June 17, 2025

To,

The Listing Compliance Department
BSE Limited
P. J. Towers,Dalal Street, Fort,
Mumbai – 400 001
Scrip Code – 522295

The Listing Compliance Department,
National Stock Exchange of India Limited,
Exchange Plaza, C-1, Block G,
Bandra-Kurla Complex, Bandra (E),
Mumbai – 400 051
Symbol - CONTROLPR

Sub: <u>Control Print Employee Trust – Trust Deed</u>

Dear Sir/ Madam,

We wish to inform you that the Company has formed an irrevocable Trust under the name and style of Control Print Employee Trust for the purpose of administration of Control Print Employees Stock Option Scheme 2025.

Further in terms of the provisions of Regulation 3(3) of the SEBI (Share Based Employee Benefits) Regulations, 2021, a copy of the duly executed Trust Deed dated June 13, 2025 is attached herewith.

Kindly take the above on your record.

Yours faithfully,
For **Control Print Limited**

Murli Manohar Thanvi
Digitally signed by Murli Manohar Thanvi
Date: 2025.06.17 18:55:59 +05'30'

Murli Manohar Thanvi
Company Secretary & Compliance Officer

Place: Mumbai

Enclosed- As stated

Control Print Limited, C-106, Hind Saurashtra Industrial Estate, Andheri-Kurla Road, Marol Naka, Andheri (East), Mumbai 400059, India
t. +91 22 28599065 / 66938900 | **f.** +91 2228528272 | **e.** ho@controlprint.com I **w.**www.controlprint.com
CIN. L22219MH1991PLC059800
MUMBAI (Regd.Office). AHMEDABAD. BENGALURU. CHANDIGARH. CHENNAI. COLOMBO. DELHI. GUWAHATI HYDERABAD. JAMSHEDPUR. KOLKATA. NALAGARH. PUNE.

323/8930 पावती Original/Duplicate
Friday,June 13 ,2025 नोंदणी क्र. :39म
5:13 PM Regn.:39M

पावती क्र.: 8870 दिनांक: 13/06/2025

गावाचे नाव: **मरोळ**

दस्तऐवजाचा अनुक्रमांक: **मबई9-8930-2025**

दस्तऐवजाचा प्रकार : **ट्रस्ट**

सादर करणाऱ्याचे नाव: **प्रज्ञा आर सोनावणे (ट्रस्टी)**

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1400.00
पृष्ठांची संख्या: 35	
एकूण:	रु. 1500.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
5:33 PM ह्या वेळेस मिळेल.

सह दु.नि.मुंबई 9

बाजार मुल्य: रु.0 /-
मोबदला रु.10000/-
भरलेले मुद्रांक शुल्क : रु. 500/-

सह. दुय्यम निबंधक, मुंबई क्र. ९
मुंबई

1) देयकाचा प्रकार: DHC रक्कम: रु.1400/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0625138515931 दिनांक: 13/06/2025
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003713237202526P दिनांक: 13/06/2025
बँकेचे नाव व पत्ता:

DELIVERED

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN :	0625138515931	**Payment Date :**	13/06/2025

Received from **DHC**, Mobile number **9967445160**, an amount of Rs.**1400/-**, towards Document Handling Charges for the **iSarita 1.9** on Document No. **MBI9-8930-2025** dated **13/06/2025** in the Joint District Registrar office **Mumbai 2** of the District **Mumbai Suburban**.

DEFACED
₹ 1400
DEFACED

Payment Details

Bank Name :	SBIN	**Receipt Date :**	13/06/2025
Bank CIN :	10029762025061315196	**REF No. :**	1434119256829
Deface No :	0625138515931D	**Deface Date. :**	13/06/2025

This is computer generated receipt, hence no signature is required.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI-9
MUMBAI

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CHALLAN
MTR Form Number-6

GRN MH003713237202526P	**BARCODE**	**Date** 13/06/2025-16:58:54	**Form ID** 25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty and Registration Fee together	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	MBI-10_JT SUB REGISTRAR MUMBAI 10	**Full Name**	PRADNYA R SONAWANE AND OTHER
Location	MUMBAI		
Year	2025-2026 One Time	**Flat/Block No.**	403, PRATIKSHA NAGAR

Account Head Details	**Amount In Rs.**		
		Premises/Building	
0030045501 Stamp Duty	500.00	**Road/Street**	SION
0030063301 Registration Fee	100.00	**Area/Locality**	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 2 2
		Remarks (If Any)	
		SecondPartyName=CONTROL PRINT LTD~	
₹600.00 DEFACED			
		Amount In	Six Hundred Rupees Only
Total	600.00	**Words**	

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**		
Cheque-DD Details		Bank CIN	Ref. No.	10000502025061307563 72050159829
Cheque/DD No.		Bank Date	RBI Date	13/06/2025-16:59:21 Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA
Name of Branch		Scroll No. , Date		Not Verified with Scroll

Department ID : Mobile No. : 9999999999

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

THE JOINT SUB-REGISTRAR, MUMBAI 10
सह दुय्यम निबंधक, मुंबई - १०

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Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-323-8930	0002161819202526	13/06/2025-17:13:46	IGR187	100.00
2	(iS)-323-8930	0002161819202526	13/06/2025-17:13:46	IGR187	500.00
			Total Defacement Amount		600.00

Print Date 13-06-2025 05:27:52

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI-9

CONTROLPRINT LIMITED MUMBAI 400 059.

TRUST DEED

THIS INDENTURE (this "TRUST DEED") is made at Mumbai on this <<13/06/2025>> between:

CONTROL PRINT LIMITED, a company incorporated under the Indian Companies Act, 2013 and having its Registered Office at C-106, Hind Saurashtra Ind Estate, Marol Naka, Andheri - Kurla Rd, Andheri (E), Mumbai, Maharashtra 400059 (hereinafter referred to as **"the Settlor"** or **"CPL"** or **"Control Print"**, which expression shall unless repugnant to the context or meaning thereof include its legal representatives and assigns) of the **First Part;**

AND

(i) Ms. Pradnya R Sonawane D/o Mr. Rakshit Dhondiram Sonawane, residing at 403, H-18, Pratiksha Nagar, Sion, Near Sunder Vihar Hotel, Mumbai 400022.

(ii) Ms. Unnati Surhud Marathe D/o Mr. Uday Ramchandra Phanse, residing at Vanashree, Plot No. 138, Abhinav Nagar Road No. 06, Borivali East Mumbai 400066.

(iii) Mr. Sandesh Sunil Rane S/o Mr. Sunil Sadashiv Rane, residing at Phanse Wade, District Sindhudurg, Maharashtra 416805.

[(i), (ii) and (iii) are hereinafter collectively referred as "the Trustees" (which expression shall, unless repugnant to the context, be deemed to mean and include their survivor or survivors, their successors and other trustees or trustee, whether original or substituted)] of the **Second Part.**

The Settlor and each of the Trustees are referred to individually as Party and collectively as Parties.

WHEREAS

A) The Settlor is a Public Limited Company whose Equity Shares are listed on the BSE Limited and the National Stock Exchange of India Limited;
B) The Settlor is desirous of giving Eligible Employees (as defined in SEBI (Share Based Employees Benefits and Sweat Equity) Regulations, 2021) an opportunity to participate in the growth or prosperity of the Settlor through issue / grant of options or other securities as per the Securities Contract (Regulation) Act, 1956 which would entitle such employees to apply for Shares through the Scheme (as defined herein below) or through any means;
C) In furtherance of the Settlor's aforesaid desire and for implementation of the Scheme, the Settlor is desirous of establishing a private and irrevocable trust, as authorised by its Board vide resolution dated January 18, 2025, under the provisions of the Indian Trusts Act, 1882 through this Deed, for implementing share-based compensation scheme or any other scheme for the employees (in India or outside India, Present and Future) of the Company, or its Group Companies including Subsidiaries and/or Associate companies, in India or outside India, Present and Future, and/or its Holding Company (if any in the Future), in accordance with the SEBI (Share Based Employees Benefits and Sweat Equity) Regulations, 2021, as amended or replaced from time to time ("SEBI SBEB Regulations");
D) Each of the Trustees, at the request of the Settlor, have severally consented to act as the Trustees of the Trust on and from the Effective Date, in accordance with the terms and conditions contained in this Deed;
E) The Trustees severally (and not jointly) confirm that each of them is eligible for appointment as a trustee under these presents and that there is no prohibition or restriction, whether under the law, contract or otherwise, affecting any restriction or limitation on the Trustees appointment as a trustee under these presents. Specifically, (and without prejudice to the generosity of the above), each of the Trustees confirm that they are not ineligible to be appointed or act as a trustee under the provisions of SEBI SBEB Regulations as on date hereof.
F) The Trust is being set up for the purposes set forth below.
G) The Trust shall be empowered to acquire Equity Shares of the Company by subscribing to the shares freshly issued by the Company/ by acquiring the Equity Shares from the secondary market or from any other shareholder of the Settlor or receive shares by way of gift or any other modes as permissible subject to compliance with the SEBI SBEB Regulations and Applicable Laws and do various acts and deeds to give effect to

the Scheme(s) and carry out all related and connected acts and such acts as specified in this Deed.

