Date: 17th August, 2022

BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Fort, Mumbai- 400001

Scrip code: 511742

National Stock Exchange of India Limited
Exchange Plaza, 5th Floor, Plot No. C/1,
G Block, Bandra - Kurla Complex,
Bandra (E), Mumbai - 400 051

NSE Symbol: UGROCAP

Dear Sir/ Madam,

Subject: **Submission of Ugro Employee Benefit Trust Deed under Regulation 3(3) of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021**

Pursuant to Regulation 3(3) of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, the duly executed Ugro Employee Benefit Trust Deed is submitted herewith.

Kindly take the above on record.

Thanking You.

Your faithfully,
For UGRO Capital Limited

NAMRATA SAJNANI
Digitally signed by NAMRATA SAJNANI
Date: 2022.08.17 12:43:43 +05'30'

Namrata Sajnani
Company Secretary and Complaince Officer

Encl: a/a

प्रलेख न:8913

दिनांक:05-08-2022

डीड सबंधी विवरण

डीड का नाम	TRUST
तहसील/सब-तहसील	वजीराबाद
गांव/शहर	हुड्डा सेक्टर

धन सबंधी विवरण

राशि 0 रुपये

स्टाम्प ड्यूटी की राशि 100 रुपये

स्टाम्प नं : G0D2022H2171

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 50 रुपये

EChallan:93223846

पेस्टिंग शुल्क 3 रुपये

Drafted By: Self

Service Charge:200

यह प्रलेख आज दिनाक 05-08-2022 दिन शुक्रवार समय 2:22:00 PM बजे श्री/श्रीमती /कुमारी

Ugro Capital Ltdthru thru Rahul [redacted]

TRUST DEED
OF
UGRO EMPLOYEEBENEFIT TRUST

THIS DEED OF TRUST executed on

between

Ugro Capital Limited, a Company incorporated under the provisions of Companies Act, 1956 vide L67120MH1993PLC070739, having registered office at Equinox Business Park, Tower 3, Fourth Floor, Off BKC, LBS Road, Kurla Mumbai – 400070, (hereinafter referred to as the "Settlor"), representing through Mr. Balakrishna Sanil, being the Authorised Representative of the Company (which expression shall unless excluded by or repugnant to the subject or context deemed to mean and include his heirs, executors and assigns) of the **FIRST PART**;

AND

1. **Mr. Suraj Malik**, S/o Late Sh. Ved Vyas Malik, R/o B003, Heritage One, Sector 62, Gurugram-122001

AND

2. **Mr. Saurabh Sharma**, S/o Late Sh.Man Mohan Davesar, R/o 91-A, South Anarkali, Gurudwara Road, Krishna Nagar, New Delhi – 110051

hereinafter referred to as the "Trustees" (which expression shall unless excluded by or repugnant to the subject or context deemed to mean and include their respective successor or successors in office) of the **SECOND PART**;

WHEREAS:

A) The party hereto of the FIRST PART is possessing a sum of Rs. 1,000/- (Rupees One Thousand Only) as its property and is desirous of creating a Welfare Trust with the primary object of the Trust being to give benefits to the Beneficiaries in form of Equity based incentive scheme, including but not limited to Employee Stock Option Schemes ***"ESOS"***, Restricted Stock Units Schemes ***"RSUS"***, Employee Share Purchase Schemes ***"ESPS"***, Stock Appreciation Rights Schemes ***"SARS"***, General Employee Benefit Schemes ***"GEBS"*** or in such other form or manner as may be permitted under any law for the time being in force, and for this purpose.

