rupees Ten thousand only) in cash;

NOW THIS DEED OF DECLARATION OF TRUST WITNESSETH AS FOLLOWS :-

1. That in pursuance of the intention, the SETTLER OF TRUST has settled the sum of Rs. 10,000/- by cash unto and in favour of the Trustees herein, to be held by them for and on behalf of the Trust hereby created, the receipt of which the Trustees hereby acknowledge and accept their appointment as Trustees of the said Trust, under the terms and conditions, set out hereunder for the fulfillment of the objectives of the Trust, morefully and particularly described and set out hereunder.
2. That the name of the Trust shall be "**JANKI EDUCATIONAL TRUST**".
3. That the Registered Office of the Trust shall be situated at Sitarganj Road Pechpeda , Nanakmatta in the state of Uttarakhand or such other place as the Trustees herein may decide from time to time.

Twinkle Dutt

Nagendra Dutt

बही संख्या 4 रजिस्ट्रीकरण संख्या 9 वर्ष 2019

Trust (Movable)

Trust (Movable)

रजिस्ट्रेशन शुल्क ₹0 200.00	प्रतिस्तिपि शुल्क ₹0 10.00	इलेक्ट्रॉनिक प्रोसेसिंग शुल्क ₹0 380.00	कुल योग ₹0 590.00	शब्द लगभग 1,000
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कुमारी हरीकीर्तन कौर द्विवंकल दत्त पुत्री श्री मान सिंह निवासी खटीमा, जरिये सेटलर व ट्रस्टी -जानकी एजुकेशनल ट्रस्ट सितारगंज रोड पचपेड़ा नानकमत्ता तहसील नानकमत्ता जिला ऊधम सिंह नगर ने आज दिनांक 27 Feb 2019 समय मध्य 1PM व 2PM को कार्यालय उपनिबन्धक सितारगंज मे प्रस्तुत किया।



Twinkle auto

हरीकीर्तन कौर द्विवंकल दत्त

उपनिबन्धक
सितारगंज
27-Feb-2019

इस लेख पत्र का निष्पादन विलेख मे लिखित तथ्यों को सुन व समझकर कुमारी हरीकीर्तन कौर द्विवंकल दत्त पुत्री श्री मान सिंह निवासी खटीमा, जरिये सेटलर व ट्रस्टी -जानकी एजुकेशनल ट्रस्ट सितारगंज रोड पचपेड़ा नानकमत्ता तहसील नानकमत्ता जिला ऊधम सिंह नगर । ने प्रलेखानुसार निष्पादन स्वीकार किया। इस लेखपत्र का निष्पादन प्रलेखानुसार श्रीमती नूपुर सिन्हा पत्नी श्री रवि सिन्हा निवासी लोधी रोड नई दिल्ली, जरिये ट्रस्टी -जानकी एजुकेशनल ट्रस्ट सितारगंज रोड पचपेड़ा नानकमत्ता तहसील नानकमत्ता जिला ऊधम सिंह नगर । ने भी स्वीकार किया।

जिनकी पहचान श्री अनिल कुमार पुत्र श्री राम दत्त निवासी भूड महोलिया तहसील खटीमा जिला ऊधम सिंह नगर तथा श्री जनक सिंह पुत्र श्री अतन सिंह निवासी चांदा चारुबेटा तहसील खटीमा जिला ऊधम सिंह नगर ने की।



उपनिबन्धक
सितारगंज
27-Feb-2019

4. That the Settler shall be the Founder Trustee of the Trust and is also appointing the following Trustees who are signing this deed in token of their consent for acting as Trustees :-

A) **SMT. HARKIRTAN KAUR TWINKLE DUTT, (U. K.)**.

SETTLER AND FOUNDER TRUSTEE

B) SMT NUPUR SINHA (TRUSTEE)

5. That the Settler and the Trustees above named shall be the First Trustees of the Trust and they will hold the office of Trustee for life.
6. That more Trustees can be Co-opted by the Trustees by approval of 2/3rd majority of existing trustees. However in any case total Number of Trustees shall not exceed 7.
7. That the **Founder Trustee** shall be the **Chairman** of the Board of Trustees and he / she will hold office for his/ her life time. He / She shall have right to nominate his Successor. After the demise or relinquishment of office of the Chairman or in the event of the Chairman failing to nominate his successor in office, the remaining trustees shall elect one of the other Trustees as Chairman of the Board of Trust.

