



being there...

ZEN TECHNOLOGIES LIMITED

Certified ISO 9001:2015, ISO 27001:2013, CMMI ML5
Regd. Office : B-42, Industrial Estate, Sanathnagar,
Hyderabad - 500 018, Telangana, India.
Phone: +91 40 23813281/3294/2894/4894
Fax No: +91 40 23813694
Email: info@zentechnologies.com Website: www.zen.in
Corporate Identity Number : L72200TG1993PLC015939

Date: 29th September 2021

To
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai- 400001
Through: BSE Listing Centre
Security Code: 533339

To
National Stock Exchange of India Limited
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051
Through: NEAPS
Symbol/Security ID: ZENTEC

Dear Sir/Madam,

Sub: Zen Technologies Limited – Submission of Trust Deed under Regulation 3 (3) of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021.

As required under Regulation 3(3) of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, please find enclosed the Trust Deed of the **Zen Technologies Limited Employees Welfare Trust** ("The Trust"), set up by the Company for purchasing/acquiring the Equity shares of the Company through Secondary Acquisition and for administering and implementing the Zen Technologies Limited Employee Stock Option Plan – 2021 ("the scheme").

Request you to take the same on record and oblige.

Thanking you.

Yours faithfully,
For Zen Technologies Limited

Hansraj Singh Rajput
Company Secretary & Compliance Officer
M. No. F11438



Works : Plot 36, Hardware Park, Near Shamshabad International Airport, Hyderabad - 501 510, Telangana, India



CMMI DEV / 5SM
Exp. 2022-01-30 / Appraisal #2306

SCANNED

A-3013
C.No 122/11/2021

S. LAXMI NARAYANA
S.V.L.NO. 02/2006
H.NO.6-3-392,R.L.NO.....
BEHIND PURJAGUTTA POLICE STATION
HYDERABAD
LICENCE NO. 12/2006



45515
144821

తెలంగాణ
SEP 23 2021

ZERO ZERO ZERO ZERO ONE ZERO ZERO 17:02

Rs.0000100 PB5553

NON-JUDICIAL
STAMP DUTY

TELANGANA

Document No. 116/12/2021

TRUST DEED

THIS TRUST DEED ("Deed") is made and executed at Hyderabad, this 24th day of SEPTEMBER, 2021

BY AND BETWEEN

M/s. Zen Technologies Limited (PAN AAACZ0677K), a Company incorporated under the provisions of Companies Act, 1956, bearing CIN: L72200TG1993PLC015939 and having its registered office situated at B-42 Industrial Estate, Sanathnagar, TG 500018, India, (hereinafter referred to as the "Settlor Company", which term shall unless repugnant to the context or meaning thereof be deemed to include its authorized representatives and permitted assigns etc.,) represented by Mr. K Ramprasad (PAN:AEYPR0034D and Aadhar No: ~~99531047~~9240), Senior Accounts Officer of the ONE PART.

AND













- A) Ms. Sujana Baru D/o Mr. L N R Vummethala (PAN: AHZPB6552C and Aadhar No: ~~60649609~~4680) aged about 47 years, Employee of the Settlor Company by profession, residing at 221/b, SR Nagar, Ameerpet, Hyderabad-500038, Telangana.
- B) Mr. Maddipatla Vijaya Rama Rao S/o Mr. Kondaiah Maddipatla, (PAN: AKGPM0133J and Aadhar No: ~~39531047~~5343) aged about 45 years, Employee of the Settlor Company by profession, residing at Flat No. 301, Plot No. 450, Treasure Hill Apt, Road No. 2/3, Matrusri Nagar, Miyapur, Hyderabad-500049, Telangana.
- C) Mr. Gadde Vamsi Kumar, S/o Mr. Nagamalleswara Rao Gadde (PAN: AMTPG5443L and Aadhar No: ~~28024652~~6274) aged about 39 years, Employee of the Settlor Company by profession, residing at 2-3-364/1, Sainagar Colony Road No. 7, Reliance Tower, Nagole, LB Nagar, Rangareddi-500068, Telangana.









[Signatures]

Presentation Endorsement:


Presented in the Office of the Sub Registrar, S.R.Nagar along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 3000/- paid between the hours of 12 and 01 on the 24th day of SEP, 2021 by Sri K Ramprasad

Execution admitted by (Details of all Executants/Claimants under Sec 32A):					Signature/Ink Thumb Impression
SI No	Code	Thumb Impression	Photo	Address	
1	AR		 K RAMPRASAD [R] M [1611-4-2021-122]	K RAMPRASAD[R]M/S ZEN TECHNOLOGIES LIMITED 8-7/2/7 HEMA NAGAR BODUPPAL, GHATKESAR MANDAL UPPAL R R DIST	
2	TE		 GADDE VAMSI KUMAR [1611-4-2021-122]	GADDE VAMSI KUMAR S/O. NAGAMALLESWARA RAO GADDE 2-3-364/1 SAINAGAR COLONY ROAD NO 7, RELIANCE TOWER NAGOLE LB NAGAR R R DIST	
3	TE		 MADDIPATLA VIJAYA [1611-4-2021-122]	MADDIPATLA VIJAYA RAMA RAO S/O. KONDAIAH MADDIPATLA 301 PLOT NO 450 TREASURE HILL APTS, RD NO 2/3 MATRURINAGAR MIYAPUR HYD	
4	TE		 SUJANA BARU::24/0 [1611-4-2021-122]	SUJANA BARU D/O. L N R VUMMETHALA 221/B SR NAGAR, AMEERPET HYD	

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 SRIKANTH VALURU: [1611-4-2021-122]	SRIKANTH VALURU 1-4-604 PMH COLONY KAMAREDDY	
2		 K MANOJ KUMAR::24 [1611-4-2021-122]	K MANOJ KUMAR 14-1-209/628 PARVATH NAGAR KUKATPALLY HYDERABAD	

24th day of September, 2021


Signature of Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



Bk - 4, CS No 122/2021 & Doct No
116 1 2021. Sheet 1 of 26 Sub Registrar
S.R.Nagar

(hereinafter collectively referred to as "**the Trustees**" which expression unless, repugnant to the context or meaning thereof, shall include its successors) of the **OTHER PART**.

The settlor and the trustees shall hereinafter jointly be referred to as "**Parties**" and severally as a "**Party**"





WHEREAS:

1. The Settlor is a public limited company and is a leading training and drone solutions company engaged in the design, development and manufacture of world-class, state-of-the-art training simulators and drones and anti-drone systems and has been supplying the same to customers in India and abroad, since 1993 and such other business as mentioned in its Memorandum of Association from time to time. The equity shares of the Settlor are listed on BSE Limited (**BSE**) and the National Stock Exchange of India Limited (**NSE**) (collectively, the "**Stock Exchanges**")
2. The Settlor desires to establish an irrevocable trust under the provisions of the Indian Trusts Act, 1882 through this Trust deed, for implementing share-based benefit schemes for its employees in accordance with the Companies Act, 2013, as amended from time to time (hereinafter referred to as the "Act") and Securities and Exchange Board of India (Share Based Employee Benefits And Sweat Equity) Regulations, 2021, as amended from time to time (hereinafter referred to as the "SBEBASE Regulations"). The Trust shall be empowered to purchase shares of the Company from the open market and subscribe to the any further issue by the company and to do various acts and deeds to give effect to such schemes and carry out all related and connected acts and such acts as may be specified in this Trust deed. The Trustees shall act as the Trustees of the Trust in accordance with the terms and conditions contained in, and as is testified by, the execution of this Deed.
3. The initial corpus of the Trust is an amount of Rs. 10,000/- (Rupees Ten thousand only), which has been contributed by the Settlor.
4. The Trustees have consented to act as the first Trustees of the Trust and to accept the trusts under these presents as is testified by their being parties to and executing this deed.