B) The party hereto of the FIRST PART has constituted a Committee, known as Nomination & Remuneration Committee and designated as Compensation Committee, which shall inter–alia decide the eligibility criteria of an Employee to receive the benefits and the quantum of benefits to the Beneficiaries in the form of Equity based incentive scheme, including but not limited to ESOS,

Saurabh Sharma

For UGRO Capital Limited

Authorised Signatory

Reg. No.	Reg. Year	Book No.
8913	2022-2023	1

न्यासकर्ता

न्यासी

गवाह

उप/सयुंक्त पंजीयन अधिकारी

न्यासकर्ता :- thru thru Balakrishna SanilOTHER Ugro Capital Ltd

न्यासी :- Suraj Malik So Ved Vyas MalikSaurabh Sharma So Man Mohan Davesar

गवाह 1 :- Ghanshyam Das Shukla

गवाह 2 :- Amar

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8913 आज दिनांक 05-08-2022 को बही नं 1 जिल्द नं 112 के पृष्ठ नं 77.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 3551 के पृष्ठ संख्या 10 से 12 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक: 05-08-2022

उप/सयु

क्त पंजीयन अधिकारी(बजीराबाद)

RSUS, ESPS, SARS, GERS etc., and the terms and conditions under which the grant, vesting and

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 loans, donations, gifts and legacies either in cash or other properties movable or immovable or otherwise, howsoever which may be received by the Trustees from time to time for the purpose of these presents which are hereinafter collectively

iii. To take and receive any gift or money, goods or property (including all movables and immovables) for any one or more of the objects of the Trust.

iv. To hold on behalf of and for the benefit of each Beneficiary, such Shares or any accretions or earnings on such Shares, in accordance with the provisions of this Deed until the Shares have been transferred to the Beneficiaries upon exercise of the options under the respective Employee Benefit Scheme(s).

v. To transfer all or any of the Shares to the Beneficiaries as per the directions of the Committee and as stipulated in the Employee Benefit Scheme.

vi. To acquire and hold by way of lease, sub-lease, hire, gift any lands, buildings and such other movable or immovable asset as the Trustees may decide from time to time.

vii. To invest the funds of the Trust not immediately required in or upon any investments, instruments or properties as contemplated herein the Article 41 below in accordance with the provisions of law, subject to and in compliance with the provisions of the SEBI (SBEB & SE) Regulations.

viii. To make arrangement for financing Trust's activities and for said purpose to secure resources through loan, credits or otherwise from institutions, body corporates or persons, and for the said purpose to execute all such documents as may be required and to encumber, deal with or charge any properties or assets of the Trust.

ix. To obtain contributions from the Employees or any other persons, in general or for a specific purpose and to allocate funds towards the attainment of the said objectives.

x. To do all such other lawful things as may be necessary, incidental or conducive to the attainment of the above objects.

BENEFICIARIES

9. The Beneficiary(ies) who have been offered / granted any Shares / Stock Options / Units under any Employee Benefit Scheme framed by the Settlor, by whatever name, can exercise such Shares / Stock Options / Units in accordance with such terms and conditions as may be prescribed under said scheme and the procedure laid down by the Compensation Committee and subject to compliance with said scheme and laws applicable for the time being in force.

a. any claim, right or entitlement whatever to any part of the Trust Fund or the income thereof except as expressly provided in this Trust or as such claim, right or

contained in this Trust.

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 do direct that it shall always be for the Trustees in their absolute discretion to decide whether they should invite or accept any such donation / grant of loans / advance / deposit as aforesaid and they shall be at liberty to refuse any donation or loans / advance / deposit without giving any reason for such refusal.

TRUSTEES

12. The Trustees shall manage the affairs of the Trust.

13. There shall be a minimum of one Trustee (in case of corporate entity appointed as trustee) or two Trustees(in case individualsare appointed as trustee(s)) or such other higher number as the Compensation Committee of the Settlor may decide from time to time in compliance with the SEBI (SBEB & SE) Regulations. If the number of the Trustees fall below such higher number as decided by the Compensation Committee, the Compensation Committee shall do all necessary acts for the purposes of filling vacancy.

14. The Trustees shall take decision by consensus.

15. The continuance of the Trustee in his capacity as the Trustee shall be at the discretion of the Compensation Committee of the Settlor and his appointment as Trustee shall forthwith be cancelled and his office vacated on receipt of written intimation from the Compensation Committee to this effect thereof.