H) The Settlor confirms that it will obtain approval of its shareholders as may be required in relation to the Scheme, and provide a certified true copy of the same to the Trustees.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. Definitions and interpretation

a) The expression "**Settlor**" shall have the meaning ascribed to it in the clause describing the Parties to these presents above.

b) The expression "**Trustees** "shall have the meaning ascribed to it in the clause describing the Parties to these presents above, which shall also include a Corporate Trustee of this Trust from time to time.

c) The expression "**Corporate Trustee**" shall have the meaning assigned to it in Clause 18 below.

d) The expression "**Eligible Employee**" shall have the meaning ascribed to it in the Scheme, and the expression "**Beneficiaries**" shall mean an Eligible Employee and any other persons on behalf of the Eligible Employee who is so eligible under the Scheme or the award agreement, and approved by the Administrator (as defined in the Scheme).

The Trustees shall not have any liberty or discretion in making determination as to who are the beneficiaries.

e) The expression "**Nomination and Remuneration Committee (NRC)**" means the NRC (and any successor committees) constituted by the Board of Directors of the Settlor from time to time, and authorized by the Settlor to take all decisions in respect of the Scheme, which shall also perform the role of the 'Compensation Committee' under the SEBI SBEB Regulations.

f) The expression "**Scheme**" shall mean and include Control Print Employee Stock Option Scheme 2025 as may be modified from time to time in accordance with applicable law or any other Share Based Employee Benefit Schemes/Plans as may be implemented by the Settlor from time to time.

g) The expression "**Trust**" shall mean this "Control Print Employee Trust" constituted by the Settlor pursuant to these presents.

h) The expression "**Trust Fund**" means and includes the Initial Trust Fund and any other property, assets and investments of any kind whatever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Trustees or come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents including all donations, gifts, bequests and legacies either in cash or other properties, howsoever which may be received by the Trustees from time to time for the purpose of these presents and all accretions thereto and income including dividends, interest and capital gains arising therefrom or related thereto settled upon the Trust and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.

For sake of clarity, in these presents, the Trust (represented by the Trustees) shall perform the functions of the Administrator under the Scheme only for matters relating to secondary acquisition of the Shares pursuant to the Scheme, their holding, subsequent transfer to the Participants (as defined in the Scheme) / sale and related administrative matters.

Interpretation:

a) Words importing the singular include the plural and vice versa;
b) Words denoting the masculine gender shall include the feminine gender and neuter gender;
c) All references to statutes shall include any modification, re-enactment or extension thereof for the time being in force;

d) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

e) Any reference to the provisions of any statute shall be deemed to include reference to the same as in force (including any amendment or re-enactment) at the time the matter relating thereto occurs.

2. Declaration of Trust

In consideration of these premises and in order to effectuate the aforesaid desire of the Settlor, the Settlor hereby declares that it has pursuant to the unanimous resolution of its Board of Directors passed at their meeting held on January 18, 2025, constituted a Trust and has agreed to gift, donate and contribute towards the corpus of the Trust a sum of Rs. 10,000/- (Rupees Ten Thousand Only) TO HAVE, HOLD, RECEIVE AND TAKE the same unto the Trustees forever, upon the trusts and with and subject to the powers, provisions, agreements and declarations hereinafter appearing and contained of and concerning the same.

3. Settlement of Trust

a) For effectuating the said desire and in consideration of this Deed, the Settlor hereby declares that it has pursuant to the resolution passed at meeting of its Board of Director held on January 18, 2025 to constitute a Trust. In accordance of aforesaid authority of the Board of Directors and authorised representative of Settler have constituted trust and prior to the execution of these presents handed over to the Trustee(s) the Trust property including the Initial Corpus and all the estate, right, title, interest, property, claim and demand whatsoever at law and in equity for object and purpose

b) The Trustee hereby acknowledges the receipt of the initial Corpus and confirm that it shall be applied and governed by the terms and conditions of this Deed and the Scheme.

c) The Trustee(s) shall henceforth hold and stand possessed of the Trust Property upon trust and subject to the power, provisions, agreements and declarations hereinafter declared, and contained concerning the same.

4. Details of Trust

The Trust shall be named as **"Control Print Employee Trust"**. The principal office of the said Trust shall be at **C-106, Hind Saurashtra Ind Estate, Marol Naka, Andheri - Kurla Rd, Andheri(E), Mumbai, Maharashtra 400059**, or at such other place in India as the Trustee may from time to time decide. The Trust shall be a private and irrevocable trust and no part of the income or assets of the Trust Fund shall revert to or be recoverable by the Settlor.

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5. Objective of Trust

The Trust is being established towards the following objectives in accordance with the applicable law:

a) to administer the Scheme in the manner as set forth therein (its key role being to acquire Shares by subscribing to fresh issue of shares by the Company/ by way of acquisition of shares from the secondary market or through other modes as permissible under the SEBI SBEB Regulation and Applicable Laws and related administrative matters including purchase/hold/transfer/sale of Shares in accordance with the terms of the Scheme, directions of the NRC or such person(s) authorised by such Committee in terms of the Scheme and applicable law);

CONTROL PRINT LIMITED MUMBAI 400 059.

b) to administer any other schemes/plans (in present or future) involving share-based compensation whether primary or secondary acquisition of shares, warrants or other securities as defined under relevant scheme / plan / under the SEBI SBEB Regulations or any other modes as permissible under the SEBI SBEB Regulations and Applicable Laws as per the terms and conditions provided by the Settlor and/or the NRC for the welfare of the Beneficiaries from time to time;

c) to hold the shares acquired by the Trustees until the time they have not been transferred in favour of the Beneficiaries for the benefit of the Beneficiaries.

Provided that it is not incumbent upon the Trustee to transfer to the Beneficiaries any Shares acquired by the Trust/Trustees immediately upon acquisition thereof and the Trust/Trustees may buy and hold the Shares pending the transfer of the same in future so long as the same is in accordance with the schemes/plans framed or to be framed or hold the same for transfer to the future Beneficiaries. Under the SEBI SBEB Regulations, the Trust is required to hold the shares acquired through secondary acquisition for a minimum period of six months except when they are required to be transferred pursuant to an open offer, buy-back, delisting or any other exit offered by the Settlor to its shareholder.

d) to hold, utilize, apply, distribute the Trust Fund, Assets and monies that are transferred or may be transferred to the Trust for the purpose of Implementing the Scheme, for the welfare of all the Beneficiaries or any one or more of them to the exclusion of the other or others in such share, in such manner including income received at any particular time and apply the same at a later time and in all respects and subject to such conditions, restrictions and covenants, if any, as may be fixed by the Settlor or NRC or such person (s) authorised by the NRC from time to time, and meeting the costs for administration of the Trust or any other allied activities for the fulfilment of the aforesaid objectives.

e) For the purpose of disclosures to the recognised stock exchange, the shareholding of the trust shall be shown as "non-promoter and non-public" shareholding

f) f) To borrow monies, on such terms and conditions as the Trustee may deem fit, for subscribing to or purchasing the Equity Shares of the Company for the purposes of this Trust.

g) To repay the loans and other forms of financial assistance provided by the Settlor from the funds available from Exercise of Options by employees or any other income of the Trust.