Provided that all possible endeavors shall be made that Chairman of the Trust is elected from the family of the Founder Trustee.

Twinkle

Dutt

Nupur Sinha

बही संख्या 4 रजिस्ट्रीकरण संख्या 9 वर्ष 2019



Hareekirtan Kaur Dinkal Datta

Nupur Sinha

Anil Kumar

Anand Singh

हरीकीर्तन कौर दिवंकल
दत्त

नूपुर सिन्हा

अनिल कुमार

अनक सिंह



प्रतिज्ञ एवं साक्षीगण भद्र प्रतीत होते हैं। सभी के अंगुष्ठ चिन्ह नियमानुसार लिये गये हैं।

[Signature]
रजिस्ट्रीकार अधिकारी /
उप-निबंधक, सितारगंज
27 Feb 2019

8. That vacancies in the Board of Trustees may occur due to the following reasons:
- (i) Resignation, or
 - (ii) Death, or
 - (iii) Conviction of Criminal offence involving moral turpitude, or
 - (iv) Desiring to be discharged or refused or become unfit or incapable to act as a Trustee or to execute the duties and to execute powers reposed in him under these presents, or
 - (v) Adjudged insolvent or declared bankrupt or lunatic or becomes of unsound mind, or
 - (vi) If a request is made in writing to a Trustee other than founder Trustee and first Trustee to retire by all the other Trustees for the time being in office and also constituting the majority of the Board.
9. That any Vacancy(ies) accruing due to the reasons mentioned above, shall be filled in by 2/3 majority of the remaining members of the Board of Trustees. In case of difference of opinion, the decision of Founder Trustee / Chairman shall be final and binding.
10. Dr Nupur Sinha shall be the first managing trustee and she will hold office for her life time. After her death, members of the Board of Trustees shall elect one amongst themselves as Managing Trustee who shall look after day to day affairs of the Trust. In case of difference of opinion, the decision of Chairman shall be final and binding
11. The properties of Trust shall vest in the name of Board of Trustees and shall be administered and managed by the Board of Trustees subject to and in conformity with the rules, regulation and by laws of the Trust.

Twinkle Dutt

Nupur Sinha

12. That the Board of Trustees shall be the final and supreme body of the Trust. The Board of the Trustees shall have full powers, and authorities to do acts, matters, things and deeds, which may be necessary or expedient, for the purpose of management of the Trust.
13. That the Trust will be managed by a **Board of Trustees** consisting of not less than 2 trustees and not more than 7 trustees. The First Trustees of the Trust shall automatically form the Board of Trustees.
14. **That the aims and objects of the Trust are**

:-

- i) To promote, establish, run, continue, develop and manage school(s), college(s) and other educational institutions and organizations in various fields beneficial to the community at large without any discrimination of caste, colour & creed and to do all acts and things necessary for or conducive to the promotion of knowledge and to promote schools for Montessori, Kindergarten, Primary, Secondary, Higher, Commercial, Sports, Technical and Industrial, Medical, Cultural and other education or Research in the State of Uttarakhand or elsewhere.
- ii) To impart sound and liberal education to boys and girls that will lay stress on character building, team work, spirit de corps, physical development and will infuse in school children a spirit of adventure, fair, play and justice.

Twinkle Ant

Nipun Shukla

- iii) To start, establish, provide, conduct, maintain and manage reading rooms, libraries, laboratories, gymnasiums, swimming pools, workshop, publishing houses, hostels, residential quarters and other premises as and when thought fit by the Trustees.
- iv) To start, establish, provide, conduct, maintain and assist research laboratories and other experimental institutions for doing research and to hold or sponsor seminars & conferences.
- v) To render, advice, give consultation, promote utilization of research and enhance, develop, exchange research programs and establish co-operation between institutions engaged in research in various fields of modern education.
- vi) To engage teachers, professors, instructors and experts and personnel for other positions of good moral Character and capable to impart education efficiently and economically.
- vii) To establish, construct , alter, maintain and run any buildings and/or make arrangements from other agencies for the same, which may be necessary or convenient for its objectives.