Bk - 4, CS No 122/2021 & Doct No
116 / 2021 - Sheet 2 of 26 Sub Registrar
S.R.Nagar

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX6274 Name: Gadde Vamsi Kumar	S/O G Nagamalleswara Rao, LB Nagar, Rangareddi, Andhra Pradesh, 500068	
2	Aadhaar No: XXXXXXXX4680 Name: Sujana Baru	W/O B V Krishna Rao, Ameerpet, Hyderabad, Telangana, 500038	
3	Aadhaar No: XXXXXXXX5343 Name: Maddipatla Vijaya Rama Rao	C/O Maddipatla Kondaiah, Miyapur, K.v. Rangareddy, Telangana, 500049	
4	Aadhaar No: XXXXXXXX9240 Name: Kalla Ramprasad	S/O K Appala Swamy, Uppal, Rangareddi, Andhra Pradesh, 500039	

Endorsement: Stamp Duty, Transfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	100	0	1000	0	0	0	1100
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	3000	0	0	0	3000
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	5000	0	0	0	5100

Rs. 1000/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 3000/- towards Registration Fees on the chargeable value of Rs. 10000/- was paid by the party through E-Challan/BC/Pay Order No ,495BXB230921 dated ,23-SEP-21 of ,SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 5000/-, DATE: 23-SEP-21, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 7679302903839, PAYMENT MODE: CASH-1001138, ATRN: 7679302903839, REMITTER NAME: K. RAMPRASAD, EXECUTANT NAME: ZEN TECHNOLOGIES LIMITED , CLAIMANT NAME: SUJANA BARU AND OTHERS).

Date:

24th day of September, 2021

Signature of Registering Officer
S.R.Nagar

Generated on: 24/09/2021 12:20:35 PM



NOW THIS TRUST DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. NAME OF THE TRUST AND NATURE OF THE TRUST

The name of the Trust shall be "Zen Technologies Limited Employees Welfare Trust" ("The Trust") or such other name as the Trustees may deem appropriate from time to time and the Trust shall be an irrevocable trust

2. REGISTERED OFFICE OF THE TRUST

The registered office of the Trust shall be for the time being located at B-42, Industrial Estate, Sanath Nagar, Hyderabad-500018, Telangana, India or such other place as the Settlor acting through the Compensation Committee may from time to time determine and notify, subject to Applicable Laws.

3. PURPOSE OF THE TRUST

The Trust shall be for the benefit of employees of the Settlor and its present and future subsidiary company(ies) the "Beneficiaries"). For the purpose of this Deed, the term "employee" shall have the meaning as described to it under the SBEBASE Regulations.

4. OBJECTS OF THE TRUST

The objects of the Trust shall be as follows:

- a) To purchase or otherwise acquire and equity shares of the Settlor ("the shares") for the benefit of the Beneficiaries, and such acquisition may be funded either out of the corpus of the Trust or by way of interest-free financial assistance or provision of money in any form as may be decided by the Settlor, or in any other manner or by way of loans availed by the Trust from other lenders or in any combination thereof, in accordance with applicable laws. The Settlor agrees to provide security in the form of guarantee, in accordance with applicable laws, in the event of loans availed by the Trust from other lenders;
- b) To administer the Zen Technologies Limited Employee Stock Option Plan – 2021 and such other schemes and such other welfare activities as approved by the Board of Directors and Shareholders



4వ పుస్తకం 2021 సం||శా.వ. 1943 సం||పు
116/11/2021... నెంబరుగా రిజిస్టరు చేయబడినది. స్కానింగ్
నిమిత్తం గుర్తింపు నెంబరు 116/11/2021 .గా

యివ్వబడమైనది.
2021 వ సం|| నెం.24..... వ తేది

సబ్-రిజిస్ట్రారు, సంజీవరెడ్డి నగర్

CERTIFICATE OF SCANNING

The Document has been Scanned
with the Identification Number.....

1611-1-116/11/2021

REGISTERING OFFICER



of the Settlor for the benefit of beneficiaries from time to time in accordance with applicable laws (including Indian Trust Act, 1882) ("the Trust Act"), the SBEBASE Regulations) and as recommended by the Nomination and Remuneration Committee (Compensation Committee) in compliance with applicable laws.

- c) Utilization of the Trust Fund towards subscribing to fresh allotment of, or acquiring, the Shares, in pursuance to the limits provided under Applicable Laws (including without limitation the SBEBASE Regulations) and in the manner provided under the Schemes;
- d) Receiving and exercising benefits on the shares held by the Trust for and on behalf of and for the exclusive benefit of the Beneficiaries as per the Schemes and this Deed.
- e) To receive funds for the purpose of fulfilment of objects of the Trust.
- f) Raising funds through loans or otherwise for the purpose of acquiring shares pursuant to the schemes.
- g) Holding on behalf of and for the benefit of each beneficiary, any accretions or earning on such shares held by the trust, in accordance with the provisions of this Deed until the Grants/Benefits corresponding to such Trust share, or any portion thereof, have been transferred to the Beneficiaries.
- h) To provide benefits corresponding to each of the schemes, as applicable and relevant to the beneficiaries from time to time in accordance with applicable law.
- i) Receive equity shares of the Company by way of gift or settlement and use them for the purposes of this Trust.
- j) Transfer equity shares of the Settlor to the employees pursuant to the exercise of stock options granted to them under Zen Technologies Limited Employee Stock Option Plan-2021 scheme and such other schemes as may be formulated by the Company.
- k) Dispose off equity shares of the Settlor held by the Trust in any manner by law.
- l) Distributing the benefits arising out of the Shares held by the trust to the beneficiaries in terms of the Schemes and this Deed or utilizing the proceed for such other purposes as permissible under applicable laws.
- m) To receive any funds/money/borrow money funder for any one or more of the objects of the Trust.
- n) Perform such other acts, deeds or things, either independently or in conjunction with other matters or objects, which in the opinion of the Trustees is incidental to the implementation of the schemes or the attainment of any one or more of the objects of the Trust.
- o) The Trustee(s) shall do all such acts and things as are conducive and helpful to the advancement and fulfilment of the abovementioned objects of the Trust.



[Handwritten signatures]

Bk - 4, CS No 122/2021 & Doct No 116 12021 Sheet 4 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



5. DETAILS OF THE SETTLOR

M/s. Zen Technologies Limited (PAN AAACZ0677K), a Company incorporated under the provisions of Companies Act, 1956, bearing CIN: L72200TG1993PLC015939 and having its registered office situated at B-42 Industrial Estate, Sanathnagar, TG 500018, India.