The Trust acting through its Trustees (in accordance with terms hereof) will function in the manner set forth under the Scheme, under this Trust Deed and otherwise as may be directed by the NRC. Additionally, the Trust shall carry out such other acts, deeds and objectives as may be set forth in this Trust Deed. The powers, duties, responsibilities and liabilities of the Trustees as set forth herein shall be subject to, in all instances, compliance with the objective of the Trust as set forth in this Clause.

6. Number of Trustees

The number of Trustees including the Author of the Trustees shall not be less than Three (3) and not more than Seven (7) persons. The Board of Trustees shall nominate and invite person/persons to be the other trustees for such period, as they may deem fit and proper.

7. President

There shall be a president for the administration of this trust, nominated by the board of Trustees, who shall be one amongst trustees as specified in paragraph (6) above for such period, in such manner as may be specified in this behalf.

8. Managing Trustee

a) The day-today administration of the Trust shall be looked after by the Managing Trustee under the guidance, control and supervision of the Board of Trustees.
b) The Board of Trustees shall nominate one amongst the trustees as specified in paragraph (6) above to be the Managing Trustee, who shall hold office for such period, as may be decided by the Board of Trustees.
c) The Managing Trustee shall perform all functions, discharge such duties as or specifically entrusted to him/her in writing by the Board of Trustees.

9. Vacancies

In the event of a vacancy arising in the office of Trustees due to death, resignation, incapacity, or any other reason:

a) The person(s) empowered by this deed shall appoint a new trustee in writing.
b) If no such person is available or willing, the author of the Trust shall appoint
c) Failing the above, the surviving or continuing Trustees, or legal representative of the last surviving Trustee, shall appoint
d) If the vacancy cannot be filled by the above methods, any beneficiary may apply to the principal civil court of original jurisdiction for the appointment of a new Trustee, in accordance with sections 73 and 74 of the Indian Trusts Act, 1882
e) Any nomination or appointment shall be made in accordance with the relevant regulations.

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10. Trust Fund and its Application

a) The Settlor by way of interest free loans may fund the Trust or the Settlor, in accordance with Applicable Laws, may determine any other form of financial assistance as.
b) If any person shall lend, pay, transfer to the Trustee any sum of money or contribution with the intent that the same shall be held upon the Trust declared by these presents and such sum of money or contribution shall be consolidated with and form one fund with the Trust in all respects as if the same had been originally comprised in the Trust.
c) The Trustee shall hold, pay, apply and deal with the Trust Fund in all respects for the purposes of the Scheme and as therein directed and generally to carry out the provisions of the Scheme.
d) The Trustee shall permit the Trust Fund to remain in cash or deposit the same or any part thereof with any commercial scheduled bank in India or invest in one or more of the ways consistent with the Indian Trusts Act, 1882, or may acquire therefrom or from borrowings, Shares of the Settlor through secondary acquisition and other sources as permitted under the Scheme and Applicable Laws
e) Secondary acquisition in a financial year by the trust shall not exceed two percent of the paid up equity capital of the company as at the end of the previous financial year

CONTROLPRINT LIMITED MUMBAI 400 059.

f) Total number of shares under secondary acquisition held by the trust shall at no point exceed five percent of the paid up equity capital of the company as at the end of the financial year prior to the year in which the shareholders' approval is obtained for secondary acquisition

g) The unappropriated inventory of shares which are not backed by grants, acquired through secondary acquisition by the trust shall be appropriated within a reasonable period which shall not extend beyond the end of the subsequent financial year, or the second subsequent financial year subject to approval of the nomination and remuneration committee for such extension to the second subsequent financial year

h) Trust shall be required to hold the shares acquired through secondary acquisition for a minimum period of six months except when they are required to be transferred

i) The Trustee(s) shall ensure that the Trust shall not enter into any derivatives contract or purchase or sell or deal in any derivatives product either directly or through any broker or any agent in any part of the world.

j) The trust shall be permitted to undertake off-market transfer of shares only under the following circumstances:

   i. Transfer to the employees pursuant to scheme(s);

   ii. While participating in an open offer under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 or while participating in a buy-back, delisting or any other exit offered by the company generally to its shareholders.

k) Trust shall not become a mechanism for trading in shares and hence shall not sell the shares in secondary market except under the conditions mentioned in clause 3 of the SEBI SBEB Regulations.

l) Without detracting in any way from the generality of the foregoing, the Trust Fund will be applied for the purpose of distribution at the end of the Trust Period amongst the Beneficiaries or anyone or more of them to the exclusion of the other or others in such proportion and in such manner in all respects as the Trustee may deem fit subject to the instruction of the Settlor.

m) Trust shall be required to make disclosures and comply with the other requirements applicable to insiders and promoters under the SEBI (Prohibition of Insider Trading) Regulations, 2015, or any modifications or re-enactment thereto.

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI

11. Trust Property

a) The Trustee shall henceforth hold and stand possessed of the Trust Property (which expression shall, unless repugnant to the subject or context, also include any other sum of money, property and investments of any kind whatever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Trustee(s) or come to their hands by virtue of this presents or by operation of law or otherwise howsoever in relation to these presents including all donations, gifts, bequests and legacies either in cash or other properties movable or immovable or otherwise, howsoever which may be received by the Trustee(s) from time to time for the purpose of this presents) and all accelerations thereto and income including capital gains and dividend arising therefrom or related thereto settled upon the Trust and subject to the powers, provisions, agreements and declarations hereinafter declared and contained concerning the same.

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b) The Trustee shall hold the Trust Property for the exclusive purpose of the Scheme. To the extent, any such property in excess of requirement of the Scheme, may be applied for the benefit of all the Beneficiaries or any one or more of them to the exclusion of the other or others in such share and in such manner and in all respects as instructed by the Settlor.

CONTROLPRINT LIMITED MUMBAI 400 059.

12.Details of the Share Based Employee Benefit Scheme

The salient features of the Scheme as referred to in this Deed are:

a) The Scheme permits the Trust to acquire Shares of the Settlor in accordance with the directions given by the Settlor, utilizing the Initial Corpus, loan provided, if any, by the Settlor and other Trust Funds held or acquired by the Trust from time to time for the purpose of administering the Scheme;

b) The Scheme provides for grant of Options by the Settlor, from time to time, in one or more tranches, to the Beneficiaries, as may be approved by the Committee. The Beneficiaries shall get a right to exercise the Options upon vesting thereof, on payment of exercise price together with the applicable taxes and apply to the Trust for Shares of the Settlor, in terms of the Scheme;

c) On realization of the exercise price and recovery of applicable taxes, the Trust shall transfer Shares held by it to the Beneficiary in terms of the Scheme;

d) The Committee shall supervise the Scheme, whereas the Trust shall undertake the general administration of the Scheme; and

e) The procedure prescribed by the Nomination and Remuneration Committee, may inter alia require the Beneficiaries to authorize any person nominated by the Settlor including the Trust to deal in the Shares arising out of exercise on behalf of the Beneficiaries till the realization of sales proceeds of Shares.

13. Embargo on sale of Shares

In the event the Trust/ Trustee is possessed of fully paid up Shares of the Settlor, it is not permitted to sell, transfer or otherwise dispose of the same, except in compliance with a direction or permission of the Settlor, as per terms of the Scheme, and in due Compliance with the prevailing SEBI SBEB Regulations,

Subject to the provisions of Schemes/Plans (present or future), SEBI SBEB Regulations, applicable law, the Trustees undertake to act in the interest of the Beneficiaries of the Trust. The Trustees will not act in any manner that would be detrimental to the interests of the Beneficiaries.

Without detracting in any way from the generality of the foregoing purposes for the benefit of which the Trust Fund may be applied, the purposes of the Trust (and for which the Trust Fund may be applied) shall include dealing in (which includes allotment, acquisition, holding, disposition and appropriation) Shares or any security for the purpose of implementing the Schemes/Plans (present or future), including but not limited by way of primary or secondary acquisition of Shares on the platform of a recognized stock exchange.
In the event of any Beneficiary ceasing to be an Eligible Employee, he or she shall ipso facto cease to be a Beneficiary under these presents unless otherwise decided by the NRC at its sole discretion and communicated to the Trustees.