In particular, the Board of Trustee shall have the following powers and authorities :-

- i). To look after and supervise the management of the properties and activities of the Trust.

Twinkle Sult

Nipun Sult

- ii). To determine from time to time to commence and to take up the object and purposes for which the funds of the trust shall be used and allot and allocate to each of the objectives such portion of the funds as they deem fit;
- iii). To purchase, take on rent, lease, exchange, hire, accept as a gift or otherwise acquire or deal in any movable or immovable property or rights therein or privileges attached thereto, which may be necessary or convenient for its objectives;
- iv). To invest funds to construct new buildings, to repair and renovate existing buildings by making necessary improvements and alteration, to demolish building and to reconstruct the same.
- v). To sell, lease, mortgage, charge, surrender, let on hire, exchange, dispose off, or otherwise transfer for consideration or by way of gift all or any portion of the property of Trust, Rights, Assets and Liabilities;
- vi). To execute on behalf of the Trust all contracts conveyance or all sort of documents and to receive and accept or deliver the same
- vii). To incur all expenditure necessary as in their own opinion useful for carrying out the objectives and administration of the trust;

Twinkle Sult

Nrupen Sult

- viii). To appoint members of teaching staff, faculty, legal advisors, engineers, architects, managers, accountants, clerks, agents, nursing staff and other employees which may be required for the management of the Trust on such terms and conditions as the Board of Trustees may consider proper and may dismiss any such employee.
- ix). To keep any person in service or expel or terminate the person from service of the Trust for misconduct or for any act, which in the opinion of the Board of Trustees, is prejudicial to the interest of the Trust;
- x). To accept donations, grants, presents and other offerings and to deal with same for the purpose of the Trust.
- xi). To pass valid receipts or to delegate powers of passing receipts for the money received by the Trust;
- xii). To charge moderate tuition fees and otherwise recoup themselves for the outlay and expenses incurred in the upkeep and maintenance of institutions established or about to be established under this deed.
- xiii). To open and maintain one or more bank accounts of the trust with any bank or banks as the Trustees may deem fit and deposit moneys of the Trust in the Bank accounts.

Twinkle Sult

Nipen Sult

- xiv). To borrow or raise funds for and on behalf of the Trust from Bank, Government, Universities or any other government Body/bodies, central and state or other Financial Institutions or Private person, secured or unsecured through pronotes or other obligations or securities of the Trust or by mortgage or creating charge on the properties of the Trust;
- xv). To invest and deal with its funds and moneys in securities or property upon such terms and conditions and in such manner as may from time to time be determined or deemed expedient;
- xvi). To lend or otherwise employ money belonging to it;
- xvii). To prepare and sanction annual budgets and estimated income and expenditure of the Trust;
- xviii). To appoint auditors of the Trust and fix their remuneration.
- xix). To file, defend, institute or take any legal proceedings and to compromise, withdraw, give up or abandon any claims on behalf of the Trust and for such purposes, to incur necessary expenses from the funds of the Trust.
- xx). To defend, institute or take any legal proceedings for the defence of office bearers, employees or members of any body or committee of the Trust if such legal action has arisen during the course of their acting for the interest of the Trust.

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Nipun Singh

- xxi). To delegate all or any of the powers vested in the Trustees to any other person as Board of Trustee of the Trust may think proper.
- xxii). To frame rules/ bye laws, regulations and other codes for the conduct of the affairs of the Trust as may be considered necessary in the interest and for the betterment, smooth and effective working of the Trust .
- xxiii). To alter, modify, rescind or add the rules, regulation and bye laws by two third majorities in the meeting duly convened for this purpose.
- xxiv). To engage, invest or enter into any contractual obligations for the purpose of promotion of sound and liberal education.
- xxv). To take over, on such terms as may be determined, any existing school or college with its properties, movable or immovable and with or without its liabilities and to carry on the same as an educational institutions or to amalgamate the same with any school established by other Trust/ Society and to amalgamate with any other Trust/Society having similar objects.
- xxvi). To enter into any arrangement with Government for securing grants in aid of any school belonging to the Trust.
- xxvii). To provide all necessary facilities for the benefit of all the educational institutions of the Trust.
- xxviii). To offer prizes, incentives, scholarships & stipends.