6. DETAILS OF THE TRUSTEES

The Trustees of the Trust shall be:

- a) **Ms. Sujana Baru** D/o Mr. L N R Vummethala (PAN: AHZPB6552C and Aadhar No: 606496794680) aged about 47 years, Employee of the Settlor Company by profession, residing at 221/b, SR Nagar, Ameerpet, Hyderabad-500038, Telangana.
- b) **Mr. Maddipatla Vijaya Rama Rao** S/o Mr. Kondaiah Maddipatla, (PAN: AKGPM0133J and Aadhar No: 337210175343) aged about 45 years, Employee of the Settlor Company by profession, residing at Flat No. 301, Plot No. 450, Treasure Hill Apt, Road No. 2/3, Matrusri Nagar, Miyapur, Hyderabad-500049, Telangana.
- c) **Mr. Gadde Vamsi Kumar**, S/o Mr. Nagamalleswara Rao Gadde (PAN: AMTPG5443L and Aadhar No: 280246526274) aged about 39 years, Employee of the Settlor Company by profession, residing at 2-3-364/1, Sainagar Colony Road No. 7, Reliance Tower, Nagole, LB Nagar, Rangareddi-500068, Telangana.
- d) Any such other person appointed by the Settlor or any successor of the Settlor whether in addition to existing trustee(s)/ in substitution or in place of the existing Trustees.

7. DECLARATION OF THE TRUST

The Settlor pursuant to the authorizations provided by the company to Mr. K Ramprasad as its authorised representatives to constitute the Trust. The Parties declare and confirm that the Trust shall be deemed to have been established under this Deed hereby from the Execution Date and the Settlor has through its authorised representative handed to the Trustee the Initial Corpus of Rs. 10,000/- (Rupees Ten Thousand only) ("the initial Corpus") for fulfilling the terms and conditions and objects contained under this Deed. The Trustee hereby acknowledges the receipt of the Initial Corpus and confirms and agrees to fulfil the terms and conditions and objects contained under this Deed.



[Handwritten signatures of the parties]

Bk - 4, CS No 122/2021 & Doct No 116 12024 . Sheet 5 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



The Trustee does hereby affirm and declare that it would be their duty to act in the interest of the beneficiaries of the Trust and subject to the provisions of the Deed, Applicable Laws (including without limitation the SBEBASE Regulations) and the Schemes. It shall not, knowingly or unknowingly, act in any manner or omit/fail to act in a manner or amend the terms of this Deed in any manner that would be detrimental to the interests of the Beneficiaries.

The Trustee does hereby affirm and declare that it would be their duty to act in the interest of the beneficiaries of the Trust and subject to the provisions of the Deed, Applicable Laws (including without limitation the SBEBASE Regulations) and the Schemes. It shall not, knowingly or unknowingly, act in any manner or omit/fail to act in a manner or amend the terms of this Deed in any manner that would be detrimental to the interests of the Beneficiaries.

It is hereby declared that the Benefits granted or to be granted by the Trust to the Beneficiaries are purely on account of their employment-based upon the eligibility criteria as may be decided by the Settlor acting through its board of director(s) and/or Compensation Committee, in accordance with provisions of the schemes and are in no way based on any other consideration including, without limitation, caste, community, religion or creed, or financial ability of such Beneficiaries.

8. SOURCE(S) OF THE TRUST FUND(S)

- a) Initial Corpus Fund
- b) any such other funds as may be provided by the Settlor from time to time with all accretions and income including capital gains arising therefrom and related thereto, together with other sums of money and funds received by the trust of any kind from time to time including all loans received by the Trust, interest on the fund received or return on the investments etc., and any such other amount or property received by the trust in accordance with this deed and applicable laws for the purpose of the Trust, (collectively "**Trust Fund**").
- c) The Trust may be funded by the Company/ Settlor by way of interest-free financial assistance or provision of money in any form as may be decided by the Settlor, or in any other manner or by way of loans availed by the Trust from other lenders or in any combination thereof, in accordance with applicable laws. Subject to the applicable laws, the Settlor agrees to provide security in the form of a guarantee, in the event of loans availed of by the Trust from other lenders.



[Handwritten signatures]

Bk - 4, CS No 122/2021 & Doct No
16 1204 . Sheet 6 of 26 Sub Registrar
S.R.Nagar

Generated on: 24/09/2021 12:20:35 PM



- d) The Trustee shall hold the Trust Fund and any further sums which may be paid under any future deed or covenant or otherwise upon the Trust, at the discretion of the Settlor and utilize the same the purpose of acquisition of shares of the settler (directly from the company or through the secondary market) for the benefit of all the Beneficiaries and such other purposes as specified in this deed, in such manner in accordance with the provisions of the Companies Act, 2013, including the rules made thereunder, this Trust Deed, the SBEBASE Regulations and the Schemes, in the manner the Trustees think fit subject to the determination made in this behalf by the Settlor acting through its board of director(s) and/or Compensation Committee.

9. DETAILS OF THE SCHEMES ADMINISTERED/TO BE ADMINISTERED

To administer the Zen Technologies Limited Employee Stock Option Plan – 2021 and such other schemes as approved by the Board of Directors and Shareholders of the Settlor for the benefit of beneficiaries from time to time in accordance with applicable laws (including Indian Trust Act, 1882) ("the Trust Act"), the SBEBASE Regulations) and as recommended by the Nomination and Remuneration Committee (Compensation Committee) in compliance with applicable laws.

10. UTILISATION OF THE TRUST FUND

- a) Subject to any recommendations that the Nomination and Remuneration Committee may tender in accordance with applicable law, the Trustee shall be authorized to invest the Trust's fund (including such portion of the Trust's fund which consists of money and which cannot be applied immediately or at an early date towards the objects of the Trust) in any of the investments made on the recommendations of the investment advisor to the Trustee(s) on its request to utilize the surplus funds of the Trust placing fixed deposits, etc., subject to the applicable laws in accordance with this Deed.
- b) The Trustees covenant that the Trust Fund, whether received by way of loan funds from Settlor or any income generated thereon shall be utilized solely for the following purposes in accordance with applicable laws.
- (i) For subscription acquisition of Shares in subject to and in accordance with the limits prescribed under Applicable Laws, including without limitation the SBEBASE Regulations;
 - (ii) Grant of Benefits to the Eligible Employees, in accordance with the relevant Scheme(s);
 - (iii) Repayment of loan(s) availed from the Company and interest thereon, if any;



[Handwritten signatures]

Bk - 4, CS No 122/2021 & Doct No 116 . Sheet 2021 7 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



- (iv) Towards all expenses and outgoings and managing the affairs of the Trust, including but not limiting to payment of auditor's fees, statutory fees, duties and taxes as permitted under this deed and applicable laws and
- (v) Fulfilment of other objects and purpose of the Trust;
- c) The Trust Funds shall not be invested without the prior written consent of the Settlor acting through its Compensation Committee.
- d) The Trust Funds shall not be used for the purchase of any immovable property.
- e) Except otherwise provided or agreed by the Settlor or specified under the Schemes, the Trustee shall pay from the Trust Fund all remuneration, fees, commission cost and other expenses of administering and managing the Trust including investment expenses, fees for professional services or any levy, tax payable if any pursuant to any regulations for the time being in forces.
- f) All investments made and held by the Trust shall be registered in the name of the Trust or in the name of the Trustee(s), for and on behalf of the Trust. The Trustee(s) shall manage the Trust Fund and make investments in consultation with the Compensation Committee or through their authorized personnel in such a manner that it is able to meet the objectives of the Trust and meet the expenses from time to time from the income of the Trust Fund and repay the loans obtained in accordance with the terms and conditions of the agreements entered into for this purpose including the loans availed from the Company in accordance with applicable laws.