16. If the office of the Trustee is vacated either by death, insanity, insolvency, resignation, refusal or neglect to act as a Trustee or on his becoming incapable or unfit to act in Trust of these presents or as a result of written intimation to this effect from the Compensation Committee as per Article 15, the resulting vacancy shall be filled by person/s nominated by the Compensation Committee.

17. In case of dissolution of the Settlor, the Trustees in consultation with the Compensation Committee, can decide upon the treatment of Trust Fund in accordance with the Trust Deed and applicable laws at the relevant time.

18. On a new Trustee being appointed the Trust property shall vest in him along-with the other Trustees for the time being and he will be entitled to carry out all the duties and functions of Trust as a Trustee and it shall not be necessary to make or execute any formal transfer of assets in his favour.

REMUNERATION OF TRUSTEE

19. The Remuneration, if any, of Trustee shall be payable by the Settlor out of the Trust Fund for its services to the Trust and which may be amended from time to time between the stated parties upon mutual consent.

20. The Settlor shall pay to the Trustees all legal, travelling, and other costs, charges and expenses incurred by them on a reasonable basis including their Officers, Employees or Agents in connection with execution of these presents including costs, charges, and expenses of and incidental to the approval and execution of the Transaction documents and will indemnify them against all actions, proceedings, costs, charges, expenses, claims, and demands whatsoever, which may be brought or made against or incurred by them in respect of any matter or things done or omitted to be done without their willful default in respect of or in relation to any activity carried on for the purpose of

c. To hold the Trust fund for the Trust so that the net income thereof, and if necessary, the corpus or any part thereof shall be used for all or any of the above objects and purposes.

d. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.

e. To hold movable and immovable properties on behalf of the Trust.

f. To open, maintain, operate and close bank /demat accounts as may be decided from time to time.

g. To invest the funds of the Trust not immediately required in or upon any investments, instruments or properties as contemplated herein the Article 41 below in accordance with the provisions of law, subject to and in compliance with the provisions of the SEBI (SBEB & SE) Regulations.

h. To acquire by lease, gift, license moveable or immovable assets and to sell (moveable property), gift, lease or let or sublet with or without charging any compensation, mortgage or in any other way alienate such assets in consultation with the Compensation Committee of the Settlor.

i. To institute, defend, prosecute and compromise any suit or another application or proceeding in any court or law or any tribunal or any authority and for the purpose engage counsel or other way alienate such assets.

j. To appoint one or more employees, as the Trustees may deem expedient and fix their remuneration. The Trustees shall also have power to fund and maintain provident funds, gratuity fund, pension and other funds for any Employees and make rules and regulations (with power to add, to alter, amend, vary or substitute the same or any of them) regarding the payment thereof. Further, Trustees shall also have power to take disciplinary action against the Employees and to suspend or dismiss any Employee.

k. The Trustees shall have the power at their discretion instead of acting personally to employ and pay any agent (including Banks) to transact any business or do any act whatsoever in relation to the said Trust including receipt and payment of money without being liable for

n. To do all such acts, deeds and things which have not been specifically mentioned in the Trust Deed but which are found to be necessary, expedient and essential for furthering the objects of the Trust.

o. To exercise all such powers and rights as may be delegated by the Compensation Committee for proper administration of the Employee Benefit Scheme.

p. To maintain books of accounts of trust (for each Employee Benefit Scheme) as required under any applicable laws.

RIGHTS, DUTIES AND LIABILITIES OF THE TRUSTEES

24. The Trustees of the Trust shall have the following rights for administration of the Trust including but not limited:

a) **Right to receive advice:** The Trustee may, in the discharge of its duties, act upon any advice obtained in writing from any bankers, accountants, brokers, lawyers, professionals, consultants or other experts acting as advisers to the Trustees. The Trustees shall not be liable for anything done bonafide on the advice so received and after observing due prudence.

b) **Right to reimbursement of expenses:** Without prejudice to any other provisions of this Deed, the Trustees shall be entitled to reimburse itself from the Trust Fund, and shall be entitled to charge the Trust Fund, with, but not limited to, the following:

i **Organizational Expenses:** All of the expenses of organizing the Trust and its Schemes, which includes, legal, advisory and accounting fees, printing costs, etc.

ii **Operating Expenses:** The Trust will bear all out-of-pocket costs and expenses associated with its activities, including but not limited to:

- the fees and expenses payable to the Trustees, accountants, advisors, auditors, brokers, and such other service providers of the Trust;
- expenses incurred in acquiring and disposing of investments by the

- any payments otherwise attributable to the Trust or any payment due by virtue of changes in Indian law.

iii **Incidental expenses:** All incidental expenses, including expenses relating to execution of any agreement incurred by the Trustees.

