



SASKEN

BSE Limited,  
Department of Corporate Services – CRD  
Phiroze Jeejeebhoy Towers, Dalal Street  
Mumbai-400 001

November 30, 2021

National Stock Exchange of India Limited  
Exchange Plaza, C-1, Block – G,  
Bandra Kurla Complex, Bandra (E)  
Mumbai-400 051

By Web Upload

Dear Sir / Madam,

Sub: Submission of Supplementary Trust Deed of Sasken Employees Welfare Trust under Regulation 3 (3) of SEBI (Share Based Employee Benefits) Regulations, 2021

Ref: Scrip Code 532663/ SASKEN

This has reference to the in-principle approval received from your good selves (BSE on June 15, 2018 and NSE on June 22, 2018) for shares to be issued under Sasken Employees Share Based Incentive Plan, 2016.

Pursuant to Regulation 3 (3) of SEBI (Share Based Employee Benefits) Regulations, 2021, we have submitted the Trust Deed of Sasken Employees Welfare Trust executed on April 13, 2018 with your good selves while seeking the in-principle approval.

Please find enclosed herewith Supplementary Trust Deed for the said Trust executed on August 11, 2021 for your information and records.

In view of pandemic and accumulation of work at the Office of Sub-Registrar, it took few weeks for us to get the executed document from them in our hands.

Thanking you,

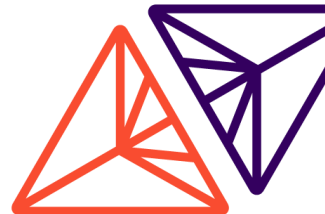
Yours Faithfully  
For Sasken Technologies Limited

Paawan Bhargava  
Company Secretary

Encl. as above

Sasken Technologies Limited

139/25, Ring Road, Domlur, Bengaluru 560071, India  
T: +91 80 6694 3000, F: +91 80 2535 1133, E: info@sasken.com  
CIN: L72100KA1989PLC014226 | www.sasken.com





ದಸ್ತಾವೇಜು ಹಾಳೆ  
Document Sheet

ದಸ್ತಾವೇಜನ್ನು ಬರೆದು ಕೊಟ್ಟ ದಿನಾಂಕ  
Date of Execution

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು  
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BK 302  
2021-22

SASKEN EMPLOYEES WELFARE TRUST

This Document Consist of 08 Pages

First Page of Doct. No. 302 of Book IV  
2021 - 22

SUPPLEMENTARY TRUST DEED

This supplementary Trust Deed made on this 11<sup>th</sup> day of August 2021 by Saskaen Technologies Limited, a company incorporated under the Companies Act, 1956 having its registered office at No.139/25, Ring Road, Domlur, Bengaluru 560071, with Corporate Identity Number as L72100KA1989PLC014226, represented by **Ms. Neeta S. Revankar**, Whole-time Director & CFO (hereinafter referred to as the "Author" / "Settlor" which expression shall, wherever the context so admits, mean and include its successors and assigns).

AND

1. **Mr. T. Ganesh** S/o Mr.M.S. Thyagarajan, aged about 50 years residing at No.219, Lakeshore Homes, off Sarjapur Road, Kasavanahalli, Bengaluru - 560035 (hereinafter referred to as the Trustee 1 which expression shall wherever the context so admits mean and include permitted assigns).
2. **Mr. K.D. Sunil Dath** S/o Mr.K.M.Dathathreya, aged about 52 years, residing at No.112, 3<sup>rd</sup> E Cross, East of NGEF, Kasturinagar, Bengaluru 560043 (hereinafter referred to as the Trustee 2 which expression shall wherever the context so admits mean and include permitted assigns).

Neeta

Ganesh

Sunil





Print Date & Time : 11-08-2021 11:55:53 AM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 302

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2021-22

ಇಂದಿರಾನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 11-08-2021 ರಂದು 11:26:00 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

| ಕ್ರಮ ಸಂಖ್ಯೆ | ವಿವರ           | ರೂ. ವೆ         |
|-------------|----------------|----------------|
| 1           | ನೋಂದಣಿ ಶುಲ್ಕ   | 500.00         |
| 2           | ಸೇವಾ ಶುಲ್ಕ     | 700.00         |
|             | <b>ಒಟ್ಟು :</b> | <b>1200.00</b> |

ಶ್ರೀ NEETA S REVANKAR ಕೋ SANDEEP REVANKAR ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

| ಹೆಸರು                                     | ಫೋಟೊ | ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು | ಸಹಿ |
|---|------|-------------------|-----|
| ಶ್ರೀ NEETA S REVANKAR ಕೋ SANDEEP REVANKAR |      |                   |     |

~~Stamp~~  
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಶಿವಮೊಗ್ಗ (ಇಂದಿರಾನಗರ)  
ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು  | ಫೋಟೊ | ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು | ಸಹಿ |
|-------------|--|------|-------------------|-----|
| 1           | NEETA S REVANKAR . ಕೋ SANDEEP REVANKAR<br>(ಬರೆಸಿಕೊಂಡವರು) |      |                   |     |
| 2           | T GANESH . ಬಿನ್ M S THYAGARAJAN<br>(ಬರೆಸಿಕೊಂಡವರು)        |      |                   |     |

~~Stamp~~  
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಶಿವಮೊಗ್ಗ (ಇಂದಿರಾನಗರ)  
ಬೆಂಗಳೂರು





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Date of Execution

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2021 - 22

The Trustee 1 and Trustee 2 are hereinafter collectively referred to as the "Trustees" and individually as a "Trustee".