Twinkle Sult

Nrupen Sult

- xxix). To do other work alone or in association with other person, Trust or Body of persons, or otherwise, to achieve, the aims & objectives of the Trust.
- xxx). To do all things for the purpose of effectively carrying out the objectives and activities of the Trust.
- xxxii). To open any bank account (s) whether saving account, current account , fixed or otherwise in the name of the Trust or institution (s) or programme (s) run by the Trust with any scheduled bank (s) or Post Office and to operate by the authorized signatory or signatories as Board of Trustees shall think fit and proper to authorize any person or persons , unless and until determined otherwise such bank accounts shall be opened and operated singly by any of the members of Board of Trustees. The Financial Year shall be from 1st April to 31st March and the accounts of the Trust or institutions or programme (s) run by the Trust shall be audited yearly by the auditors or chartered accountant or a firm of chartered accountant to be appointed by the Board of Trustees & the fee for auditor(s) , shall be a part of outgoing amounts from the Trust Funds.
- xxxiii). To receive the honorarium or salary against his/her services or involvement in any of the projects or programme run by the trust , which must be decided by the Board of Trustees and approved by the Chairman/Chairperson.
- xxxiiii). To grant receipts for aid or donation received.

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Nipun Sult

- xxxiv). To sell or give on lease or on hire any immovable or movable property of the Trust for some certain period (s) on such terms & conditions as the Trustees may think fit and proper from time to time.
- xxxv). As a Trust is not a legal entity , it cannot issue or accept legal proceedings . The Trustee Mrs Twinkle Dutt is the party with standing to sue and defend for and on behalf of the Trust. She will have authority to appoint lawyer , pleaders , advocates to file and defend suit or suits filed for and against the Trust and or in the name of the Trust and also file suits for financial and other disputes or dues with different parties and signed executed such application, petition documents for such proceedings and delegate powers to the officers, employees, staff (s) and Trustee(s) for such proceedings (s) as required from time to time.
15. That the Chairman shall be the executive head of the Trust to carry out the management of the property of the Trust, under direction and supervision of the Board of Trustees. Chairman shall exercise such powers, as provided in these Rules and Regulations and as may be vested by the Board of Trustees.
16. That all Deeds, Documents etc. shall be executed by the Chairman and the Managing Trustee jointly, representing the Trust.

Twinkle Dutt

Nipun Senha

17. That Chairman and the Managing Trustee jointly, representing the Trust, shall sign and verify **plaint**, written statement, petitions, objections, memorandum of appeal and other applications and petitions of all kinds, affidavits and file the same in any court or office and would be entitled to file, defend, institute or take any legal proceedings and to compromise, withdraw, give up or abandon any claims, on behalf of the Trust.
18. That all Banking Accounts in any Bank shall be maintained in the name of the Trust. Such accounts shall be operated jointly by the Chairman and Managing Trustee.
19. Board of trustees by two third majorities & the consent of Chairman, may approve the resolution for delegation of power by any office bearer to any other person for operating the accounts.
20. That the Trustees may for the efficient functioning of the educational institution, constitute a Managing Committee and delegate such powers as they deem fit upon them, subject to the general control and supervision of the Trustees. The Trustees may make rules, regulations regarding the constitution of the committee including the term of the membership thereof and the appointment or removal of members of the committee.
21. That the Trustees may frame bye laws for the day to day functioning of the institution.