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14.Financial Assistance

The Settlor hereby empowers the Trustees to, at any time, invite and receive or without such invitation, receive any voluntary contributions or financial assistance or grant or, contributions be of money, shares and securities, debentures, bonds, stocks, and / or other property, moveable and/ or immovable, loans/advances/deposits, whether refundable or not, from the Settlor and other persons for all or any of the objects and purposes mentioned above and for the purposes set forth above. Any such financial assistance or grant or, contributions be of money, shares and securities, debentures, bonds, stocks, and / or other property, moveable and/ or immovable, loans/advances/deposits may be accepted either with or without any special conditions as may be agreed upon between the donor and/or lender and the Trustees, provided that such conditions are not inconsistent with the intents and purposes of these presents. All such contributions shall be treated as forming part of the Trust Fund being the subject matter of these presents and be applied accordingly, and the

Settlor does direct that it shall always be for the Trustees with consultation of and subject to such conditions, restrictions and covenants, if any, as may be fixed by the NRC or such person (s) authorised by the NRC from time to time to decide whether it should invite or accept any such financial assistance or grant or, contributions be of money, shares and securities, debentures, bonds, stocks, and / or other property, moveable and/ or immovable, loans/advances /deposits as aforesaid and it may refuse, subject to prior consultation with NRC, any financial assistance or grant or, contributions be of money, shares and securities, debentures, bonds, stocks, and / or other property, moveable and/ or immovable, loans/advances/deposits without giving any reason for such refusal.

15. Validity of the Trust

Subject to applicable law, the Trust will be valid for the validity period of the Scheme or any other schemes/plans (present or future) that may be administered by the Trust from time to time, and for any period after the validity period of the Scheme as may be required for any administrative reasons (related to the Scheme or its implementation, disposal/realization of the assets and meeting liabilities of the Trust and until its eventual winding up). Provided that the Trustees may at any time, with the written approval of the Settlor, and irrespective of whether any of the objects set out herein are fulfilled or not, decide to dissolve the Trust by a resolution in writing, and in such a case the Trust shall stand dissolved in accordance with such decision of the Trustees.

Provided also that the Trustees shall be and is hereby empowered on such dissolution to make any arrangement for the matters relating to or arising from the Trust, except in respect of such properties or monies as then be held by the Trustees upon trust for the benefit of any Beneficiaries, and such properties and money shall be utilised by the trustees to repay the loans outstanding to the settlor or any other or such Beneficiaries for whose benefit the money was held or transfer the same to the Settlor or provide for the distribution of the Trust Fund to any one or more or all of the Beneficiaries in equal or any other proportion as per the directions of the Board of Settlor or its NRC or such person(s) authorised by such Committee in terms of the Scheme and applicable law.

The said Trust shall be and remain a private and irrevocable throughout its validity period referred, and the Settlor does hereby also release, relinquish, disclaim, surrender, and determine all its rights, title, interest or powers in this regard. The said Trust shall be extinguished if the fulfilment of Its purpose becomes impossible due to any reason.

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16. Certain matters relating to change of Trustees

a) The continuance of each of the Trustees in such capacity shall be at the discretion of the Board of Directors of the Settlor or its NRC or person(s) authorized by such Committee and their appointment as trustees shall forthwith be cancelled and their office vacated on receipt of written intimation from the Settlor to this effect thereof by the respective trustees. The-Settlor or its NRC or person(s) authorized by such Committee reserves the right at its sole discretion to remove any of the Trustee(s) without assigning any reason whatsoever after giving written notice, which may be with immediate effect or may be effective from the date specified therein, which shall not extend beyond 90 days of the date of the notice and to appoint another Trustee in his place. In the event the Trustee(s) ceases to hold the office of Trustee (otherwise than through resignation or removal) or becomes ineligible to hold the office of Trustee, the same shall be considered a deemed removal with immediate effect by the Settlor for purposes of this Clause.

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b) Any person can be appointed as a trustee of the trust, except in cases where such person:

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i. Is a director, key managerial personnel or promoter of the company or its group company including its holding, subsidiary or associate company or any other relative of such director, key managerial personnel or promoter; or
ii. Beneficially holds ten percent or more of the paid up share capital or the voting rights of the company.

c) The Board of Directors of the Settler or its NRC or person(s) authorized by such Committee shall be entitled to constitute or reconstitute a new Board of Trustees by removing any or all the Trustees and making fresh appointment of Trustees or otherwise appointing new or additional Trustees.

d) The Board of Directors of the Settlor or its NRC or person(s) authorized by such Committee shall have the power to appoint such additional trustee(s) as it may deem fit from time to time. To the extent of such appointment, this Trust Deed shall be modified in accordance with terms hereof, with the exception that consent of the Trustees shall not be required for such modification.

e) The Trustees shall hold the office of trustee until the dissolution of the Trust or the discharge of the Trustee either through removal or resignation or if they otherwise cease to or become ineligible to hold the office of Trustee, whichever is earlier.

f) In the event the Trustee(s) desires to resign, it may submit its resignation by giving 90 (ninety) days' notice ("Notice Period ") to the Settlor. The Acceptance of the resignation by the Settlor shall not be a condition for coming into operation of the resignation. A Trustee shall not be required to give any reason or explanation for his/ her resignat1on nor shall he/ she be obliged to await appointment of another Trustee in his/ her place instead. Provided that in the event the resignation of a Trustee would result in the number of Trustees in the Trust going below the number specified under the applicable law / SEBI SBEB Regulations prevailing at the time being in force, then the Settlor shall be entitled to require the Trustee to hold office until the appointment of a new Trustee. In such circumstances, the Settlor shall strive to ensure that it shall appoint new Trustee as soon as possible. The Settler shall, appoint new trustee in its place (if required) by execution of a deed of appointment/a supplementary deed/ an amendment deed ("Successor Trustee"). The Trustee, on appointment of Successor Trustee, stand immediately discharged from all responsibilities with respect to the Trust Fund and the Trust shall vest with the Successor. The Trustee, which is so appointed, except in case of negligence, fraud or criminal breach of trust committed by the Trustee, the resigning Trustee shall be fully indemnified in all respects from out of the Trust Funds.

g) The Trustee shall immediately inform the Settlor in writing in case it is admitted to (or is likely to or may be admitted into) insolvency or bankruptcy proceedings, and provide all information required by the Settlor in relation to such proceedings as may be requested by the Settlor. In such case, the Settlor shall take all such steps as may be necessary in relation to the Trust Fund and this Trust. Notwithstanding anything to the contrary contained herein, the Trustee shall be deemed to have been removed with immediate effect by the Settlor as the Trustee, if any decree or order admitting it into insolvency or winding up proceedings is passed against it, unless otherwise stated in writing by the Settlor.

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h) Without prejudice to the powers to effect removal of the Trustees, any Trustee shall be liable to be removed by The Board of Directors of the Settler or its NRC or person(s) authorized by such Committee by giving a notice in writing to such Trustee and to the Trust, on the happening of all or any of the event, viz.:
i. If a court having jurisdiction shall execute a decree or order for relief in respect of any Trustee under any applicable law, or

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ii. if any Trustee Shall commence a case under any applicable insolvency law or shall consent to the entry on an order for relief under any such law, or
iii. if any Trustee has, in the opinion of the Settler, become incapable or unfit to act as a trustee, or
iv. if any Trustee is, in the opinion of the Settler, guilty of any conduct likely to have an adverse effect on the Trust, or
v. if any Trustee is involved in an offence involving fraud, criminal breach of trust or moral turpitude.

i) If the office of any of the Trustees is vacated either by death, insanity, insolvency/bankruptcy, resignation, removal, winding up, refusal or neglect to act as a trustee or on them becoming incapable or unfit to act in trust of these presents or as a result of written intimation to this effect from the Settlor, the resulting vacancy shall be filled by any person(s) nominated by the Settlor or its NRC or person(s) authorized by such Committee. Further, in addition to (and not in derogation of} what 1s stated herein, any appointment of a trustee shall be made only once the person proposed to be appointed as a trustee is nominated by the Settlor or its NRC or person(s) authorized by such Committee.