Provided that the Trustee shall bear and pay the following expenses, which shall not be reimbursed from the Trust Fund:

(a) Any statutory taxes, duties and levies in relation to the Trustee, payable by or imposed upon the Trustee by the central or state government or any government body or statutory authority which is directly or indirectly not connected with the Trust, other than service tax payable on Trusteeship Fees (which shall be payable out of the Trust Fund); and

(b) All expenses in connection with the holding of a Trust meeting which is directly or indirectly not connected with the Trust.

c) **Trusteeship Fees:** The Trustee shall be paid Trusteeship Fee (plus applicable taxes, if any) as agreed between the Settlor and the Trustee, from time to time, from the Trust Fund.

DUTIES OF THE TRUSTEES

(i) **Interests of the Beneficiaries:** The Trustees shall at all times exercise and ensure due diligence in carrying out their duties of protecting the interests of the Beneficiaries.

(ii) **Income due to the Trust:** The Trustees shall cause prompt and proper collection of the income due to the Trust and its Schemes.

(iii) **Books of Accounts:** The Trustees shall ensure that the books of accounts of the Trust and its Schemes are maintained by them in accordance with the Deed and the applicable laws. Further, Trustees shall get the books of accounts of the Trust audited annually from the Auditor.

(iv) **Attainment of objects of the Trust:** The Trustees shall ensure that all acts, deeds and things in respect of the affairs of the Trust are done for the attainment of the objects of the Trust, and each of its Schemes, as applicable, in compliance with all the applicable laws and to secure the best interests of the Beneficiaries.

(vi) The Trustees shall ensure that all Investments are in accordance with the objects of Trust Fund, and all applicable laws.

(vii) The Trustees shall transfer of Shares to the Beneficiaries in such manner as may be determined by the Committee in terms of the Scheme. The Trustee shall not have any liberty or discretion in deciding as to who are the Beneficiaries.

LIABILITIES OF THE TRUSTEES

(i) **Acts done in good faith:** The Trustees shall not be under any liability on account of anything done or omitted to be done or suffered by the Trustees in good faith in accordance with applicable laws, or in pursuance of self-assessment or any request or advice of any other third party.

(ii) **Bonafide action by the Trustees:** The Trustees shall not be liable in respect of any action taken or damage suffered by it on reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganization or (without being limited in any way by the foregoing) other paper or document believed to be genuine and to have been passed, sealed or signed by appropriate authorities.

(iii) **Acts or things required to be done by the Trustees under law:** The Trustees shall not be liable to the Beneficiaries for doing or failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or government authority, or by reason of any request

28. No resolution shall be deemed to have been duly passed by the Trustees by circulation unless the resolution has been circulated in draft together with the necessary papers, if any, to all the Trustees, at their usual address in India or their e-mail and has been approved by the Trustees, or by a majority of them.

29. In case of difference of opinion arising among the Trustees and in all matters wherein the Trustees shall have discretionary power, the votes of the majority of the Trustees for the time being in these matters shall be prevailing and shall be binding on all the Trustees. Provided however that if the

Accrual Period;

(iii) cash flow statements and other books of accounts of the Trust;

(iv) Such other documents as may be required as per Applicable Laws.

36. Other information:

Appointment of Auditors: The Trustees shall appoint the Auditors for the Trust. For such appointment, the Trustees may take recommendation from the Settlor, if necessary.

Remuneration of Auditors: The remuneration of the Auditors shall be determined by the Trustees.