Explanation: The Compensation Committee for the purpose of this Trust Deed shall means the committee as specified under SBEBASE Regulations.

- g) On the date of dissolution of the Trust, the Trustees shall pay, transfer and hand over the Trust Fund and all undistributed income, if any, for repayment of the outstanding loan, if any, and subsequently, for distribution to employees as recommended by the Compensation Committee of the Settlor.

11. PROPERTIES OF TRUST

No Properties are owned by the trust directly or indirectly as on the date of this trust deed.

12. OTHER OBLIGATIONS OF THE TRUST/TRUSTEES

The Trust shall make disclosures and comply with other requirements, as may be applicable to insiders or promoters under the Securities and Exchange Board of India (Prohibition of Insider



[Handwritten signatures]

Bk - 4, CS No 122/2021 & Doct No 116 Pozh . Sheet 8 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



Trading) Regulations, 2015 and other applicable laws or any modification or re-enactment thereto.

- a) The Trustee(s) shall always act in the best interest of the Beneficiaries and shall not act in any manner or include any provision in this Deed that would be detrimental to the interests of the Beneficiaries, except as required under the Applicable Laws.
- b) The Trust will never act in a manner, which is illegal and unlawful in nature and which is opposed to public policy and contrary to the law of the Country.
- c) The Trust shall not act in violation of The Prevention of Money Laundering Act, 2002 and will not receive any donations from abroad without complying with the requirements under The Foreign Contribution (Regulation) Act, 2010.
- d) The Trustee shall be entitled to be remunerated out of the Trust Fund for the activity carried on by it for acting as trustees of the Trust, the amount of such remuneration being determined by the Settlor. Further, the Trustee shall be entitled to reimburse itself and to pay and discharge out of the Trust Fund all expenses, costs, and charges incurred in carrying out its obligations and duties in terms of this Deed or, for the fulfilment of the objects of the Trust.
- e) The Trust will not carry on any business or joint venture activity.
- f) The Trustee shall ensure that the interests of the Beneficiaries are paramount by ensuring also that it shall not act in any manner that would adversely affect the interests of the Beneficiaries.
- g) The Trust shall not sell any equity shares or other securities held by it in the secondary market or deal with the equity shares or other securities, except in the manner and for the purpose as permitted under applicable law including SBEBASE Regulations and Companies Act, 2013.
- h) The Trust shall not deal in derivatives and shall undertake only delivery-based transactions for the purposes of secondary acquisition, except as permitted by the SBEBASE Regulations.
- i) The Trustees shall not vote in respect of the equity shares held by the Trust, unless permitted under the SBEBASE Regulations and other applicable laws.
- j) The Trust may undertake the off-market transfer of equity shares as permitted under the provisions of the SBEBASE Regulations and the Companies Act, 2013
- k) The trustees should ensure that the requisite approval from the shareholders has been obtained by the company in order to enable the trust to implement the scheme(s) and undertake secondary acquisition for the purposes of the scheme(s)
- l) The Trustees shall ensure the compliance of all the applicable laws including SBEBASE Regulations with respect to granting/vesting/exercising of the options under the Scheme(s) being administered and implemented by the Trust.



[Handwritten signature] *Signature* *[Handwritten signature]*

Bk - 4, CS No 122/2021 & Doct No
116 12021 . Sheet 9 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



13. MANAGEMENT OF THE TRUST AND APPOINTMENT/SUBSTITUTIONS OF THE TRUSTEE.

The Trust shall be managed by the Trustees, who shall be responsible for the management of the Trust, performing or causing to be performed obligations and duties as set out in the Companies Act, 2013, the India Trust Act, 1882, the SBEBASE Regulations, this deed and schemes framed by the company and such other applicable laws.

The Settlor or any successor of the Settlor shall be entitled from time to time to appoint new Trustees in substitution or in place of the existing Trustees or to appoint additional Trustees or Trustees and such new or additional Trustees may be an individual, bank, company or corporation.

All decisions relating to the Trust shall be taken by a majority vote. The Trustees may authorize any other person as it may deem fit to carry out generally or specifically any act or deed in connection with any matter concerning the affairs of the trust.

- a) Any Trustee may resign by giving a notice in writing of at least two (2) months to the Trustees. The Trustees may, at their discretion accept a resignation at a shorter notice.
- b) The minimum number of Trustees shall be two (2) and the maximum number of Trustees shall be five (5).
- c) Where the number of subsisting Trustees is less than two (2), the Trustees may appoint any other person or person as Trustee, provided that the total number of trustees shall not exceed five (5).
- d) Quorum: The quorum for a meeting of the Board in case of individuals shall be the higher of 1/3rd of the total Trustees or two and in case of corporate Trustee, the quorum shall be one Trustee, as the case may be, present at the meeting.
- e) Surviving Trustees to act: The surviving Trustees or continuing Trustees may act notwithstanding any vacancy in their body. Provided that if the number of Trustees shall be reduced to below the minimum number fixed hereunder, then the surviving or continuing Trustees shall not act so long as the number is below such minimum.
- f) Bona Fide acts valid: All acts done bona fide by the Trustees thereof shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of any of the Trustees, acting as aforesaid or they or any of them were disqualified from acting or their office had become vacant, be as valid as if such Trustee or Trustees had been duly appointed and were qualified to act.



Bk - 4, CS No 122/2021 & Doct No 116 12021 . Sheet 10 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



- g) The Trustees shall hold a regular meeting at convenient intervals from time to time as occasion shall require, for the transaction of the business of the Trust.
- h) The meetings to transact the business of the Trust may be held either in person or through any audio or video conferencing mode.
- i) Anyone of the Trustees may convene a meeting of the Trustees for the transaction of any particular business and any business may be disposed of by a circular resolution instead of at a meeting unless the majority of the Trustees think otherwise.
- j) At least two (2) 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.
- k) 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.
- l) The Trustee shall hold an annual general meeting once in every year, the following matters shall inter alia constitute the agenda for each and every annual general meeting
 - (i) Audited accounts
 - (ii) Investments and
 - (iii) Remuneration to Trustees

14. TRUSTEES COVENANTS

The Trustee hereby covenants with the Settlor

- a) To manage and administer the Trust in accordance with, and comply with the terms of, Applicable Laws, this Deed and the Schemes;
- b) To payout or provide from the Trust Funds the Benefits prescribed by the Schemes, as applicable, and to observe and perform the terms and conditions thereof;
- c) To comply with the provisions of the Applicable Laws relating to the management and administration of the Schemes.

15. TERM AND DISCHARGE OF THE TRUSTEE

- a) **Resignation of Trustees:** A Trustee may resign from his office, at any time, without assigning any reason, by giving thirty days' notice in writing to the Board and to the Settlor. On acceptance of such notice by the Board and the Settlor and intimation by the Board and Settlor to the concerned Trustee of its acceptance, the Trustee giving the notice shall vacate office as Trustee.



