



August 17, 2022

Scrip Code - 534597

RTNINDIA

**BSE Limited**  
Phiroze Jeejeebhoy Towers,  
Dalal Street,  
MUMBAI - 400 001

**National Stock Exchange of India Limited**  
"Exchange Plaza", Bandra-Kurla Complex  
Bandra (East),  
MUMBAI - 400 051

Dear Sir/Madam,

**Sub: Submission of Trust Deed for "RattanIndia Enterprises Limited Employee Welfare Trust" 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 please find enclosed the copy of Trust Deed for "RattanIndia Enterprises Limited Employee Welfare Trust".

You are requested to take the same on record.

Thanking You,

Yours faithfully,  
**For RattanIndia Enterprises Limited**

  
**Rajesh Arora**  
Company Secretary



Encl: a/a

**RattanIndia Enterprises Limited**

(formerly RattanIndia Infrastructure Limited)

CIN: L74110DL2010PLC210263

**Registered Office:** 5th Floor, Tower-B, Worldmark 1, Aerocity, New Delhi -110037

**Website:** www.rttm.in, **E-mail:** rel@rattanindia.com, **Phone:** 011 46611666

RIEL/2022/00211



**TRUST DEED**  
**(e-stamp certificate No.IN-DL60443022438408U)**

Stamp duty paid @ 3% on Rs.15,000/- : Rs.450/-

This Indenture of trust made at New Delhi on 15<sup>th</sup> day of July 2022 (hereinafter referred to as the "Effective Date")

BETWEEN

RattanIndia Enterprises Limited, a company limited by shares, incorporated under the Companies Act, 1956, having Corporate Identification Number L74110DL2010PLC210263 and its Registered Office at 5th Floor, Tower-B, Worldmark 1, Aerocity, New Delhi - 110037 (hereinafter referred to as the "**Settlor**"), of the FIRST PART, acting through its authorized representative, the Mr. Rajesh Kumar Arora, authorized vide the resolution passed by the Board of Directors of the Company on 30<sup>th</sup> May 2022

AND

- 1) Mr. Manoj Kumar
- 2) Mr. Surinder Kumar Aery
- 3) Mr. Sandeep Mittal

(Hereinafter referred to as the "**Trustee**" individually and "**Trustees**" collectively, which expression shall unless repugnant to the context or meaning thereof, be deemed to include all Trustees of this Trust from time to time, survivors and the legal representatives, executors and administrators and successors of the last surviving Trustee), of the SECOND PART,

WHEREAS

A. The Settlor is engaged in multifarious businesses, including the new age businesses, directly and through its Group Companies (as defined hereunder). AND

B. The outstanding equity shares of the Settlor are listed on National Stock Exchange of India Limited and BSE Limited. AND

C. The Settlor has always looked upon and treated its employees and that of its Group companies as a key resource which needs to be preserved and further augmented from time to time, all of which requires attracting good employee talent to the Settlor and the Group Companies and its retention and motivation, through appropriate rewards and incentives. AND

D. Towards this end, the Settlor has instituted /proposes to institute, employee stock option schemes to be administered through an employee welfare trust, sought to be settled for the purpose, so as to administer and implement employee stock option schemes or such employee benefit schemes in accordance with Applicable Law. In order to effectuate the foregoing, the Board of Directors of the Settlor vide its resolution dated 30<sup>th</sup> May 2022 accorded its consent to bring into existence an irrevocable trust, named as RattanIndia Enterprises Limited Employee Welfare Trust ("Trust") with principal office at House No.9, First Floor, Village Hauz Khas, South West Delhi, New Delhi- 110016 followed by the Shareholders according

for RattanIndia Enterprises Ltd.

*RK Arora*  
 Authorized Signatory



*Manoj* *Sandeep Mittal*



their consent to implement the employee benefit schemes via the said Trust in this regard, vide a resolution passed on 30th May 2022.

E. Subsequently the following steps were taken and:

(a) Mr Manoj Kumar, Mr Surinder Kumar Aery and Mr Sandeep Mittal were approached by the Settlor and consented to act as the first trustees of the Trust and to accept the Trust being set up under these presents, being testified by execution hereof (hereinafter referred to as the "Trustee" individually and "Trustees" collectively).

(b) a sum of INR 15,000 (Rupees Fifteen Thousand) was handed over to the Trustees and the receipt of the same acknowledged by them as the money received as the initial corpus of the Trust ("**Initial Corpus**") AND

F. The Settlor and the Trustees have agreed and executed a Trust Deed on July 1, 2022 to record therein, the nature and scope of the Trust and their respective rights, duties, and entitlements, with respect to the Trust.