j) If the office of any of the Trustees is vacated as contemplated in this Clause, the concerned trustee shall, until such time as the vacancy is filled, if so permitted in writing by the Settlor or its NRC or person(s) authorized by such Committee, be entitled to exercise all the powers whether discretionary or otherwise vested in the concerned trustee and the execution of the Trust declared herein.

k) If the Settlor or any other company/entity into which the said Settler is amalgamated or merged, then all the rights and liabilities of the Settlor as enshrined under this Trust Deed shall be assumed by the amalgamated entity/surviving entity. In the event the Settlor ceases to exist on account of winding up or dissolution or otherwise, then the Trust shall be forthwith wound up and the Trust Fund shall be dealt with in the manner provided in this Trust Deed.

l) Upon any appointment of a new trustee as aforesaid, the Trust Fund shall if and so far as may be necessary or be required, be transferred so that the same may be vested in the Trustees for the time being, and every such new trustee may, whether the Trust Fund shall have been vested in it/him/her or not, act or assist in the execution of the trusts and powers of these presents and shall have the same powers, authorities and discretions as if he had been originally appointed a trustee of these presents.

m) Without prejudice to any other provisions of law, a trustee of the said Trust shall stand discharged from its/his/her office of trustee on tendering its/his/her resignation of its/his/her office in writing to the Settlor on the happening of any the events mentioned in this deed.

n) The Trust shall maintain a register of trustees and at the time of appointment of every trustee, the register of trustees shall be updated with the full name, address and details of constitution of such trustee and record the date on which a trustee is appointed as a trustee and also ceases to act as a trustee.

o) Any decision arrived at by the Trustees should be promptly communicated in a timely manner to the NRC and the Settlor except where the decision is subject to the approval of Settlor or its NRC or person(s) authorized by such Committee.

In the event of any deadlock between Trustees, the NRC shall have the final power to resolve the deadlock. The decision so arrived will be binding on all the Trustees.

17. Powers of Trustees

Subject to the duties mentioned above, the Trustee(s) shall have the following powers and discretions:

a) It shall have full power and discretion to agree with the Settlor on all matters relating to the operation and administration of the Trust and no person claiming or entitled to any interest under the Trust shall be entitled to question the legality and correctness of any arrangement or agreement made between the Settlor and the Trustee(s) in relation to such operation and administration;

b) To purchase and acquire the Shares of the Settlor in accordance with the directions given by the Settlor as per terms of the scheme;

c) The Trustee(s) may jointly with the authority of a resolution of the Trustees (in case of more than one Trustee) by deed appoint an attorney or attorneys for the purpose of executing for them or on their behalf any transfers of any such Shares for the purposes of the Scheme and may with such authority revoke such appointments and make new appointments;

d) by resolution authorise the manner in which cheques and other documents shall be signed and endorsed on Trust's behalf;

e) to appoint, suspend, or dismiss the salaried servants of the Trust;

f) to provide for benefits for the salaried servants of the Trust, if deemed necessary;

g) to hear and deal with complaints pertaining to the affairs of the Trust;

h) to hold the Trust Fund and administer the Trust Property and pay all costs, charges and expenses in any way incurred by the Trust, and to have custody of the records, documents, papers, etc. of the Trust, and to examine and check and maintain the accounts and other records of the Trust;

i) to borrow or obtain loans from any person without limitation, to the Settlor, scheduled commercial banks, financial institutions for the purposes of the Scheme and repay the same from time to time on the terms and conditions of the loan agreement;

j) from time to time appoint with or without remuneration (as may be determined) managers, secretaries, clerks and other employees as may be deemed expedient for carrying out the objects and purposes of the Trust;

k) to make, vary or rescind rules and orders, if any, for the administration of the objects of the Trust and the management, control and maintenance of all properties, moneys, documents and books of account pertaining to the Trust and for the conduct of the affairs of the Trust as per Applicable Law;

l) at any time and from time to time by power of attorney to appoint any person or persons to be the Attorney or Attorneys of the Trust for such purposes and with such powers, authorities and discretions and for such period and subject to such conditions as the Trustee(s) may from time to time think fit;

m) to enter into all such negotiations and contracts and rescind and vary all such contracts and execute all acts, deeds and things in the name and or on behalf of the Trust as the Trustee(s) may consider expedient for or in relation to any of the objects of the Trust;

n) to authorise any person or persons whether Trustee(s) or not to sign and execute all contracts, agreements, documents, instruments, deeds and papers whatsoever relating to the administration and affairs of the Trust or otherwise in which the Trust is interested;

o) to institute, conduct, defend, compromise or compound or abandon any legal proceedings or refer to arbitration, dispute, differences, claim, demands or things by or against the Trust or its officers or otherwise concerning the affairs of the Trust and also. to compound and allow time for payment or satisfaction of any dues or of any demand by or against the Trust;

p) to refer any dispute, difference, claims or demand or things relating to any matter in connection with, by or against the Trust to arbitration and to do all other things proper for such purpose and observe and perform the award;

q) to make payments from the Trust Fund for carrying out the objects of the Trust;

r) to appoint sub-committee or sub-committees consisting of such members of their body as they deem fit for such purposes as may be considered necessary with or without powers to co-opt members;

s) to maintain books of account of the Trust as required under the Applicable Law including SEBI SBEB Regulations;

t) To ensure that the appropriate approval from the shareholders wherever required has been obtained by the Settlor in order to enable the Trust to implement the Scheme and undertake secondary acquisition for the purpose of the Scheme;

u) to do such other acts for the furtherance of the objects of the Trust and/ or Scheme to the extent allowed under Applicable Laws;

v) To wind up or dissolve the Trust in the manner as stated herein;

w) The Trustee(s) shall be entitled from time to time to open, operate and maintain one or more accounts with any scheduled commercial bank and to pay money into, hold and draw money from any such account from time to time as deemed fit and to appoint a person or persons to operate all such accounts;

x) The Trustee(s) shall be entitled from time to time to open, operate and maintain one or more dematerialized (de-mat) accounts and/or Trading accounts and subscribe, hold and deal in the Shares of the Settlor in the de-mat form in the name of the Trust or in the name of the Trustee(s) or such two or more of them at such Depository or depositories as the Trustee(s) from time to time decide;

y) Each of the Trustees may act as a communication channel between the Trust/Trustee and the Settlor, NRC, the Beneficiaries and other relevant third parties. All decisions taken by the Trustee with respect to the Trust shall be appropriately documented, and communicated in such manner as may be required by or under the Scheme or otherwise directed by the NRC;

z) The Trustees shall not be entitled to vote in respect of the Shares held by the Trust;

aa) In relation to the primary acquisition and / or secondary acquisition of Shares, warrants or other securities as defined under relevant scheme / plan / the SEBI SBEB Regulations that may be undertaken for the purpose of relevant scheme / plan / the SEBI SBEB Regulations, the Trustee shall ensure compliance with provisions of regulation as may be prescribed by SEBI and other applicable law this regard;

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bb) The Trustee shall ensure compliance with tax and other applicable law while purchasing/transferring/dealing in Shares, thereof to the extent it is applicable to the trust. In particular, the Trust through Its Trustee shall not deal in derivatives, and shall undertake only delivery based transactions for the purpose of secondary acquisition of the said Shares as permitted by the SEBI SBEB Regulations.

18. Termination of Trustee

Trustee shall cease to hold office:

a) if he dies,
b) if he resigns,
c) if he is adjudged insolvent or found guilty of an offence involving moral turpitude,
d) if he is found to have acted against the interest of the Trust,
e) if it is unanimously decided by the Trustees specified in paragraph (6) above that his continuation in the Office is against the interest of the Trust,
f) Upon expiry of the period up to which the Board of trustees have nominated the trustee.

19. Cessation and Removal of Trustee(s)

The Settlor may at any time without any other formality:

a) remove any person from the office of Trustee;
b) accept the resignation of a Trustee from such position; and
c) appoint new or additional Trustee.