Removal of Auditors: The Auditors can be removed or replaced by the Trustees, for a cause which is in the interest of all the Beneficiaries or if the law in force may then require and new Auditors can be appointed at the discretion of the Trustees with prior consultation with the Settlor.

UTILISATION OF TRUST FUND:

37. The Trustees shall utilize the funds of the Trust for the following purposes:

i. Acquisition of shares of the Settlor by way of fresh subscription or secondary acquisition from the market;
ii. Payment for all the expenses and outgoings of the Trust;
iii. Investment in permissible avenues, subject to and in compliance with the SEBI (SBEB & SE) Regulations; and
iv. Fulfillment of other objects & purpose of the Trust.

41. Notwithstanding anything contained in these presents, the Trustees shall at their discretion invest the Trust Fund and all moneys in their hands which may require investment in or upon any one or more of the following modes of investment from time to time at their absolute discretion subject to

...and in compliance with the provisions of the SEBI (PFUTP) Regulations to convert or give ...

estments that securities held by the Trustees in the name of the Trustees of the Share for the ... any ... authority said ...

... Banks or any firm or Company of good standing

... a. In deposits with Schedule

... by the Government, Municipal or other ... for ... Settlor or public body in India

... b. Debentures, loans, bonds issued ... Companies in public and private se

... c. Stocks, shares or other securities issued ... co-operative society

... d. Stocks, share equity or preference ... warrants or other financial securities ... including the Settlor or Statutory ... Unit Trust of India

... involving liability or not ... ... issued by Companies registered ... ... of India, Mutual Funds and/or ...

... e. In acquiring by purchase or on lease ... any immovable property of any tenure in ... acquisition of Lessors or other rights ... Trustees shall be at liberty to erect buildin... which may be leased out on such terms ... commensation or fe... covenants and arrangeme...

... basis or in exchange, ... lease of ... in any part of India ... ... case of open or vacant ... ... securities thereon or out of ... ... and subject to such ... ... and subject to the ... ... affecting such ... rights ...

... ake for the investment of ... f. Any investment, which the Trustees may by law, is authorised to m...

Trust, Trust Property

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VOTING ON SHARES HELD BY THE TRUST

42. The Trustees shall not be entitled to vote in respect of any shares or securities of the Settlor held by ... 42.

the Trust

44. The Trustees shall at their absolute discretion by a majority vote (only of those present and voting at a meeting or on a circular resolution) at such time and from time to time, sell by public auction or private contract or exchange or transfer or assign or grant, lease or sub-lease for any term however long or otherwise dispose-off or permit to be used at such rent, compensation or fee all or any part of the Trust Fund including the immovable properties comprised therein and on such terms and conditions related to title or otherwise and in full respects as they may think proper to rescind or vary any contract for sale, exchange, transfer, assignment, lease or other disposition and to resell the same or enter into a fresh contract, for sale, exchange, transfer, assignment, lease or other disposition without being answerable for any loss or damages occasioned thereby and for such purposes to execute all necessary conveyances, deeds or exchange assignments, transfers, leases, sub-leases, counterparts and other assurances, indemnities, agreements, covenants and other documents in writing and proper and to pass and execute necessary receipts releases and discharges for the consideration moneys relating thereto. All monies arising from any such transfer or other assurance shall be deemed to be part of the Trust Fund and the provisions of this Trust Deed shall be applicable accordingly.

transfer by the Trustees under the power aforesaid the purchasers or de with the Trustees shall not be concerned to see or inquire whether the r exercising such power has arisen or whether the provisions to the t of Trustees herein contained have been properly and regularly observed

45. Upon any sale or other transferees dealing bonafi occasion for executing appointment and retireme

application thereof

46. The receipt of the Corporate Trustees or of any Trust income of the Trust Fund or of any Documents of title or se any other moneys or property forming part of the Trust Fund shall discharge the person or persons paying, giving or transferring the sam the application or non-application thereof.

els or any sole individual Trustee for the uities, papers or other documents or be sufficient and shall effectually from them bound to see to

ARBITRATION

50. In the event of a dispute arising out of or in relation to the provisions of this Trust Deed (including a dispute relating to the construction or performance thereof), the relevant parties shall attempt in the first instance to resolve such dispute through an amicable settlement. The attempt to bring about an amicable settlement shall be considered to have failed as soon as one of the parties hereto, after reasonable attempts, which attempt shall continue for not more than 30 days, gives 10 days' notice thereof to the other party in writing.