1. NOW THIS TRUST DEED WITNESSETH AS FOLLOWS:

#### 1.1 Definitions

In these presents unless there is anything repugnant to the context or meaning thereof:

**a) Applicable Law:** means the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021; the Companies Act, 2013 and the Indian Trust Act 1982, as amended from time to time, read with the rules and regulations framed under such statutes, together with all relevant notifications, circulars and the various laws relating to securities, exchange control, taxes, or other corporate laws, to the extent applicable.

**b) Beneficiary:** shall mean (i) an Employee, as selected by the Settlor and/or the Committee and intimated to the Trustee from time to time; (ii) holder of Options or other persons as mentioned in this deed, having such rights and obligations conferred under the employee stock option schemes of the Company, as are lawfully available under the provisions of the Applicable Law; and (iii) includes, where the context so requires, the heirs, executors and administrators of the deceased Beneficiary.

**c) Board:** shall mean the board of directors of the Settlor.

**d) Board of Trustees** means all Trustees existing at any point of time during the Trust Period.

**e) Committee:** means the Nomination and Remuneration Committee of the Company as presently constituted and as reconstituted by the Board from time to time, pursuant to Section 178 of the Companies Act, 2013 read with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2018.

**f) Deed:** means this deed and shall deem to include any legally effective variation, modification, amendment, or substitution thereof.

RattanIndia Enterprises Ltd.

RK Aery  
Secretary



Manoj Kumar  
Sandeep Mittal



**Deed Related Detail**

Deed Name	TRUST	TRUST (MOVABLE)
<b>Land Detail</b>		
Tehsil/Sub Tehsil	SR V A Hauz Khas	Building Type
Village/City	Hauz Khas	
Place (Segment)	Hauz Khas	
Property Type	Residential	
Property Address	House No.:HNO-9 FF.	Road No.: Hauz Khas
Area of Property	50.00 Sq.Yard	0.00 0.00
<b>Money Related Detail</b>		
Consideration Amount	15,000.00 Rupees	Stamp Duty Paid 450.00 Rupees
Value of Registration Fee	1,000.00 Rupees	Pasting Fee 100.00 Ruppees

This document of TRUST TRUST (MOVABLE)  
 Presented by: Sh/Smt. S/o, W/o R/o  
 RATTANINDIA ENTERPRISES LIMITED NA HNO-9 FF VILL HAUZ KHAS NEW DELHI  
 in the office of the Sub Registrar Delhi this 15/07/2022 12:00:00AM day Friday between the hours of

Signature of Presenter  
*Sandeep Mittal*

Registrar/Sub Registrar  
 SR V A Hauz Khas  
 Delhi/New Delhi

Execution admitted by the said: Shri / Ms.  
 RATTANINDIA ENTERPRISES LIMITED EMPLOYEE WELFARE TRUST THR SETTLOR RAJESH KUMAR TIWARI  
 and Shri / Ms.  
 RATTANINDIA ENTERPRISES LIMITED EMPLOYEE WELFARE TRUST THR TRUSTEE MANOJ KUMAR, RATTANINDIA EN  
 Who is/are identified by Shri/Smt Km. RAHUL MUTREJA S/o W/o D/o KRISHNA DEVI R/o 1472 SEC-4 URBAN ESTATE GURGAON HR  
 and Shri/Smt. Km SHIVANI SHARMA S/o W/o D/o YOGESH SHARMA R/o D-31 STR NO-1/2 ASHOK NAGAR ND  
 (Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.  
 Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence.

Date 15/07/2022 12:56:31  
*Ravi*



Registrar/Sub Registrar  
 SR V A Hauz Khas  
 Delhi/New Delhi

**g) Director:** means any member of the Board.

**h) Effective Date:** means the date on which this deed is executed, with effect from which date the Trust shall be deemed to have come into existence and force.

**i) Employee:** shall have the same definition as ascribed to it under SEBI SBEB Regulations.

**j) Group Company:** means the:

(i) subsidiaries(s) of the Settlor as on the Effective Date or those formed/ acquired in future, including the subsidiaries outside India, as the term 'Subsidiary' is defined under the Companies Act, 2013.

(ii) the holding company if any, of the Settlor in future, as the term is defined under the Companies Act, 2013.

(iii) associate(s) of the Settlor as on the Effective date or those entities which may so become in future, as the term 'Associate' is defined under the Companies Act, 2013.

(iv) such other company which falls within the purview of the definition of the term Group Company, as contained in the SEBI SBEB Regulations.

**k) Option:** means an employee stock option granted to and/ or vested in a Beneficiary in accordance with the employee stock option plan implemented by the Company, which gives such Beneficiary the right but not an obligation to acquire at a future date, the Shares underlying the Options, at a pre-determined price.