A Trustee appointed for a specific period shall automatically vacate the office at the end of such period

20. Corporate Trustee

If and so far as any Trustee is a company or a body corporate (hereinafter referred to as the "Corporate Trustee"), the provisions of this deed shall mutatis mutandis apply to the Trustee as if the same were individuals. The terms of appointment of a Corporate Trustee may also include a provision for the designation of any director, officer, or executive of that Corporate Trustee, for the limited purposes of amending meetings of the Trustees and carrying out, executing, or performing such other functions as are required to be performed or discharged by the Trustees in terms hereof. The scope of the powers, obligations, duties, and authorities of such Corporate Trustee (being a company or a body corporate or director, officer, or executive designated in that behalf by the company or body corporate) may be specified, and if necessary, an arrangement in writing may be entered into by the Settlor on the one hand and the concerned Corporate Trustee (or director, officer, or executive designated in that behalf} on the other hand.

Notwithstanding anything to the contrary in this Deed, however, as per the prevailing applicable law/ SEBI Regulations at the time being in force, the Settlor shall have the right to appoint itself as the sole Corporate Trustee of the Trust at any point of time hereinafter by sending a written intimation to this effect to the address of the Trust and each of the then Trustees at their usual address or at the. last known address and in such an event, the office of the individual Trustees shall forthwith stand vacated (unless contrary is communicated in such letter) and the Settlor shall for all intents and purpose be the only Trustee of the Trust (as the case maybe).

21.Guidance by the Nomination & Remuneration Committee

a) The Trustees shall be guided by the directions of the NRC or such person(s) authorized by such NRC, in the purchase, holding, sale, transfer, or disposal of the Shares held by them and in the settlement of the proceeds realized upon the sale/transfer of the Shares, as the case may be.

Subject to the instructions of the NRC or such person(s) authorized by such NRC in the manner prescribed in the Scheme, the Trustees shall, in the manner as prescribed in the Scheme, have the power to (a) purchase the Shares from any shareholder of the Settlor, (b) transfer the Shares purchased to a Beneficiary upon exercise of the option vested in the Beneficiary, as per the provisions of the Scheme, and (c) execute all such documents as may be required for the aforesaid purchase and sale.

b) The Trustees shall comply with and carry out all such directions as may be given by the NRC or such person(s) authorized by such NRC from time to time in relation to any matter that the NRC or such person(s) authorized by such NRC has power under this Deed or under the Scheme to direct, determine, or decide. Every such direction or decision shall be notified to the Trustees in writing, signed by any member of the NRC or other person authori2ed on this behalf by such NRC.

22.Meetings of the Trustees

a) The Trustees may convene a meeting of the Trustees at any convenient place in India or such other place as they may deem fit and at convenient intervals hold meetings from time to time as occasion shall require, for the transaction of the business of the Trust.

b) Any one of the Trustees may convene a meeting of the Trustee for the transaction of any particular business and any business may be disposed of by a circular resolution instead of a meeting, unless majority of the Trustees think otherwise.

c) All decisions relating to the Trust shall be taken if majority of the Trustees agree to it.

d) At least 2 (two) clear days' notice shall be given to the other Trustee or Trustees as to the place, hour and day of the meeting and of the nature of the business to be transacted thereat or such shorter notice in case all the Trustee agrees for same.

e) The original minutes of the proceedings of every meeting shall be deposited at the office of the Trustees who shall provide for safe custody thereof

f) A written minute of a decision of all the Trustees reached without any meeting shall, if signed by all the Trustees, be as effective for all purposes as if such decision had been reached in a duly convened meeting of all the Trustees.

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23.Delegation of powers:

The Board of Directors of the Settlor or its NRC or such person(s) as may be authorized by such NRC may, in its discretion, entrust the general superintendence, direction, and management of the affairs of the Trust to any one or more Trustees.

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The Trustees may with prior approval by NRC or such person(s) as may be authorized by such NRC, by passing a resolution of Trustee, delegate any of their powers, duties, or functions to one or more of the Trustees or to any officer, agent, or employee of the Trust, as they deem appropriate.

Such delegation must be approved by a resolution passed at a duly convened meeting of the Trustees or by a written resolution signed by all the Trustees. The resolution shall specify the scope of the delegated powers, duties, or functions and the terms and conditions upon which the delegation is made. The delegation shall be formalized by a written instrument, such as a power of

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attorney or other written authorization, executed by the Trustees and addressed to the delegatee. The Trustees shall not be responsible for any loss incurred due to the delegatee's mistake, or error of judgment, provided that the delegation was made in good faith and with due diligence. The Trustees may revoke the delegation at any time by passing a resolution to that effect and providing written notice to the delegatee.

24. Books of Accounts

a) The Trustee shall keep or cause to be kept proper books of account, records and documents for the Scheme so as to explain its transactions and to disclose at any point of time the financial position of the Scheme and in particular give a true and fair view of the state of affairs of the Scheme and the accounts shall be audited at least annually by a chartered accountant or a firm of chartered accountants as auditors. The Trust shall additionally comply with all requirements under applicable law including any requirements of the SEBI Regulations and directions (if any) of the NRC on maintenance of such books and records.

b) The Trustees may (if need arise after mutual discussion with the NRC) arrange with the Settlor whereby the Settlor shall, on behalf of the Trustees, ensure the maintenance of minutes of their proceedings and decisions, and the proper upkeep of records and accounts of the Trust, including individual Beneficiary records, transfers, and other documents related to the Trust's objectives. The Settlor shall also undertake all administrative tasks associated therewith. The Settlor hereby undertakes with the Trustees to fully and accurately prepare and maintain the accounts, records, transfers, and documents as outlined in this clause. The Settlor shall provide the Trustees with full facilities and information to ensure compliance with the provisions of this Deed and the Scheme.

c) The Settlor shall bear all costs and expenses incurred by the Trustees in administering the Trust, and the Trustees shall endeavor to substantiate such expenses with proper proofs wherever possible.

d) Financial Year shall mean the period commencing on the 1st day of April of any year and ending on the 31st day of March of the succeeding year; provided that, in the case of the first financial year of the Company, if the Company was incorporated on or after the 1st day of January, the first financial year shall be the period ending on the 31st day of March of the following year, in accordance with the provisions of Section 2(41) of the Companies Act, 2013, or any statutory modification or re-enactment thereof for the time being in force.

25. Protection for actions in good faith

The Trustees are not entitled for any remuneration. However, the Trustees shall be entitled to pay or reimburse itself from the Trust Fund or recover from the Settlor, if the Trust Fund is insufficient, for performing their duties as a Trustees, in good faith and without negligence, strictly in accordance with the terms hereof, including but not limited to, incurred in the operation or execution of the Trust and for the realization, preservation or benefit of the investments and assets comprising of the Trust Fund and for the protection of the interests of the Beneficiaries, legal and statutory expenses, professional fees, etc.

26. Liability of Trustees

It is hereby expressly understood that the Trustees shall not be liable for:

a) any act, deed or thing done in their individual capacity as trustees in good faith and without negligence strictly in accordance with the terms hereof; or
b) for any act, deed or thing done by any of the co-trustee for the purposes of the Trust; or
c) for acting or relying upon written directions of the Settlor or NRC in accordance with terms hereof;
d) Obtaining legal or other expert advice in relation to matters concerning the Trust which is obtained reasonably and provided promptly to the Trustees and to the Settlor.

27.Compliance

Taking all necessary steps towards ensuring that all transactions involving the Trust are in compliance with the provisions of: (i) applicable law; and (ii) this Trust Deed; and are undertaken in good faith and without negligence. When required by the Settlor or any other third party having the authority to do so, the Trustees shall provide bank account statement(s), demat account statement(s), broking account statement(s) and requisite explanations on any transactions involving the Trust

28.Rights and Obligations of the Beneficiaries

The rights and obligations of the Beneficiaries shall include the following:

a. To receive equity shares of the Settlor upon exercise of the options granted in accordance with the terms of the Schemes and on such terms as determined by Board.
b. To receive cash upon exercise of the options which are Cash settled in accordance with the terms of the Schemes and on such terms as determined by Board.
c. None of the Beneficiaries shall have the right to receive any dividend, or to vote, or to enjoy any other benefits available to a shareholder of the Settlor in respect of any options granted to such Beneficiary, will shares of the Settlor are transferred upon exercise of Awards Issued to such Beneficiary.
d. Subject to Applicable Laws, the Trust shall not be liable for any debt of any Beneficiary, or be subject to any judgment rendered against any Beneficiary, or to the process of any court in aid of execution of any judgment so rendered.
e. Subject to applicable laws, the beneficial interest of any of the Beneficiaries in the Trust shall not be encumbered, sold, transferred, or subjected to any third party rights by the Beneficiaries, whether directly or indirectly, to any extent and in any manner whatsoever. In particular, the Beneficiaries shall not have the right to transfer, pledge, hypothecate, mortgage or otherwise alienate any Awards granted to them under Schemes.
f. In addition to the above, the Trustees shall have the power to prescribe any other rights and obligations of the Beneficiaries, in accordance with the Applicable Laws, SEBI Regulations and may also seek the recommendations of the Board in this regard.