[Handwritten signatures]

Bk - 4, CS No 122/2021 & Doct No
116 12021 . Sheet 11 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



- b) **Vacation/ Removal Of Office Of Trustee:** Without prejudice to the trust deed above, the office of a Trustee shall become vacant if:
- (i) An application received from Beneficiaries holding at least 90% of the Beneficial Interest in the Trust, with the consent of the Settlor;
 - (ii) The board of directors of the Trustee passes a resolution for the Trustee to be voluntarily wound up under the Companies Act, 2013, or any order of winding up against the Trustee is passed by any court;
 - (iii) Trustee is found to be of unsound mind by a Court of competent jurisdiction;
 - (iv) Trustee applies to be adjudicated or is adjudged an insolvent; or
 - (v) Trustee refuses to act, becomes unfit or is incapable of acting, or dies.
 - (vi) becomes bankrupt or makes any arrangement or composition with his creditors generally
 - (vii) forbidden to act as a Trustee pursuant to the Indian Trust Act, 1882 or any other Applicable Law; or
 - (viii) removed by the Settlor acting through its Board of Directors (or Compensation Committee) pursuant to terms of this Deed
- c) **Liability of exiting Trustee(s):** Notwithstanding the discharge of the Trustee(s), the Trustee(s) shall continue to be responsible and liable for all its past acts and deeds during its tenure as the Trustee(s). The Trustee(s) shall not be liable for any acts or omissions that occur after the date of discharge of its duties.
- d) **New or additional Trustee:**
- (i) If and so often as any Trustee(s) is removed or vacates office or resigns or ceases to hold office of trustee, as stated above, then in such event the Settlor shall appoint new Trustee(s) in place of such Trustee(s). Provided that the Settlor shall be under no obligation to fill any vacancy occasioned in respect of any Trustee(s) so long as the number of Trustees is not below the minimum fixed by this trust deed.
 - (ii) The Settlor shall from time to time appoint any additional trustees as the Trustees of the Trust.
 - (iii) Upon every appointment of new or additional Trustee(s), the Trust Fund shall be conveyed and transferred unto the new or additional Trustee(s) so as to legally vest the same in such new or additional Trustee(s) jointly with the surviving or continuing Trustees.
 - (iv) A new or additional Trustee shall have the same powers, authorities and discretions and shall in all respects act and be liable as if he had been originally named and joined as a Trustee under these presents.



[Handwritten signatures and initials]

Bk - 4, CS No 122/2021 & Doct No 116 / 2021 . Sheet 12 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



16. REMUNERATION OF THE TRUSTEES

The Trustee shall be paid a fee as may be mutually agreed between the Trustee and the Settlor in accordance with agreed terms in this regard.

17. POWERS OF THE TRUSTEE

Subject to the provisions of the Applicable Laws, the terms of this Deed and prior consultation with and written consent of the Settlor acting through its Board of Directors (or the Compensation Committee), the Trustee shall, in addition, and without prejudice to all powers conferred upon the Trustee by Applicable Law, have the following powers:

- a) to delegate any of its administrative functions or any business relating to the Trust (including the receipt or payment of money) to any one or more of its officials and may delegate any matters relating to the subscription and transfer of shares held by it and the administration and investment of the assets/funds of the Trust from time to time and of the income generated by such assets to such agents, administrators, advisers, custodians and managers or other professional advisers (whether remunerated or not) as they may determine and the Trustee may register or vest any of the assets from time to time comprised in the Schemes in the names of any other person as the nominee of the Trustee;
- b) to commence, carry on or defend proceedings relating to the Trust or the Schemes or the determination of any rights or obligations of the Employees and their dependents and others therein;
- c) generally, to execute and do all such acts and things as the Trustees may consider necessary or expedient for the maintenance and preservation of the Trust, Schemes and of the rights of the Eligible Employees and their dependents and others therein;
- d) to raise or borrow any sum or sums of money from the settlor or any other lender in such manner and upon such terms, as the Trustee may deem advisable in accordance with the Schemes or as deemed fit by the Board of Directors (or the Compensation Committee);
- e) to purchase Shares (directly from the company or through secondary acquisition) of the company for administration of the Schemes;
- f) to sell the shares to meet its obligations in terms of the Trust Deed;
- g) to invest any amounts of money forming part of the Trust Fund in the manner as defined in this Trust Deed;



[Handwritten signatures]

Bk - 4, CS No 122/2021 & Doct No
116 12021 . Sheet 13 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



- h) to appoint officers, administrators, managers or custodian or other professional advisers, consultants, from time to time as may be deemed fit and proper for the effective management of the Trust Fund or to assist the Trustee in the performance of its duties;
- i) to pay, discharge, reimburse the costs, charges and expenses in or about, the collection and for getting the income of the Trust Fund and management, administration of the Trust of these presents and all other costs, charges and expenses and outgoings in relation thereto. The Trustee shall not derive any benefit whatsoever, by the deployment/use of the property of the Trust;
- j) to hold the Trust Fund upon the Trust so that the net income thereof, and if necessary, the Initial Corpus or any part thereof, shall be used for all or any of the above welfare objects and purposes specified in this deed ;
- k) to delegate by a resolution in writing any of their power to the committee or such persons, as they think fit and proper;
- l) to wind up or dissolve the Trust;
- m) 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; and
- n) Subject to applicable laws the Trustees shall have the powers to administer the Zen Technology Limited Employee Stock Option Plan – 2021 and such other Schemes as may be set up by the Company from time to time.
- o) Opening and maintaining in the name of the Trust or in its own, bank account(s) and DEMAT accounts, and operating on the same or authorizing any other person to operate the same;
- p) Employing employees, agents, brokers, lawyers, accountants and others at such remuneration as they may think fit;
- q) Withdrawing any power and revoking any appointment of any employees or attorneys;
- r) Framing rules for the administration of the scheme(s) administered by the Trust, in compliance with the scheme documents, objects of the Trust and the SBEBASE Regulations and other applicable laws or administer the schemes in accordance with the guidelines set out in the scheme documents or as may be specified by the board of directors/ Nomination and Remuneration Committee of the Settlor, in accordance with applicable laws;
- s) Undertaking secondary acquisition of shares in accordance with and subject to the provisions of the SBEBASE Regulations;
- t) To maintain books of account of the trust as required under law including SBEBASE Regulations.



[Handwritten signatures and initials]

Bk - 4, CS No 122/2021 & Doct No
115 12021 . Sheet 14 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



- u) The Trustee(s) shall pay from the Trust Fund: (a) all taxes, duties and any other statutory charges or levies (and any interest or penalty chargeable thereon) that may be payable in any jurisdiction by or on behalf of the Trust; and (b) pay expenses for the objects of the Trust, including without limitation, fees payable to auditors and other advisors and agents appointed by the Trustee(s) pursuant to the provisions of this Deed; and
- v) The Trustee(s) shall be responsible for ensuring compliance with applicable laws, rules and regulations including but not limited to tax laws, tax deductions and tax filings of the Trust and shall be empowered to make representations, file documents and do all other acts which may be required in order to comply with applicable laws. The Trustee(s) shall make disclosures as required under the applicable laws, rules and regulations including but not limited to the Securities and Exchange Board of India (Substantial Acquisition and Takeover) Regulations, 2011 as amended from time to time and Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time.
- w) If and when the trust is required to make any payment to the Beneficiaries, it shall have the right to deduct any charges, taxes, levies or any dues to be paid by the beneficiary
- x) Making arrangements for financing the Trust activities and for said purpose to secure resources through the loan, credits or otherwise from institutions, body corporates or persons in accordance with applicable law and execute necessary documents as may be required in this regard
- y) To sell, dispose of, transfer, assign, charge or pledge any properties comprising the funds of the Trust (the "Trust Fund"), as permitted under applicable laws, including to any individual or to another trust or any other body corporate
- z) Except as permitted by law including SBEBASE Regulation, the trust shall not become a mechanism for trading in shares or shall not sell the shares in secondary market.