**l) Shares:** means the equity shares of Settlor having a face value of INR 2 per share or such other changed face value, as may at any time be fixed in future.

**m) SEBI SBEB Regulations:** means the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended and reenacted from time to time including all notifications, circulars, guidelines and clarifications issued from time to time.

**n) Trust:** means this irrevocable trust namely Rattan India Enterprises Limited Employees Benefit Trust.

**o) Trust Fund / Trust Property:** means the aggregate of the Initial Corpus as referred to in recital E above, which expression, unless repugnant to the subject or context shall also include any other property and investments of any kind including Shares whatever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Trustees or come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents including all donations, gifts, bequests and legacies either in cash or other properties movable or immovable or otherwise, howsoever which may be received by the Trustees from time to time for the purpose of these presents and all accretions thereto and income including capital gains arising there from or related thereto settled upon the Trust and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.

For Rattan India Enterprises Ltd.



*Manoj* *Sanjay* *Sanjay*

p) **Trust Period:** means the period beginning from the Effective Date and enduring till the earlier of winding up of the Settlor or dissolution of the Trust.

## 1.2 Interpretation:

Unless otherwise provided or unless the subject or context otherwise requires, in this Deed:

- a) The words and expressions used in capitalized form and not defined in this Deed but defined in the applicable benefit schemes of the Settlor, as adopted by it and in the relevant provisions of the Applicable Law, shall have the meanings respectively assigned to them first in the applicable benefit schemes of the Settlor and then in the Applicable Law, as the context requires.
- b) Any reference to the provisions of any statute shall be deemed to include reference to the same as in force (including any amendment or re-enactment) at the time the matter relating thereto occurs.
- c) Clause headings are inserted for ease of reference only and shall not affect the interpretation of this Deed.
- d) Words and expressions defined in the Companies Act, 2013 shall bear the same meanings herein.
- e) Words denoting one gender shall include all genders; words denoting company shall include body corporate, corporations, and trusts and vice versa.
- f) The words used in this Deed in singular form shall refer to its plural form and vice versa as the context requires. For instance, the terms "Trustee" or "Trustees" shall be read and construed in the context of a sole Trustee or more than one Trustee.
- g) Reference in this Deed to any document, security or agreement includes reference to such document, security or agreement as amended, novated, supplemented, varied or replaced from time to time.
- h) Reference to "this Deed" means this Deed together with its recitals and the employee stock option schemes of the Settlor, referred to herein; and
- i) The words "including", "include" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words.

## 2. Settlement of Trust

2.1 For effectuating the said desire and in consideration of this deed, the Settlor hereby declares that it has, prior to the execution of these presents, handed over to the Trustees, the Trust Property which presently comprises of the Initial Corpus.

By **Ratanindia Enterprises Ltd.**



*Manoj K. J.* *Sandeep K. J.*



2.2 The Trustees shall henceforth during the continuance of the Trust, hold and stand possessed of the Trust Property upon Trust, for the benefit of the Beneficiaries, subject to power, provisions, agreements and declarations hereinafter entered into/ declared, concerning the same.

### 3. Name and Principal Office of the Trust

3.1 Name of the Trust hereby established shall be RattanIndia Enterprises Limited Employee Welfare Trust.

3.2 The Principal Office of the Trust shall be at H.No 9, First Floor, Village Hauz Khas, South West Delhi, New Delhi- 110016.

### 4 Irrevocable Trust

The Trust shall be irrevocable for all times and the Settlor does hereby release, relinquish, disclaim and surrender all his rights, title, interest or powers in the Trust Property.

### 5. Objects of the Trust

The Objects of the Trust shall include inter alia:

a) administering, managing, funding and implementing the employee stock option schemes or such other employee benefit schemes of the Settlor, from time to time in accordance with such schemes and Applicable Law.

b) acquiring Shares from the open market, by way of gifts or any other permitted mode, order, to hold and transfer such Shares to the Beneficiaries, upon exercise of options as envisaged under applicable employee stock option schemes / benefit schemes.

c) investment and holding of the Trust Fund in accordance with the directions of the Committee or the Settlor and the Applicable Law for the purpose of welfare of the Beneficiaries.

d) to utilize, apply, distribute the Trust Fund for the welfare of the Beneficiaries and meeting the costs for administration of the Trust or any other allied activities for the fulfilment of the aforesaid objectives.

e) performing such other acts, deeds or things independently or in conjunction with the other objects or matters, as in the opinion of the Trustees, are incidental or conducive to the welfare of the Beneficiaries.

### 6. Trust Fund and its Application

6.1 The Trustees shall hold, and stand possessed of the Trust Fund, including any investment made out of such fund and any accumulation, addition and accretion thereof including dividend on Shares / or other investments held.