29.Withholding of tax and other deductions

Before making any transfer of Shares or other distribution to any Beneficiary in respect of any of the Trust obligations conferred herein, the Board of Trustees may make such deductions under the Income Tax Act, 1961, or under any other law for taxes, charges, or assessments which the Trust or the Settlor may be liable far in relation to the transfer of shares to the Beneficiaries or other distribution whatsoever. Additionally, the Board of Trustees may deduct the amount of any stamp duties or any other governmental taxes or charges payable by it or for which it might be made liable in respect of or in relation to any transfer of Shares or other distribution to the Beneficiaries or any documents signed by it in connection therewith. The Board of Trustees shall not be liable to account to the Beneficiaries or otherwise for any payment made or suffered by the Trustees in good faith to any duly empowered revenue authority for taxes or other charges arising out of or relating to any transactions of whatsoever nature under this Deed, notwithstanding that any such payment ought not to be or need not have been made or suffered.

30. Notice

a) Form of Notice: Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Trust Deed teach, a "Notice" for the purposes of this clause) shall be in English, in writing and signed or otherwise authenticated by or on behalf of the person giving it.

b) Service of Notice: Every Notice shall be sent via electronic mail to the relevant email address (as set out below) and shall be deemed served upon delivery. Additionally, at the discretion of the sender of the Notice, it may also be sent by registered post with acknowledgement due or by hand delivery to the relevant address (as set out below) of each a* the Trustees and the Settlor, as the case' may De, and shall be deemed served upon delivery If delivered during a Business Day. or at the start of the next Business Day if delivered at any other time.

Explanation: For the purpose of this sub-clause, a Business Day means any day, not being a Saturday, Sunday or a public holiday in Mumbai, Maharashtra and "during a Business Day" means any time between 9.30 am and 5.30 pm on a Business day. References to "the start of a Business Day" and "the end of a Business Day" Shall be construed accordingly.

c) Address for Service: Notices shall be addressed as follows:

Notices to Settlor	Control Print Limited
Address	C-106, Hind Saurashtra Ind Estate, Marol Naka, Andheri - Kurla Rd, Andheri (E), Mumbai, Maharashtra 400059
Email ID:	companysecretary@controlprint.com
Attention:	Mr. Murli Manohar Thanvi

Notices to Settlor	Control Print Limited
Address	C-106, Hind Saurashtra Ind Estate, Marol Naka, Andheri - Kurla Rd, Andheri (E), Mumbai, Maharashtra 400059
Email ID:	
Attention:	

Notices to Settlor	Control Print Limited
Address	C-106, Hind Saurashtra Ind Estate, Marol Naka, Andheri - Kurla Rd, Andheri (E), Mumbai, Maharashtra 400059
Email ID:	
Attention:	

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d) Change of details: A Party may change its/his/her email ID(s) or address or attention details for Notice(s) sent to it/him/her hereunder after it/he/she gives the other Parties not less than 3 (three) days prior Notice in accordance with this Clause. Until the end of such notice period, the existing address/email ID(s)/attention details shall remain effective.

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31. Jurisdiction

Trust has been established under the provisions of the India Trust Act, 1882, and the courts in Mumbai shall have exclusive jurisdiction over matters or issues arising out of this Trust Deed.

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32. Invalidity

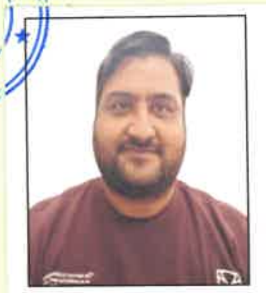
Not to affect other provisions: If any part of a clause or any clause or clauses of this Deed is found or declared to be invalid, illegal, unenforceable in any respect, ineffective, inoperative or void, it shall not affect nor shall it be deemed to affect the validity or enforceability of this Deed, or the other parts of such clause or other clauses, as the case may be, this Deed shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and this deed shall be carried out as nearly as possible according to its original terms and intent.

IN WITNESS WHEREOF the Settlor and Trustees hereto have executed this Deed the day and year first hereinabove written.

SIGNED AND DELIVERED for and on behalf of **Control Print Limited** being the Settlor.

CONTROL PRINT LIMITED MUMBAI 400 059.

Through it Authorised Signatory,
Mr. Murli Manohar Thanvi
(Settlor)



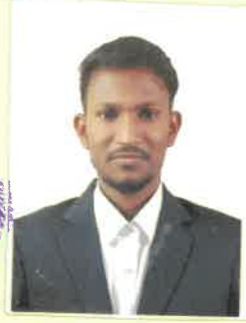
THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI - 9
MUMBAI

Pradnya R. Sonawane
(Trustees)

Unnati Surhud Marathe
(Trustees)

मालाड - ९
CE30 29 34
२०२५

Sandesh Sunil Rane
(Trustees)



Witness :-
1) Nitin Sarode
2) Manoj Pandya

CONTROL PRINT

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF CONTROL PRINT LIMITED AT THE MEETING HELD BY VIDEO CONFERENCING AT MUMBAI ON TUESDAY APRIL 08, 2025 COMMENCED AT 04:30 P.M AND CONCLUDED AT 7.30 P.M.

SUB: ADOPTION OF CONTROL PRINT EMPLOYEE STOCK OPTION SCHEME 2025 AND FORMATION OF AN IRREVOCABLE TRUST THROUGH TRUST ROUTE VIA SECONDARY ACQUISITION

"**RESOLVED THAT** pursuant to the special resolution passed by the members of the Company by way of postal ballot only by voting through electronic means ("Remote e-voting") held on March 02, 2025 the Control Print Employee Stock Option Scheme 2025, be and is hereby adopted by the Board for the purpose of grant of options exercisable into 7,99,710 (Seven Lakh Ninety Nine Thousand Seven Hundred and Ten) equity shares of the Company to the eligible Employees as defined under the SEBI (SBEB & SE) Regulations, 2021.

RESOLVED FURTHER THAT the Nomination and Remuneration Committee (NRC) shall undertake the function of administration and superintendence of Control Print ESOS 2025.

RESOLVED FURTHER THAT the role and the functions of the Nomination and Remuneration Committee shall include the following:

(i) To decide the quantum of Stock Options to be granted under Control Print ESOS 2025 per employee, director, associate, etc. and in aggregate;
(ii) To decide the eligibility criteria;
(iii) To decide the time when options are to be granted;
(iv) To decide the conditions under which the options vested in employee, director, associate, etc. may lapse in case of termination of employment for misconduct;
(v) To decide the exercise period within which the employee, director, associate, etc should exercise the option and that option would lapse on failure to exercise the option within the exercise period;
(vi) To decide the specified time period within which the employee, director, associate, etc shall exercise the vested options in the event of termination or resignation of an employee, director, associate, etc.;
(vii) To decide the right of an employee, director, associate, etc. to exercise all the options vested in him/her at one time or at various points of time within the exercise period;
(viii) To decide the procedure of making fair and reasonable adjustment to the number of options and to the exercise price in case of corporate actions such as rights issue, bonus issue, merger, sale of division and others.
(ix) To decide the grant, vest and exercise of the option in case of employee, associate, etc. who are on long leave;
(x) To obtain permissions from and making periodic reports to regulatory authorities, as may be required and ensuring compliance with all applicable laws;
(xi) To frame appropriate procedures and rules for granting, vesting and exercise of options and to amend, alter, modify or rescind such procedures and rules from time to time;
(xii) To approve forms, writings and/or agreements for use in pursuance of the scheme; and
(xiii) To do all such acts/deeds as the Nomination and Remuneration Committee may deem fit to ensure compliance of various Guidelines, Rules, Regulations and Applicable Laws in this regard.