18. THE RIGHTS AND DUTIES OF THE TRUSTEES SHALL INCLUDE THE FOLLOWING:

- a) The Trustees shall be responsible for their own individual acts and defaults only and not for the acts and defaults of another of them nor for the acts or defaults of any banker, broker, auctioneer or other person into whose hands any Trust properties, monies, stocks, shares, funds or securities may be deposited or come nor for the insufficiency or deficiency of any properties, nor for any other loss unless the same shall happen through its willful default.
- b) The Trustees shall make such banking arrangements as they shall think fit, provided always that cheques drawn on the Trust Fund or other documents relating to the Trust may be signed by not less than two officials of the Trustee



[Handwritten signatures]

Bk - 4, CS No 122/2021 & Doct No 116 . Sheet 15 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



- c) The Trustees shall be liable to make necessary submissions/ filings with the respective authority under the Indian Trust Act, 1882 and other Applicable Laws.
- d) The Trustees shall maintain up-to-date records of the bank accounts and registers for the purpose of implementation of the Schemes. The Trustee shall maintain proper books of account, records and documents for each of the Schemes so as to explain its transactions in relation thereto and to disclose at any point of time the financial position of each scheme and, in particular, give a true and fair view of the state of affairs of each Scheme.
- e) The Trustees shall be entitled to manage and administer the Schemes in the manner the Trustee deems fit in accordance with applicable laws, subject to consultation with and determination of the Compensation Committee in this behalf.
- f) The Trustees shall cause true and accurate accounts to be kept of all monies received and accretion thereto and monies spent and of all the matters in respect thereof in course of management of properties or in relation to the carrying out of the objects and purposes of the Trust as well as all assets, credits, effects, properties of the Trust, and shall cause the accounts of the Trust be audited annually;
- g) The Trustees shall fulfil the purpose of the Trust and carry out the directions contained in this Deed.
- h) The Trustees shall deal with the Trust Fund as carefully as a man of ordinary prudence would deal with such property if it were his own.
- i) The Trustees shall accept all documents, notices, forms and instructions only from the authorized representatives of the Company or the Nomination and Remuneration Committee. The Trustee(s) shall not be responsible for the authenticity of any signature, stamp or seal of the Company or the Nomination and Remuneration Committee affixed to any endorsement on any certificate or any transfer or form of application endorsement or other document affecting the title to or transmission of interests in the Trust or be in any way liable for any forged or unauthorized signature, stamp or any seal affixed to such endorsement transfer or other document or for acting upon or giving effect to any such forged or unauthorized signature or seal.
- j) The Trustee(s) or other officer of the Trustee(s), as the case may be, shall not be under any liability on account of anything done or omitted to be done, including but not limited to Investments made by the Trustee(s), in good faith and with due care and diligence and in accordance with the recommendations of the Nomination and Remuneration Committee.
- k) The Trustee(s) or other officer of the Trustee(s), 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



[Handwritten signatures]

Bk - 4, CS No 122/2021 & Doct No
116 / 2021 . Sheet 16 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



way by the foregoing) other paper or document believed to be genuine and to have been passed, sealed or signed by the representatives of the Company or the Nomination and Remuneration Committee.

- l) Nothing herein contained shall exempt or indemnify the Trustee(s) for expenses incurred or losses suffered which arise out of a breach of trust or out of its (or Its affiliates or its permitted assignee's or its director's or officer's) actual fraud, willful misconduct, dishonesty and gross negligence of the terms and conditions of this Deed, the scheme or the applicable laws, and it shall solely be responsible for such expenses and losses.
- m) If the Trustee(s) is required by any applicable law to provide information regarding the Trust Fund and/or the Beneficiaries and the Trustee(s) comply with such request in good faith, whether or not it was in fact enforceable, the Trustee(s) shall not be liable to the Beneficiaries or any of them or to any other party as a result of such compliance or in connection with such compliance.
- n) Nothing herein contained shall be construed so as to prevent the Trustee(s) from acting as trustee of other trusts separate and distinct from the Trust and retaining for its own use and benefit all remuneration, profits and advantages which it may derive therefrom.

19. ADMINISTRATION OF THE SCHEMES

- a) The Trust may purchase, subscribe, seek allotment or acquire the shares of the company by utilizing the proceeds it receives from any/all sources permitted in this Deed, subject to Applicable Laws (including, without limitation, the SBEBASE Regulations). The Trust shall hold the Shares through the Trustee and be entitled to receive and exercise any and all benefits arising on account of the Trust Shares solely for and on behalf of, and for the exclusive benefit of the Beneficiaries.
- b) The Trustee undertakes and covenants that they shall hold the Shares, as issued to or acquired by the Trust, only for the benefit of the Beneficiaries, in the manner provided under this Deed and the Schemes and in compliance with Applicable Law (including, without limitation, the SBEBASE Regulations).
- c) The name and other details of Beneficiaries as may be intimated and/or identified from time to time by the Settlor acting through the Compensation Committee, the quantum of benefits to the Beneficiary along with such other details vesting period, vesting schedule exercise period, the process of exercise and such other terms and conditions thereof shall be forwarded to the Trustee by the Settlor acting through its Compensation Committee, along with an appropriate and simultaneous communication also sent in this regard to such Beneficiary, and Trust shall act



[Handwritten signatures]

Bk - 4, CS No 122/2021 & Doct No
116 1-2021 . Sheet 17 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



in accordance with the terms and conditions of the grant letters, instructions and subsequent communications sent by the compensation committee.

- d) The list of Beneficiaries may be modified amended from time to time by the Settlor acting through its Compensation Committee and the same shall be intimated to the Trustee on a prompt basis, keeping the Beneficiary simultaneously informed of such intimation.
- e) Subject to compliance with applicable laws, the sums borrowed or otherwise availed by the Trust shall be repaid to the company subject to such terms and conditions as may be decided between the Trust and the Company.
- f) The Beneficiaries who have been granted any Benefit under the Schemes framed by the Settlor can exercise such benefit in accordance with such terms and conditions as may be prescribed under the relevant Scheme and the procedure laid down in relation thereto and subject to compliance with the said Scheme and Applicable Laws for the time being in force.
- g) In the event of any Beneficiary ceasing to be in the service or employment (for any reason whatsoever) of the Participating Employer, as the case may be, he shall *ipso/acto* cease to be a Beneficiary.