6.2 If any person shall transfer to the Trustees any sum of money or contribution with the intent that the same shall be held upon the Trust declared by these presents, such sum of

for RattanIndia Enterprises Ltd.

RKASAP  
Secretary



Manoj [Signature]

Sankar MITRA

money or contribution shall be consolidated with and form one fund with the Trust in all respects as if the same had been originally comprised in the Trust Fund.

- 6.3 The Trustees shall hold, pay, apply and deal with the Trust Fund in all respects for the purposes of the employee stock option schemes / employee benefit schemes of the Settlor and as therein directed and as generally required to carry out the provisions of the employee stock option schemes/ employee benefit schemes of the Settlor and other permissible objectives as outlined in the foregoing paragraphs.
- 6.4 The Trustees shall permit the Trust Fund to remain in cash or deposit the same or any part thereof with any banks in India or invest in one or more of the ways as it deems fit, or may acquire therefrom or from borrowings, Shares and other investments and other sources as permitted under the applicable employee benefit schemes / employee stock option schemes of the Settlor and the Applicable Law. It shall be lawful for the Trustees to receive funds by way of gifts, donations, bequests, loan and legacies from any persons including bodies corporate, firms, trusts or institutions and the same may remain in cash or may be deposited in a first claim bank or may be invested in fully paid or partly paid Shares (by way of subscription or otherwise) of the Settlor or in any other investments that the Trustees may unanimously approve with a view to optimize returns on idle funds. It should be made distinctly understood that the Trustees shall not acquire any other property from out of the funds available except for those that are required for smooth and efficient management and administration of the affairs of the Trust, as may be mutually decided by the Trustees from time to time.

It is hereby clarified that the directions contained in this Deed are absolute and shall not be deemed to be curtailed, restricted or otherwise limited by, under or in pursuance of the provisions of Section 20 of the Indian Trusts Act, 1882 regarding the investment of the Trust Fund, consisting of money, which cannot be applied immediately or at an early date to the purposes of the Trust.

- 6.5 The Trustees shall ensure that the Trust shall not enter into any derivatives contract or purchase or sell or deal in any derivatives product either directly or through any broker or any agent in any part of the world.
- 6.6 Without detracting in any way from the generality of the foregoing, the Trust Fund will be applied for the purpose of distribution at the end of the Trust Period amongst the Beneficiaries or anyone or more of them to the exclusion of the other or others in such proportion and in such manner in all respects as the Trustees may deem fit subject to the instruction of the Settlor.

## 7. Power to borrow

The Trustees are empowered to borrow funds from the Settlor and/or any other person for the purpose of fulfilling the objective of the Trust as mentioned herein on such terms and conditions as it deems fit provided that if the loan is being provided by the Settlor the same shall be in accordance with the Applicable Law including but not limited to Companies Act, 2013.

## 8. Trust Property

For Ratification of the Trust



*RK Agarwal*

*Manoj*

*[Signature]*

*Sandeep Mehta*

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

8.2 The Trustees shall hold the Trust Property for the exclusive purpose of the employee stock option schemes of the Settlor. To the extent, any such property in excess of the requirement of such employee stock option schemes / employee benefit schemes, may be applied for the benefit of all the Beneficiaries or any one or more of them to the exclusion of the other or others in such share and in such manner and in all respects as instructed by the Settlor.

## 9. Beneficiaries.

9.1 The Trustees shall add Beneficiaries from time to time as intimated by the Committee / Settlor by way of a written communication. Any addition of Beneficiaries shall be subject to the terms of the applicable employee benefit schemes / employee stock option schemes or such other terms that the Committee / Settlor may lay down in that regard.

9.2 In the event of any Beneficiary ceasing to be an Eligible Employee, he or she shall *ipso facto* cease to be a Beneficiary under these presents unless otherwise decided by the Committee and communicated to the Trustees.

9.3 The Trust has been created in accordance with the Indian Trusts Act, 1882 and the rights and obligations of the Beneficiaries shall be as provided under the said statute.

9.4 The Trustees undertake to act in the interest of the Beneficiaries of the Trust. Subject to the provisions of the Applicable Law, the Trustees will not act in any manner or include any provision in the Trust Deed that would be detrimental to the interests of the Beneficiaries.

## 10 Employee benefit schemes of the Settlor subject matter of Trust

10.1 The Settlor has framed the employee stock option schemes or shall frame such employee benefit schemes for the benefit of Employees to participate in the stock ownership of the Settlor / welfare of the Employees subject to the conditions mentioned in such schemes and provisions of the Applicable Law.