मबई - १
CeBO 22 34

MUMBAI 400 059.

323/8930
शुक्रवार,13 जून 2025 5:14 म.नं.

दस्त गोषवारा भाग-1

मबई9
दस्त क्रमांक: 8930/2025

दस्त क्रमांक: मबई9 /8930/2025

बाजार मूल्य: रु. 00/-

मोबदला: रु. 10,000/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. मबई9 यांचे कार्यालयात
अ. क्रं. 8930 वर दि.13-06-2025
रोजी 5:11 म.नं. वा. हजर केला.

पावती:8870

पावती दिनांक: 13/06/2025

सादरकरणाराचे नाव: **प्रज्ञा आर सोनावणे (ट्रस्टी)**

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1400.00
पृष्टांची संख्या: 35	
एकुण:	1500.00

दस्त हजर करणाऱ्याची सही:

सह. दुय्यम निबंधक, मुंबई क्र. ९
मुंबई

सह. दुय्यम निबंधक, मुंबई क्र. ९
मुंबई

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI
सह दुय्यम निबंधक, मुंबई - ९ यांची मुद्रा
MUMBAI

दस्ताचा प्रकार: ट्रस्ट

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थलांगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 13 / 06 / 2025 05 : 11 : 54 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 13 / 06 / 2025 05 : 13 : 16 PM ची वेळ: (फी)

मबई - ९		
८९३०	३३	३५
२०२५		

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे

लिहून घेणारे

13/06/2025 5 29:09 PM

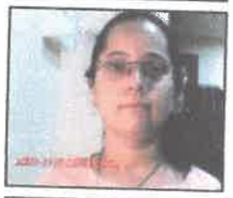
दस्त गोषवारा भाग-2

मबई9

दस्त क्रमांक:8930/2025

दस्त क्रमांक :मबई9/8930/2025

दस्ताचा प्रकार :-ट्रस्ट

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:प्रज्ञा आर सोनावणे (ट्रस्टी) पत्ता:प्लॉट नं: 403, माळा नं: 0, इमारतीचे नाव: एच-18, प्रतीक्षा नगर, सायन, सुंदर विहार हॉटेल जवळ , ब्लॉक नं: मुंबई , रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:CHGPS9298R	लिहून देणार वय :-36 स्वाक्षरी:-		
2	नाव:उन्नती सुहृद मराठे (ट्रस्टी) पत्ता:प्लॉट नं: 138, माळा नं: 0, इमारतीचे नाव: वनश्री, अभिनव नगर रोड नं.06, ब्लॉक नं: बोरीवली पूर्व , रोड नं: -, महाराष्ट्र, मुम्बई. पॅन नंबर:DIYPP3863F	लिहून देणार वय :-27 स्वाक्षरी:-		
3	नाव:संदेश सुनील राणे (ट्रस्टी) पत्ता:प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: फणसे वाडे, जिल्हा सिंधुदुर्ग, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, सिंधुदुर्ग. पॅन नंबर:BZEPR7823J	लिहून देणार वय :-30 स्वाक्षरी:-		
4	नाव:कंट्रोल प्रिंट लि चे ऑथो.सिग्रेटरी - मुरली मनोहर थानवी (सेटलर) पत्ता:प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: ऑफिस सी-106, हिंद सौराष्ट्र इंडस्ट्रीयल इस्टेट, ब्लॉक नं: मरोळ नाका, अंधेरी कुर्ला रोड , रोड नं: अंधेरी पूर्व , महाराष्ट्र, मुम्बई. पॅन नंबर:AAACC5378C	लिहून देणार क्र. 2 वय :-33 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत ट्रस्ट चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:13 / 06 / 2025 05 : 28 : 34 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	ठसा प्रमाणित
1	नाव:मनोज - पंड्या वय:50 पत्ता:एमएचबी कॉलनी गांधी नगर बांद्रा पूर्व मुंबई पिन कोड:400051	स्वाक्षरी		
2	नाव:नितीन - सरोदे वय:38 पत्ता:एमएचबी कॉलनी गांधी नगर बांद्रा पूर्व मुंबई पिन कोड:400051	स्वाक्षरी		

मबई - ९
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शिक्का क्र.4 ची वेळ:13 / 06 / 2025 05 : 28 : 42 PM

सह.दु.नि.मुंबई9

सह दुय्यम निबंधक, मुंबई क्र. ९
मुंबई

JOINT SUB-REGISTRAR, MUMBAI-9
सह दुय्यम निबंधक, मुंबई - ९
MUMBAI

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	PRADNYA R SONAWANE AND OTHER	eChallan	10000502025061307584	MH003713237202526P	500.00	SD	0002161819202526	13/06/2025
2		DHC		0625138515931	1400	RF	0625138515931D	13/06/2025
3	PRADNYA R SONAWANE AND OTHER	eChallan		MH003713237202526P	100	RF	0002161819202526	13/06/2025

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

8930 /2025

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

मबई - ९

८८३०	३५	३५

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI - 9
सह दुय्यम निबंधक, मुंबई - ९ यांची मुद्रा
MUMBAI

प्रमाणित करण्यात येते की, या
दस्तामध्ये एकूण ३५ पाने आहेत.
पुस्तक क्र.१/मबई-९/क्रमांक ८८३० /२०२५
वर नोंदला, दिनांक : २३ / ०६ /२०२५

सह. दुय्यम निबंधक, मुंबई क्र. ९
मुंबई

13/06/2025

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई 9
दस्त क्रमांक : 8930/2025
नोदंणी :
Regn:63m

गाव: मरोळ तालुका: अंधेरी जिल्हा: मुंबई उपनगर जिल्हा

(1)विलेखाचा प्रकार	ट्रस्ट
(2)मोबदला	10000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :, इतर माहिती: दस्तात नमूद केल्याप्रमाणे((C.T.S. Number : . ;))
(5) क्षेत्रफळ	1) 0 हेक्टर . आर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-प्रज्ञा आर सोनावणे (ट्रस्टी) वय:-36; पत्ता:-प्लॉट नं: 403, माळा नं: 0, इमारतीचे नाव: एच-18, प्रतीक्षा नगर, सायन, सुंदर विहार हॉटेल जवळ , ब्लॉक नं: मुंबई , रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400022 पॅन नं:-CHGPS9298R 2): नाव:-उन्नती सुह्द मराठे (ट्रस्टी) वय:-27; पत्ता:-प्लॉट नं: 138, माळा नं: 0, इमारतीचे नाव: वनश्री, अभिनव नगर रोड नं.06, ब्लॉक नं: बोरीवली पूर्व , रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400066 पॅन नं:-DIYPP3863F 3): नाव:-संदेश सुनील राणे (ट्रस्टी) वय:-30; पत्ता:-प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: फणसे वाडे, जिल्हा सिंधुदुर्ग, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, सिंधुदुर्ग. पिन कोड:-416805 पॅन नं:-BZEPR7823J 4): नाव:-कंट्रोल प्रिंट लि चे ऑथो.सिग्रेटरी - मुरली मनोहर थानवी (सेटलर) वय:-33; पत्ता:-प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: ऑफिस सी-106, हिंद सौराष्ट्र इंडस्ट्रीयल इस्टेट, ब्लॉक नं: मरोळ नाका, अंधेरी कुर्ला रोड , रोड नं: अंधेरी पूर्व , महाराष्ट्र, मुम्बई. पिन कोड:-400059 पॅन नं:-AAACC5378C
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करुन दिल्याचा दिनांक	13/06/2025
(10)दस्त नोंदणी केल्याचा दिनांक	13/06/2025
(11)अनुक्रमांक,खंड व पृष्ठ	8930/2025
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

THE JOINT SUB-REGISTRAR, MUMBAI

सह. दुय्यम निबंधक, मुंबई क्र. ९
मुंबई

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	PRADNYA R SONAWANE AND OTHER	eChallan	10000502025061307584	MH003713237202526P	500.00	SD	0002161819202526	13/06/2025
2		DHC		0625138515931	1400	RF	0625138515931D	13/06/2025
3	PRADNYA R SONAWANE AND OTHER	eChallan		MH003713237202526P	100	RF	0002161819202526	13/06/2025

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]