Twinkle Sult

Nipun Sult

22. That the name of each educational institution opened may be decided mutually by the Board of Trustees. In case of difference of opinion, the decision of Founder Trustee / Chairman shall be final and binding
23. That the receipt and property of the Trust will be applied solely for the promotion of the objectives of the Trust, as set forth above, and no portion thereof shall be paid or transferred directly or indirectly by way of dividends, bonus or otherwise howsoever by way of Profit to any Trustee or any other person claiming through them or any of them. However they shall be entitled to receive out of pocket expenses incurred by them in the course of discharging the functions of the Trust.
24. That the Board of Trustees shall hold their meetings at least once in six months / a year. The Chairman / Managing Trustee of the Trust shall convene the meetings of the Board of Trustees.
25. That for a meeting of the Board of Trustees, there shall be a quorum of at least one half. When a meeting cannot be held for want of quorum, the same shall be adjourned for one hour and two members present shall form a quorum for such adjourned meeting. But the presence of Chairman Trustee is must unless specifically allowed in writing by him to conduct the same.
26. That notice in writing of every meeting of the Board of Trustees shall be delivered or sent through post under Certificate of Posting or by hand to all the Trustees of the Trust at their addresses on record, at least seven clear days before the date of the meeting.

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Nayen Shaha

27. The Chairman Trustee may call an extraordinary meeting of the Trust for which notice of two clear days before the date of the meeting shall be deemed sufficient.
28. That the Accounts of the Trust shall be kept and maintained at the Registered Office of the Trust or at such /other place as may be decided by the Board of Trustees.
29. That the members of the Board of Trustees shall be liable only for such moneys and securities as they shall actually receive notwithstanding their signing any receipt, for the sake of conformity and shall not be answerable or responsible for the acts, receipts, omissions, negligence and defaults of any banker, broker, auctioneer or other person with whom or into whose hands and moneys or securities shall be deposited and other losses, unless the same has happened through their own negligence, default or omission, breach of Trust, misapplication or misconduct.
30. That Board of trustees may do all acts to fulfill the objectives of the trust not specifically written above.
31. The Trust may be dissolved at a special meeting of the Board of Trustees convened for the purpose by two-third majority present at such meeting in due presence of the Chairman.
32. That upon dissolution of the Trust, if there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Trust or any of them but shall be given or transferred to some other institution having objects wholly or in part similar to those of the Trust to be determined by the votes of two-third trustees present and voting specially called for the purpose or in default thereof by a Court of competent jurisdiction or can be transferred to the Government on the undertaking that objectives of the

Twinkle Saha

Nipun Saha

Trust would be promoted and the established institutions would be maintained and the name of Trust would not be changed under any circumstances.

IN WITNESS WHEREOF the parties hereto have signed this deed on the day, month and year first above written.

Twinkle Dutt

SETTLER

Trustee *Twinkle Dutt*

Trustee *Nipun Singh*

WITNESS:

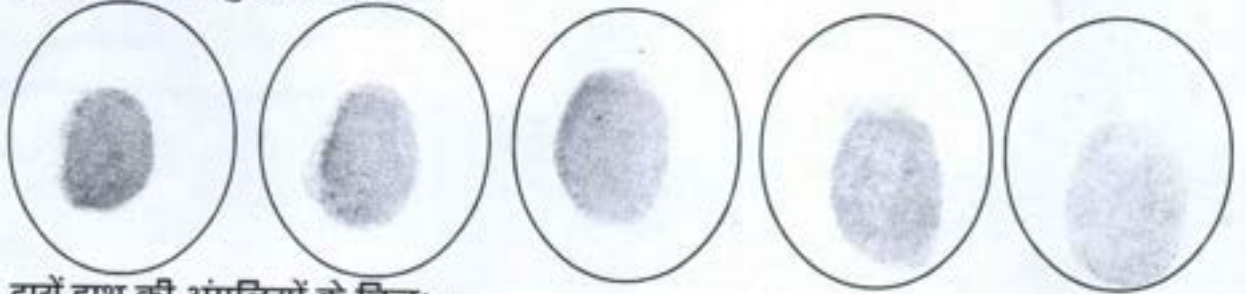
Shri Anil Kumar
1 .ANIL KUMAR S/O RAM DUTT, R/O BHOOD MAHOLIYA
TEHSIL KHATIMA DISTT U.S.NAGAR. ADHAR CARD NO-
577762186775

Shri Janak Singh
2 JANAK SINGH S/O ATAR SINGH, R/O CHANDA CHARUBETA
TEHSIL KHATIMA DISTT U.S.NAGAR. ADHAR CARD NO-
665377851588