10.2 The administration of the schemes referred to in Clause 10.1 shall be undertaken by the Trustees in accordance with the directions of the Committee and / or the Settlor including but not limited to dealing with the Trust Fund for the purpose of the

for Rattal Enterprises



Manager

Sandip Mehta



schemes.

## 11. Embargo on sale of Shares / Voting on Shares

In the event the Trust/ Trustee is in possession of Shares:

- a) it is not permitted to sell, transfer or otherwise dispose of the same, except in compliance with a direction or permission of the Settlor and in accordance with the Applicable Law and the terms of employee stock option schemes / employee benefit schemes;
- b) subject to Applicable Law, may vote on the Shares. It is hereby clarified that as on the date of execution of this Deed, SBEB Regulations prohibit voting on Shares held by the Trustees.

## 12. Trustees

- 12.1 The maximum number of Trustees, including the First Trustees, shall not exceed five.
- 12.2 The continuance of a Trustee in such capacity shall be at the discretion of the Settlor and his appointment as a Trustee shall forthwith be cancelled and his office vacated on receipt of a written intimation from the Settlor to this effect to the concerned Trustee and other continuing Trustees, if any.
- 12.3 If the office of a Trustee is vacated, either by death, insanity, resignation, insolvency, refusal or neglect to act as Trustee or on his otherwise becoming incapable or unable to act in the Trust of these presents, the Settlor shall be under no obligation to fill the vacancy occasioned in respect of any Trustees so removed or any other vacancy in the number of Trustees until it thinks fit and so long as the number of Trustees reduces to less than two and pending the filling-in of any vacancy, the continuing Trustees shall have power to act.
- 12.4 Upon any appointment or re-appointment of a new or additional Trustee, the Trust Property shall if and so far as may be necessary or be required, be deemed to be transferred so that the same may be vested in all the Trustees for the time being (including the re-appointed, new or additional Trustee), and such re-appointed, new or additional Trustee shall have the same powers authorities and discretion as if he had been originally appointed a Trustee of this Deed.
- 12.5 If the Trustees hereby appointed or any of them or any future Trustees shall die or be out of India for more than one year continuously or become bankrupt or insolvent or desire to be discharged or refuse to, or become unfit or incapable to act, then, and in every such case, it shall be lawful for the surviving or continuing Trustees for the time being with the approval of the Settlor, to appoint a new Trustee and upon every such appointment the Trust Property shall (if and so far the nature of the funds or other circumstances shall require or admit) be transferred so that the same shall be vested in the Trustees for the being.
- 12.6 Without prejudice to relevant provisions of Applicable Law and subject to cognizance of Settlor, a Trustee shall stand discharged from his office on tendering resignation in

Rattan Enterprises Limited



Mangaj [Signature] Sandeep [Signature]

writing or on the happening of any of the disqualifying events mentioned in Sub-clause 12.5 above.

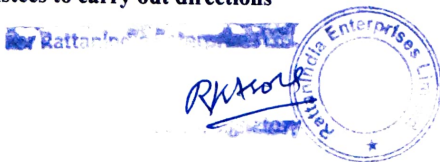
### 13. Formation of Rules and Regulations by Trustees

- 13.1 It shall be lawful for the Trustees from time to time to frame such rules and regulations, in compliance with the Employee stock option schemes of the Settlor, object of the Trust and Applicable Law, for the management and administration of the Trust as they shall think fit and to add, alter, amend, substitute or vary the same and to make new rules and regulations provided that such rules and regulations shall not be inconsistent with the objects and interests of the Trust. However, the Trustees shall not have any power under this clause to vary the employee stock option schemes / employee benefit schemes of the Settlor nor this Deed and the said power shall rest with the Settlor.
- 13.2 If the Settlor or any company/ entity into which the Settlor is amalgamated or merged, ceases to exist on account of winding up or dissolution or otherwise, then in such event, the Trustees of the Trust shall step into the place of the Settlor and such Trustees shall jointly exercise or fulfil as the case may be the rights and obligations cast upon the Settlor in this Deed.