20. DESCRIPTION OF THE CLASSES OF BENEFICIARIES:

Following classes of employees shall be eligible to participate in the Scheme:

- a) An employee as designated by the company, who is exclusively working in India or outside India ;or
- b) Director of the Company, whether a Whole Time Director or not including a non-executive director who is not a promoter or member of the promoter group but excluding an independent director; or
- c) An employee as defined in sub-clauses a or b of a group company including subsidiary or its associate company, in India or outside India, or of holding company of the Company, but does not include
 - (i) an employee who is a promoter or a person belonging to the promoter group; or
 - (ii) a director who either himself or through his relative or through any body corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the company

The identification and eligibility of the employees for the scheme shall be determined by the Nomination & Remuneration Committee based on the eligibility criteria as may be determined by the Board in compliance with the applicable laws.



Bk - 4, CS No 122/2021 & Doct No
116 12021 . Sheet 18 of 26 Sub Registrar
S.R.Nagar

Generated on: 24/09/2021 12:20:35 PM



21. THE RIGHTS AND OBLIGATIONS OF THE BENEFICIARIES SHALL INCLUDE THE FOLLOWING:

- a) The Beneficiaries shall have the right, with notice to the Trust, to inspect and take copies of this Deed, the audited and unaudited accounts of the Trust and any scheme related and other documents relating to the Trust, in accordance with the Trusts Act.
- b) 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 stock options granted to such Beneficiary, till equity shares of the Settlor are transferred upon exercise of stock options issued to such Beneficiary.
- c) Subject to applicable laws, the Trust Fund 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.
- d) 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 stock options granted to them by the Nomination and Remuneration Committee of the Settlor.
- e) In addition to the above, the Trustees shall have the power to prescribe any other rights, and obligations of the Beneficiaries, in accordance with applicable laws, and may also seek the recommendations of the Nomination and Remuneration Committee of the Settlor in this regard.

22. INDEMNIFICATION AND PROTECTION AGAINST FINANCIAL LOSS

- a) The Trustee may take such steps as it deems appropriate to protect the Trust, Trust Fund and its assets comprising the Trust Fund against any manner of insurable risk or financial loss which might arise out of the negligence or default (willful or otherwise) of the Trustee, officers, administrator, manager or custodian or other professional advisers by way of such insurance and in such amount as the Trustee shall determine, in consultation with the Settlor acting through its Board of Directors (or the Compensation Committee) arising from their gross negligence, breach of trust; provided that the costs of any indemnity in respect of the Participating Employer shall be met by the that Participating Employer.



[Handwritten signatures and initials]

Bk - 4, CS No 122/2021 & Doct No 116 / 2021 . Sheet 19 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



- b) The Trustee shall indemnify the Company against all proceedings, costs and expenses incurred by reason of any gross negligence, willful fraud, wrongdoing or breach of trust on part of the Trustee.

23. CONFIDENTIALITY

- a) The Trustee(s) hereby agree and covenant with the Settlor as follows:
- i. to keep confidential all the Confidential Information and not to disclose it to any third party unless required to do in the circumstances as provided for under this deed or unless agreed in writing between the Parties;
 - ii. to ensure that the disclosure of Confidential Information to any person being employees, accountants, service providers, consultants and agents and affiliates of the Trustee(s) shall be only if it is reasonably required for the purposes connected with the Deed and: (I) only if such persons are informed of the confidential nature of the Confidential Information; (ii) Trustee(s)'s obligations with regard to the same; (iii) and the Trustee(s) have entered into appropriate confidentiality arrangements with such persons.
- b) The Trustee(s) may disclose Confidential Information (a) where requested or required by any court of competent jurisdiction or any competent judicial, arbitral, governmental, or regulatory body (including under any applicable rules of such court or body) (b) in connection with any claim, action, proceeding or investigation pertaining to any transaction or matter has done or to be done pursuant to this Deed.
- c) If the Trustee(s) is required by an Applicable Law to provide Confidential Information specifically regarding the Trust Fund and/or Beneficiaries and the Trustee(s) comply with such request in good faith, then subject to this Deed, the Trustee(s) shall not be liable to the Beneficiaries or any of them or any other party as a result of such compliance or in connection with such compliance.
- d) For the purpose of this clause, the term "**Confidential Information**" shall mean any non-public information relating to the Company and provided to the Trustee(s) by the Company, and information in respect of transactions of the Trust which has come to the Trustees knowledge in discharge of its duties under these presents, but excludes information that is or becomes public knowledge.



A handwritten signature in blue ink, appearing to be "Ravi".

A handwritten signature in blue ink, appearing to be "Syam".

A handwritten signature in blue ink, appearing to be "Joshi".

Bk - 4, CS No 122/2021 & Doct No
116 / 2021 . Sheet 20 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



24. AMENDMENT

Except with the consent of the Settlor acting through its Board of Directors (or the Compensation Committee), the Trustee shall not alter, amend or modify by any agreement in writing or otherwise any of the provisions of this Deed.

25. NOTICE

Any notice which under the provisions of this Deed consent, request, demand, approval or other communication to be given or made under or in connection with this Trust Deed (each, a "Notice" for the purposes of this clause) shall be in English, in writing (by hand/ electronic mail) and signed by or on behalf of the person giving it and delivered or addressed to the Trustee at its registered office, with a copy of the notice simultaneously marked to the Compensation Committee at the registered office of the Company.

26. IRREVOCABILITY, TERMINATION /DISSOLUTION

The Trust shall be irrevocable. However, the Trust shall cease to exist upon exhaustion of the property of the Trust or the Trust may be determined upon:

- a) Beneficiaries holding at least 90% of the Beneficial Interest in the Trust, with the consent of Settlor, instruct the Trustees to terminate the Trust.
- b) Upon fulfilment of the objects of Trust;
- c) The purpose for which Trust was set up becomes unlawful;
- d) If there exists no Beneficiary;
- e) If the fulfilment of its purpose becomes impossible by the destruction of the property of the Trust or otherwise; or
- f) If the Trustee, upon such intimation consultation and approval by the Settlor acting through its Board of Directors (or the Compensation Committee), subject to applicable laws determine the trust and cause the dissolution of the Trust.

In the event of determination/ dissolution of Trust in accordance with the terms of this Deed:

- a) The Trust Fund shall first be applied towards repaying loans availed by the Trust if any;
- b) The remainder of the Trust Fund shall be used to meet all liabilities of the Trust;



Bk - 4, CS No 122/2021 & Doct No
116 12021. Sheet 21 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



- c) The remaining amount shall be distributed to any one or more or all of the Beneficiaries in equal or any other proportion and on such terms and conditions as deemed fit by the Trust, in consultation with and as recommended by the Compensation Committee.
- d) In case of winding up of the schemes being implemented by a company, the excess monies or shares remaining with the trust after meeting all the obligations, if any, shall be utilised for repayment of loan or by way of distribution to employees or subject to approval of the shareholders, be transferred to another scheme under these regulations, as recommended by the compensation committee.

27. LAW AND CURRENCY

This Deed shall be interpreted in accordance with and governed by the applicable laws of India and all contributions and benefits payable shall be made in India in Indian Rupees.