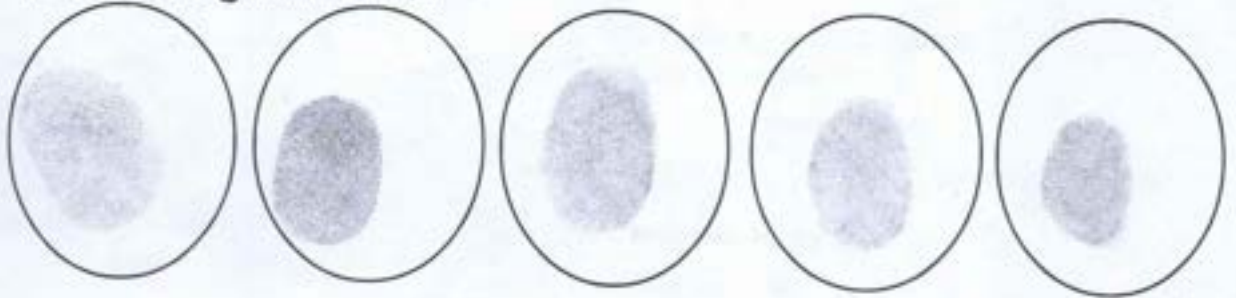
रजिस्ट्रेशन अधिनियम-1908 की धारा 32-ए के अनुपालन हेतु फिंगर्स प्रिन्ट्स

प्रथम पक्ष का नाम व पता:- HARIKIRTAN KAUR TWINKLE DUTT
D/O MAN SINGH, R/O KHATINA DISTT U.S. NAGAR, THROUGH
SETTLER AND PIONEER TRUSTEE- JANKI EDUCATIONAL TRUST

बायें हाथ की अंगुलियों के चिन्ह:-



दायें हाथ की अंगुलियों के चिन्ह:-

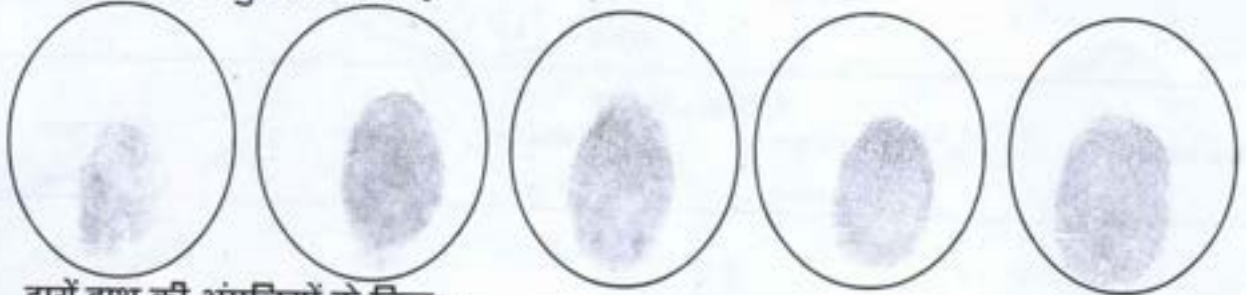


Twinkle Dutt

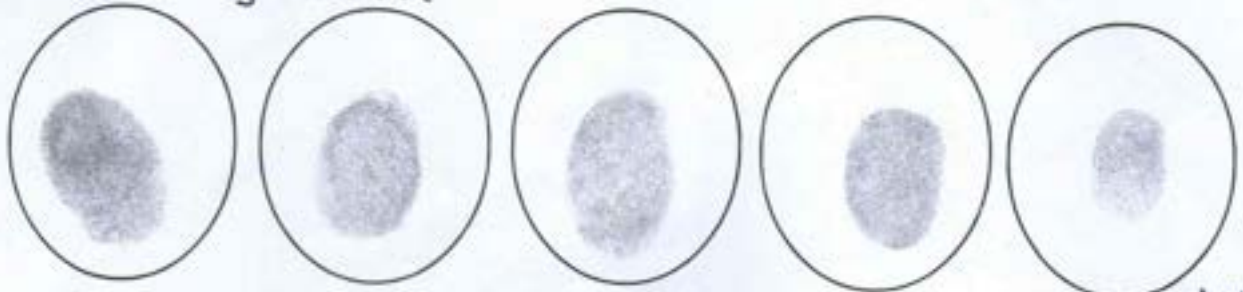
प्रथम पक्ष के हस्ताक्षर

द्वितीय पक्ष का नाम व पता:- NUPUR SINHA w/o RAVI SINHA
R/O LODHI ROAD NEW DELHI, THROUGH TRUSTEE - 'JANKI
EDUCATIONAL TRUST'