### 14. Meetings of Trustees

- 14.1 The quorum for meetings of the Trustees shall be one third of the total number of Trustees on the Board of Trustees or two trustees whichever is higher, present in person or through video conferencing or through any other mode permissible under the Applicable Law. In case the requisite quorum is not present within half an hour of the meeting, it shall stand adjourned till decided again by the Trustees. The Trustees shall, except with reference to the requirement of quorum, be entitled from time to time to alter or change their procedure as framed or regulated.
- 14.2 Board of Trustees may call such number of meetings as thought fit in a financial year.
- 14.3 A meeting of the Trustees for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under the trust vested in the Trustees or otherwise exercisable by them.
- 14.4 In case of more than one Trustee, such Trustees may from time to time elect from among the Trustees a Chairman of the Board of Trustees and determine the period for which he is to hold office. If at any meeting of the Board of Trustees, the Chairman is not present within thirty minutes of the time appointed for holding the same, the Trustees present may choose one of their numbers to be the Chairman of the meeting. The Chairman may preside at all meetings of the Trustees.
- 14.5 Decisions in a meeting of Trustees shall be taken on the basis of will of the majority which shall be binding on all Trustees including the dissenting Trustees if any.
- 14.6 Any decision arrived at by the Trustees should be promptly communicated in a timely manner to the Committees and the Settlor through the Other Trustees

### 15 Trustees to carry out directions



*Manoj*

*Sandeep Mittal*

- 15.1 Notwithstanding anything contained to the contrary elsewhere in this Deed, the Trustees shall comply with and carry out all such directions and recommendations as may be given by the Settlor (or any person or persons appointed by the Settlor, including its Board and the Committee) from time to time in relation to any matter with respect to which the Settlor has power under this Deed, under the employee stock option schemes / employee benefit schemes of the Settlor, or under Applicable Law to direct, determine or decide. For removal of doubts, it is clarified that the Board or Committee are empowered and entitled without any further formalities or approvals to give directions and recommendations on behalf of the Settlor under this Clause.

## 16. Duties of the Trustees

16.1 Notwithstanding anything contained elsewhere in this Deed, the Trust and the Trustees shall always act in accordance with:

- a) the objects of the Trust;
- b) the guidelines of the Committee and code of conduct on Insider Trading and other regulatory aspects, existing or framed in future;
- c) provisions of the Applicable Law; and
- d) the terms & conditions of the Employee stock option schemes of the Settlor .

16.2 The Trustees shall act in the 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.

16.3 The Trustees shall keep or cause to be kept proper books of account and the accounts shall be audited annually by a chartered accountant or a firm of chartered accountants as auditors. Given that the Trust is involved in administration of the employee stock option scheme / employee benefit schemes of the Settlor, the Trust acting through the Trustees shall keep and maintain proper books of account, records and documents for the schemes so as to explain its transactions and to disclose at any point of time the financial position of the schemes and in particular give a true and fair view of the state of affairs of the schemes. The Trust shall additionally comply with any requirements of the regulations notified by the Securities Exchange Board of India and directions (if any) of the Committee on maintenance of such books and records.

## 17. Powers of Trustees

17.1 Subject to the duties mentioned above, the Trustees shall have the following powers and discretions:

- a) full power and discretion to agree with the Settlor on all matters relating to the operation and administration of the Trust and no person claiming or entitled to any interest under the Trust shall be entitled to question the legality and correctness of any arrangement or agreement made between the Settlor and the Trustees in relation to such operation and administration;
- b) by resolution authorize the manner in which cheques and other documents shall be

For Resolution No. \_\_\_\_\_ dated \_\_\_\_\_



*Manoj*

*[Signature]*

*Sampal Reddy*



signed and endorsed on Trust's behalf;

- c) to appoint, suspend, punish or dismiss the salaried servants of the Trust;
- d) to hear and deal with complaints pertaining to the affairs of the Trust;
- e) to hold the Trust Fund and administer the Trust Property and pay all costs, charges and expenses in any way incurred by the Trust, and to have custody of the records, documents, papers, etc. of the Trust, and to examine and check the accounts and other records of the Trust;
- f) to borrow or obtain loans from any person without limitation to the Settlor, scheduled commercial banks, financial institutions for the purposes of the Employee stock option schemes of the Settlor;
- g) from time to time appoint, with or without remuneration (as may be determined) managers, secretaries, clerks and other employees as may be deemed expedient for carrying out the objects and purposes of the Trust;
- h) to make, vary or rescind rules and orders, if any, for the administration of the objects of the Trust and the management, control and maintenance of all properties, moneys, documents and books of account pertaining to the Trust and for the conduct of the affairs of the Trust;
- i) at any time and from time to time by power of attorney to appoint any person or persons to be the Attorney or Attorneys of the Trust for such purposes and with such powers, authorities and discretions and for such period and subject to such conditions as the Trustees may from time- to-time think fit;
- j) to enter into all such negotiations and contracts and rescind and vary all such contracts and execute all acts, deeds, and things in the name and or on behalf of the Trust as the Trustees may consider expedient for or in relation to any of the objects of the Trust;
- k) to authorize any person or persons whether Trustees or not to sign and execute all contracts, agreements, documents, instruments, deeds and papers whatsoever relating to the administration and affairs of the Trust or otherwise in which the Trust is interested.
- l) to institute, conduct, defend, compromise or compound or abandon any legal proceedings or refer to arbitration, dispute, differences, claim, demands or things by or against the Trust or its officers or otherwise concerning the affairs of the Trust and to compound and allow time for payment or satisfaction of any dues or of any demand by or against the Trust;
- m) to refer any dispute, difference, claims or demand or things relating to any matter in connection with, by or against the Trust to arbitration and to do all other things proper for such purpose and observe and perform the award;
- n) to implement cashless exercise of Options as may be directed by the Committee