51. In case of such failure, either party may refer the dispute to a single arbitrator to be appointed by Settlor. The arbitration proceedings shall be held in New Delhiand the language shall be English, under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The arbitrator shall give a reasoned award in writing. The arbitrator shall also decide on the costs of the arbitration proceedings. The parties shall submit to the arbitrator's award and the award shall be enforceable in competent court of law at New Delhi.

DISSOLUTION OF THE TRUST

52. (a) The Trust shall come to an end in the following circumstances:

i. Upon the distribution/transfer of the entire Trust Fund to the Beneficiaries, i.e. after fulfillment of objects of the Trust;
ii. If the very purpose for which the Trust was set up becomes unlawful;
iii. If there does not exist any Beneficiary in the Trust;

(b) In the event of determination of Trust in accordance with Article 52 (a):

i. The Trust Fund shall first be applied towards repaying the Loans, if any;
ii. The remainder of the Trust Fund shall be used to meet all liabilities of the Trust;
iii. The remainder of the Shares in the Trust Fund, if any, may be transferred to any other Employee Benefit Scheme in accordance with SEBI (SBEB & SE) Regulations.
iv. The remaining amount, shall be utilized for the following by the Trustees, in consultation with the Settlor:
    - distributed to any one or more or all of the Beneficiaries (of all time or presently employed) in equal or any other proportion and on such terms and conditions as deemed fit, or
    - used for other welfare activities of the Employees of the Company including but not limited to provision of loans, free medical facilities, retirement benefits, education facilities, housing benefits, etc.
    - transferred to any other Trust of the Settlor Company engaged in Employee Benefit Scheme / Employee Welfare activity (ies).

MISCELLEANOUS

For UGRO Capital Limited

Authorised Signatory

Saurabh Shi

53. The income and property of the Trust whensoever and howsoever derived shall be applied solely in the promotion of its objects as set forth in this Trust Deed.

54. The Liability of the Trustees is Limited.

55. Nothing in this Trust Deed shall prevent any trust hereby made in favour of any of the Trustees or any person connected with any of the Trustees from being reasonable and proper remuneration to any of its officers or staff (other than in their role as Trustees) or to, any other persons (other than in their role as Trustees) in return for any services rendered or to be rendered to the Trust.

56. The Trust shall not be dealt or derived

any action, proceedings, disputes, claims, demands or things relating to any matter in connection with the said Trust and to do all other things proper for such purpose without being responsible for any

doubt whether any money or property come, and whether out of the capital e and any/every such determination ntained herein shall be deemed to rust fund for any purpose not

60. The Trustee shall have the power to determine in case of shall for the purpose of this Trust be considered as capital or income any expenses or outgoing ought to be paid or borne shall be binding and conclusive, provided that nothing contained authorize the Trustees to spend the income or corpus of the

any other loss, unless the same shall happen through their own willful default or dishonesty respectively.

63. The Trustees may reimburse themselves and pay discharge out of the Trust Funds or moneys in their hands all expenses incurred in or about the execution of the said Trust. It is, expressly agreed and declared that the Trustees shall be entitled to be paid their actual expenses, travelling, boarding, lodging and other expenses which may be incurred by them in the performance of their duties as Trustees including for the attendance of meetings of Trustees.

64. The Trustees shall present the accounts incorporating details including but not limited to expenses incurred, shares acquired, shares transferred, acquisition price etc. to the settlor within 30 days from the end of each half year.

65. If any Trustee be a lawyer, accountant, medical practitioner, architect, engineer or a person carrying on any other profession, vocation or business, he or his firm shall be entitled to charge for his or their professional services