बायें हाथ की अंगुलियों के चिन्ह:-



दायें हाथ की अंगुलियों के चिन्ह:-



Nupur Sinha

द्वितीय पक्ष के हस्ताक्षर



उत्तर प्रदेश शासन

Online Public Data Entry Summary



DISTRICT NAME :उत्तर प्रदेश नगर SRO :विकारलख

UKPDE2019120500524

27-Feb-2019

1:11:08

Appointment Date: 27 Feb 2019

Appointment Time:12:30 p.m to 1:30 p.m

Appointment TokenNo:3

Deed/Article Type :Trust (Movable)

Sub-Deed/Sub-Article :Trust (Movable)

Village/Location For Index :

Village/Location/Road Selected for Circle RateList :

Khewat : Khatoni :

Khasra :

House/Flat No:

Area :0.00

Latitude Longitude 0.0000000000

Land Value :0.00 Construction Value :0.00

Transaction Value :0.00 Market Value :0.00

Advance :0.00 Lease Period :0.00 Avg. Rent :0.00

Stamp Duty :1,000.00 Regn Fees :200.00

Words :1,000 Page :38

क्र.सं	निर्माण का प्रकार	व्यवसायिक निर्माण का विवरण			
		रक			
क्र.सं	निर्माण क्षेत्र	निर्माण का प्रकार	निर्माण लाग	ह्रास वर्ष	रक
क्र.सं	पुनरावधि की विधि	निबंधक शुल्क का विवरण			
		घनराशि	संदर्भ क्रमांक		
1	Cash	200.00			
क्र.सं	पुनरावधि की विधि	घनराशि	संदर्भ क्रमांक	जारी दिनांक	स्टॉप रिजिस्ट्रार कार्यालय
1	Physical Stamp	1,000.00	B 514657	21-Feb-2019	05

		पक्षकारों का विवरण				
पक्षकार का प्रकार	पक्षकार का विवरण	हस्ताक्षर	व्यवसाय	पैन नं	मोबाइल नं	पहचान पत्र संख्या
विक्रेता / प्रथम पक्ष	कुमारी हृदयेश्वरी देवी दिवंगत वर पुत्री श्री मान सिंह निवासी खटीमा, जरिफे सेक्टर ब टुन्डी -आजकी एडुकेजल ट्रस्ट मिहाराज रोड पक्षपेड़ा मानकमला तहसील मानकमला जिला ऊधम सिंह नगर	<i>Manjiv Singh</i>	OTHERS		9834379311	ADHAAR : 946163905882
क्रेता / द्वितीय पक्ष	श्रीमती नूपुर सिन्हा पत्नी श्री रवि सिन्हा निवासी मोधी रोड नई दिल्ली, जरिफे टुन्डी -आजकी एडुकेजल ट्रस्ट मिहाराज रोड पक्षपेड़ा मानकमला तहसील मानकमला जिला ऊधम सिंह नगर	<i>Nupur Singh</i>	OTHERS		9560018943	ADHAAR : 306733561950
पचाह	श्री अनिल कुमार पुत्र श्री राम देव निवासी भूड महोबिया तहसील खटीमा जिला ऊधम सिंह नगर	<i>Anil Kumar</i>	OTHERS			ADHAAR : 577762186775
पचाह	श्री जयक सिंह पुत्र श्री अतर सिंह निवासी बांदा बाराबेड़ा तहसील खटीमा जिला ऊधम सिंह नगर	<i>Jayank Singh</i>	OTHERS			ADHAAR : 665377851588

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