Manoj

Sankar

Sankar Mittal

and/or Settlor in relation to the employee stock option scheme, administered by this Trust;

- o) to make payments from the Trust Fund for carrying out the objects of the Trust; and
- p) to do such other acts for the furtherance of the objects of the Trust and/ or the employee stock option schemes of the Settlor, to the extent allowed under Applicable Laws.

17.2 The Trustees shall be entitled to open, operate and maintain one or more accounts with any scheduled commercial bank and to pay money into, hold and draw money from any such amount from time to time as deemed fit and to appoint a person or persons to operate all such accounts.

17.3 The Trustees shall be entitled to open, operate and maintain one or more dematerialized (de-mat) accounts and/or Trading accounts and subscribe, hold and deal in the Shares of the Settlor in the de-mat form in the name of the Trust. at such Depository or Depositories as the Trustees from time to time decide.

## 18. Reimbursement

It shall be lawful for the Trustees for the time being in this Deed to reimburse itself or themselves or pay and discharge out of the Trust Properties all costs, charges and expenses incurred in carrying out these presents or in or about the execution of the Trust or powers under this Deed.

## 19. Liability of Trustees

The Trustees shall be chargeable only for such properties, monies, Shares, funds and securities as they shall respectively actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own respective acts, receipts, neglects or defaults and not for those of each other nor for any banker, broker, auctioneer or other person with whom or into whose hands any Trust Properties, monies, Shares, funds or securities may be deposited or kept nor for the insufficient or deficiency of any securities nor for any other loss unless the same shall happen through its/ their own willful default.

## 20. Records, accounts, and audit

20.1. The Trustees shall make arrangements to prepare and keep all necessary accounts including the accounts of individual Employee's records, transfers and other documents in connection with the operation of the Trust and to generally carry out all administrative work in connection therewith.

20.2. The Trustees shall cause to be kept minutes of their proceedings and shall also keep and maintain proper books of account, records, and documents, for each employee stock option scheme of the Settlor, so as to explain its transactions and to disclose at any point of time the financial position of each such Employee stock option schemes of the Settlor and in particular give a true and fair view of the state of affairs of each

*Rakesh*



*Mang*

*Sandeep*

such Employee stock option schemes of the Settlor.

20.3. The Trustees shall submit the Trust accounts to audit by a practicing-chartered accountant or firm of chartered accountants, entitled to audit under the Applicable Law and deliver copies of the audited accounts to the Settlor as soon as conveniently possible.

## 21. Removal of Trustees

The Settlor may at any time without any other formality -

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

## 22. Power to amend the Trust Deed

Notwithstanding anything contained anywhere else in this Deed and subject to the Applicable Law, the Settlor shall have the power to amend, alter, vary, modify, or add to the provisions of this Deed, provided however, that no such amendment, alteration, variation, modification or addition shall be valid insofar as it is detrimental to the interest of the Beneficiaries.

Provided further that the power under this clause shall not be exercised to directly or indirectly amend, alter, vary, or modify the employee stock option schemes of the Settlor.

## 23. Governing Law and Jurisdiction

23.1 This Deed shall be governed by and construed in accordance with the Applicable Law within the jurisdiction of India. Subject to provisions of this deed, the courts in Delhi shall have exclusive jurisdiction to settle any disputes, differences, controversies, and questions relating to the validity, interpretation, construction, performance and enforcement of this Deed.

23.2 In addition to the aforesaid provisions, any dispute arising out of the terms of this Deed may also be settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, in force at the relevant time or through mediation or any other permissible mode for settlement of a disputes under the Applicable Law.

## 24. Notices

24.1 All notices or communications required to be given by a party to the other party by virtue of this Deed shall be in writing at its / his/ her / their respective addresses as informed and kept in relevant records of the parties from time to time.