28. GOVERNING LAW AND JURISDICTION:

This deed and the relationship between the Settlor, Trustee and Beneficiaries hereto shall be interpreted in accordance with the applicable laws of India. If at any time hereafter any dispute, difference or question shall arise between the Settlor, the Trustees, beneficiaries, or their dependents, legal representatives, legal heirs, nominees, etc., every such dispute or question shall be decided amicably through mediations and conciliation in accordance with applicable laws. This Trust has been established under the provisions of the Trusts Act. This deed and any matters arising in connection thereof shall be governed by the laws of India and the courts at Hyderabad shall have exclusive jurisdiction over matters or issues arising out of this deed.



Signature *for* *consult*

Bk - 4, CS No 122/2021 & Doct No
116 / 2021. Sheet 22 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM

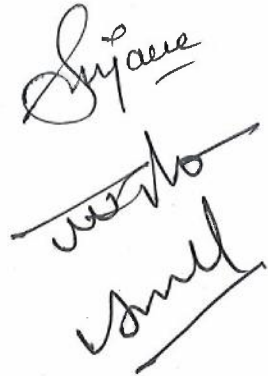


THE COMMON SEAL of **Zen Technologies Limited**, the above named Settlor is hereunto affixed pursuant to a Resolution of its Board passed in that behalf on the 24th day of July, 2021 for constitution of the Trust in that behalf in the presence of the under mentioned authorised signatory and the Company Secretary of the Settlor:



K Ramprasad

Senior Accounts officer



Hansraj Singh

Company Secretary

Bk - 4, CS No 122/2021 & Doct No
116 / 2021. Sheet 23 of 26 Sub Registrar
S.R.Nagar






Generated on: 24/09/2021 12:20:35 PM



IN WITNESS WHEREOF the parties hereto have executed these presents on 24th day of September, 2021 at Hyderabad.



SIGNED, SEALED AND DELIVERED by the below named Trustees

Ms. Sujana Baru	
Mr. Maddipatla Vijaya Rama Rao	
Mr. Gadde Vamsi Kumar	

WITNESSES: -

1. 

2. 

Bk - 4, CS No 122/2021 & Doct No
116 / 2021. Sheet 24 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM





भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

व्यक्ति:

S/O K Appala Swamy,
8-7/27, hema nagar,
boduppal, ghatkesar
mandal, Uppal,
Rangareddi,
Andhra Pradesh -
500039

Address:
S/O K Appala Swamy, 8-7/27, hema
nagar, boduppal, ghatkesar mandal,
Uppal, Rangareddi,
Andhra Pradesh - 500039



भारत सरकार
GOVERNMENT OF INDIA



Kalla Ramprasad
Kalla Ramprasad
जन्म तिथि/ DOB: 01/07/1961
पुरुष / MALE



~~9240~~

~~9240~~

Aadhaar - Aam Admi ka Adhikar

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

व्यक्ति: श्री बी वी कृष्णा राव, 221/बी, एस
नगर, अमैरपेट, सन्जिव रेड्डी नगर,
मिर्झापुर, हैदराबाद, तेलंगाना,
500038

Address:
W/o: B V Krishna Rao, 221/b, S R
Nagar, Ameerpet, Sanjeev Reddy
Nagar, Ameerpet, Hyderabad,
Telangana, 500038

Signature



1947
1800 300 1947



help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001



भारत सरकार
GOVERNMENT OF INDIA



सुजाना बारु
Sujana Baru
DOB: 06-01-1974
Gender: Female



~~4680~~ 4680

आधार - आम आदमी का अधिकार



भारत विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

व्यक्ति: श्री जी. नागमलेश्वर राव, 2-3-364/1,
सैनगर कॉलोनी रोड नं-7,
रैलवे स्टेशन, सैनगर, अमैरपेट,
हैदराबाद, तेलंगाना, 500068

Address: S/O G Nagamalleswara
Rao, 2-3-364/1, sainagar colony
road no-7, reliance tower, nagole,
LB Nagar, Rangareddi, Andhra
Pradesh, 600068



भारत सरकार
GOVERNMENT OF INDIA



गददे वंसी कुमार
Gadda Vamsi Kumar

पुष्टि संवत्सर/Year of Birth: 1982
पुरुष/ Male



~~6274~~ 6274

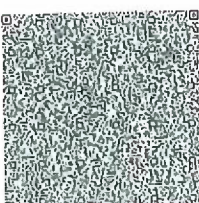
आधार - सामान्य नागरिक का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

व्यक्ति: श्री मद्दिपट्टा विजय राम राव, 203,
मैत्रुसरी नगर, मियपुर, क.व.
रंगारेड्डी, तेलंगाना, 500049

Address: C/O: Maddipatla Kondiah, Flat
No 301, Plot 450, Treasure Hill Apt, Road
No 2/3, Mairusri Nagar, Miyapur, K.v.
Rangareddy, Telangana, 500049



~~5343~~ 5343

1947

help@uidai.gov.in

www.uidai.gov.in



भारत सरकार
Government of India



मद्दिपट्टा विजय राम राव
Maddipatla Vijaya Rama Rao
पुष्टि संवत्सर / DOB: 21/08/1976
पुरुष / Male



~~5343~~ 5343




मेरा आधार, मेरी पहचान

Bk - 4, CS No 122/2021 & Doct No 116 Sub Registrar
/16 2021 . Sheet 25 of 26 S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM



 భారత ప్రభుత్వం Government of India	 ఆధార్	 భారత విశిష్ట గుర్తింపు ప్రాథికార సంస్థ Unique Identification Authority of India
 <p>క్రికాంత్ బాలరు Srikanth Balaru పుట్టిన తేదీ/DOB: 17/08/1991 పురుషుడు/ MALE</p>	Issue Date: 08/10/2020	<p>వివరాలు: S/O అంజలయ్య, 1-4-604, P M H Colony, కామారెడ్డి, కామారెడ్డి, నీలగంగా, తెలంగాణ - 503111</p> <p>Address: S/O, Anjalay, 1-4-604, P M H Colony, Kamareddy, Kamareddy, Nizamabad, Telangana - 503111</p>
		
అధికారి 9579 VID : 9182 5520 3242 8601		
నా ఆధార్, నా గుర్తింపు		



आधार

भारतीय विशिष्ट पहचान प्राधिकरण

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

విధానము:
S/O కండి బిల్లింగం, 14-1-209/628, పరవత నగర్,
గవర్నమెంట్ మేనేజ్ హాస్పిటల్, ఆల్లూర్, కూకట్‌పల్లి, మెదకల్గిరి,
మెదకల్, బాలనగర్, కె.వి.రంగారెడ్డి,
తెలంగాణ - 500018

Address :
S/O Kandli Ballingam, 14-1-209/628, Parvath Nagar,
Government PHC Hospital, Allapur, Kukatapally,
Maikajigiri, Medchal, Balanagar, K.V. Rangareddy,
Telangana - 500018



Download Date: 18/02/2019



Generation Date: 17/09/2018


भारत सरकार
GOVERNMENT OF INDIA


కండి మనోజ్ కుమార్
Kandi Manoj Kumar
పుట్టిన తేదీ/DOB: 30/01/1999
పురుషుడు/ MALE
Mobile No: 9951423403



3697 0210 4542
VID : 9162 2244 1691 6770

MERA AADHAAR, MERI PEHCHAN

Bk - 4, CS No 122/2021 & Doct No
116 / 2021 . Sheet 26 of 26 Sub Registrar
S.R.Nagar



Generated on: 24/09/2021 12:20:35 PM