## 25. Period of Trust and Dissolution

25.1 The Trust will be valid until the expiry of the Trust Period. The Trust shall be dissolved on fulfilment of its objects, or if the fulfilment of objects becomes impossible by

*Notarized*



*Mang*

*[Signature]*

*Sandeep Mittal*





Government of National Capital Territory of Delhi  
e-Registration Fee Receipt

Receipt No DL0865781967833  
Issue Date 15-JUL-2022 08:28  
ACC Reference SHCIL/SHCIL NCT OF DELHI/NEHRU PLACE  
Purchased By RATTANINDIA ENTERPRISES LIMITED  
Registration Fees Paid By RATTANINDIA ENTERPRISES LIMITED  
Property Description RATTANINDIA ENTERPRISES LTD EMPLOYEE WELFARE TRUST, AT 9, FIRST FLOOR, VILLAGE HAUZ KHAS, N.D.  
Purpose TRUST

Particulars	Amount (Rs.)
Registration Fee	₹ 1,000.00
Copying Fees	₹ 100.00
Service Charges	₹ 15.00
CGST @ 9 % *	₹ 1.00
SGST @ 9 % *	₹ 1.00
Total Amount	₹ 1,117.00

( Rupees One Thousand One Hundred Seventeen Only ) e-Stamp LOCKED

Statutory Alert : This is a receipt of fees collected and should not be treated as receipt of Registration.  
The authenticity of e-Registration Fee Receipt can be verified at website i.e.  
<https://www.shcilestamp.com/Registration/> .



\*GSTIN Number : 07AABCS1429B1ZW

PAN: AABCS1429B

CIN: U67190MH1986GOI040506

SAC : 998599

PREMISES : IFCI Tower, 5th Floor, A wing, 61, Nehru Place, New Delhi-110019

Rattanindia Enterprises Ltd.

Rattanindia Enterprises Ltd.  
Authorized Signatory



Mangal Singh  
Sanjeev Singh

destruction of Trust Property.

25.2. On dissolution, the Trust Property after satisfaction of all outstanding liabilities, if any, shall be utilized either for any welfare activities pertaining to Beneficiaries or can be transferred to any other employee welfare trust set-up by the Settlor.

## 26. Miscellaneous


26.1 Words and expressions defined under Applicable Law, shall prevail over words and expressions defined under the Deed, in case of any conflict.

26.2 Words, expressions, clauses, sections, regulations not incorporated in this Deed but forming an integral part of the employee stock option schemes of the Settlor, and Applicable Law including any statutory modification or re-enactment thereto, shall be deemed to be included in this Deed and form an integral part of it.


IN WITNESS WHEREOF the parties hereto have hereunto seen and subscribed their respective hands, on the day, month and year first mentioned hereinabove, in the presence of the following witnesses.

### WITNESSES:

1.

  
Shri Rahul Mutreja  
s/o Krishna Devi  
r/o 1472, Sector-4, Urban Estate,  
Gurgaon, Haryana-122001.  
Aadhaar No.4175 6133 3948

2.

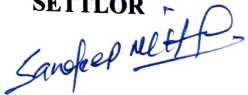
  
Ms. Shivani Sharma  
d/o Shri Yogesh Sharma  
r/o D-31, Street No.1/2, Ashok Nagar,  
Rohtas Nagar, Delhi-110093.  
Aadhaar No.7205 9374 5239

For Rattaninila Enterprises Ltd



  
SETTLOR

SETTLOR

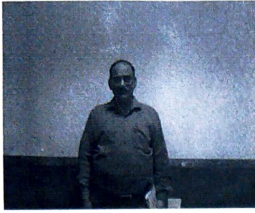


  
TRUSTEES

Reg. No.  
1538

Reg. Year  
2022-2023

Book No.  
4



Ist Party



IInd Party



Witness

Ist Party

RATTANINDIA ENTERPRISES LIMITED EMPLOYEE WELFARE TRUST THR SETTLOR RAJESH KUMAR ARORA

IInd Party

RATTANINDIA ENTERPRISES LIMITED EMPLOYEE WELFARE TRUST THR TRUSTEE MANOJ KUMAR , RATTANINDIA ENTERPRISES LIMITED EMPLOYEE WELFARE TRUST THR TRUSTEE SURINDER KUMAR , RATTANINDIA ENTERPRISES LIMITED EMPLOYEE WELFARE TRUST THR TRUSTEE SANDEEP MITTAL

Witness

RAHUL MUTREJA, SHIVANI SHARMA

**Certificate (Section 60)**

Registration No.1,538 in Book No.4 Vol No 772

on page 65 to 79 on this date

22/07/2022-12:34:39PM

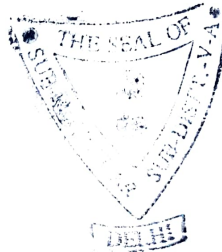
day Friday

and left thumb impressions has/have been taken in my presence.



Date 22/07/2022 12:46:06

Sub Registrar  
SR V A Hauz Khas  
New Delhi/Delhi



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