Whereas the Settlor has created a Trust by the name "Sasken Employees Welfare Trust" (hereinafter referred to as "Trust") on 13<sup>th</sup> day of April 2018 through registered deed as Document No.31 Book No. IV of 2018-2019 on page 1 to 21 at the Office of Sub Registrar, Shivajinagar (Indiranagar), Bengaluru.

And whereas the Settlor desires to amend the Para 4 ('Object of the Trust' Clause) and Para 11 ('Powers of the Trustees' Clause) by this Supplementary Trust Deed.

Now this Supplementary Trust Deed is witnesseth as follows:

1. Modification 1

Para 4 is amended by adding a new paragraph at the end of this para which reads as follows:

By way of acquiring securities of other companies, bodies corporate either by way of market and / or off market transactions. 'Securities' is as defined in Section 2 (h) of Securities Contracts (Regulation) Act, 1956.

By way of purchasing, holding and / or selling / disposing any movable or immovable properties by the Trust towards the operations, maintenance and administration of the Trust.

Neta

2



| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು   | ಫೋಟೋ  | ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು  | ಸಹಿ   |
|-------------|---|---|--|---|
| 3           | K D SUNIL DATH , ಬಿನ್ K M DATHATHREYA<br>(ಬರೆಸಿಕೊಂಡವರು) |  |  |  |
| 4           | NEETA S REVANKAR .<br>(ಬರೆದುಕೊಡುವವರು)                   |  |  |  |

~~ಇಲ್ಲಿಯ~~  
ಇಲ್ಲಿಯ ಉಪನಿರ್ದೇಶಕರು  
ವಾಜಿನಗರ (ಇಂದಿರಾನಗರ)  
ಬೆಂಗಳೂರು



ದಸ್ತಾವೇಜು ಹಾಳೆ  
Document Sheet

ದಸ್ತಾವೇಜನ್ನು ಬರೆದು ಕೊಟ್ಟ ದಿನಾಂಕ  
Date of Execution

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2021 - 22

2. Modification 2

Para 11.2 is amended by adding new clause (xxii) to clause (xxvi) as under:

- (xxii) To invest in, acquire, purchase and / or dispose-off securities of other companies, bodies corporate and to do all acts connected therewith.
- (xxiii) To purchase, hold or sale / dispose any movable or immovable properties by the Trust towards the operations, maintenance and administration of the Trust.
- (xxiv) To accept or make deposits in the name of the Trust for the operation, maintenance and conduct of activities of the Trust.
- (xxv) No act of the Trustees shall be invalidated by reason of existence of vacancy among the Trustees.
- (xxvi) The Trust may cause its accounts to be audited by an authorized person appointed therein by the Author and Trust shall disclose all the relevant information and documents as required for the conduct of audit by the said person.

3. This Supplementary Trust Deed is in continuation of the Trust Deed registered on 13<sup>th</sup> April 2018 and this Deed may please be read as part and parcel of the Trust Deed registered on 13<sup>th</sup> April 2018.

Nesto

[Signature]

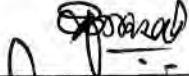
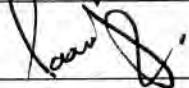
[Signature]

3




ಗುರುತಿಸುವವರು

06 Page of Doct. No. 302 of Book 14  
2021 - 22

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು ಮತ್ತು ವಿಳಾಸ                         | ಸಹಿ   |
|-------------|---|---|
| 1           | S PRASAD<br>VITAL NAGAR, BANGALORE        |  |
| 2           | PAAWAN<br>RAYASANDRA MAIN ROAD, BANGALORE |  |

  
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು  
ಶಿವಾಜಿನಗರ (ಇಂದಿರಾನಗರ)  
ಬೆಂಗಳೂರು

The Trust Name is "SASKEN EMPLOYEES WELFARE TRUST"

  
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು  
ಶಿವಾಜಿನಗರ (ಇಂದಿರಾನಗರ)  
ಬೆಂಗಳೂರು

|  |  |
|--|--|
| <p style="text-align: center;"><br/>4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು<br/>ನಂಬರ INR-4-00302-2021-22 ಆಗಿ<br/>ಸಿ.ಡಿ. ನಂಬರ INRD873 ನೇ ಧರಲ್ಲಿ<br/>ದಿನಾಂಕ 11-08-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ</p> <p style="text-align: center;"><br/>ಉಪನಿರ್ದೇಶಕರು ಶಿವಾಜಿನಗರ (ಇಂದಿರಾನಗರ.)</p> <p style="text-align: center;">ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು<br/>ಶಿವಾಜಿನಗರ (ಇಂದಿರಾನಗರ)<br/>ಬೆಂಗಳೂರು</p> |  |
|--|--|

Designed and Developed by C-DAC, ACTS, Pune





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ದಸ್ತಾವೇಜನ್ನು ಬರೆದು ಕೊಟ್ಟ ದಿನಾಂಕ  
Date of Execution

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು  
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2021 - 22

IN WITNESS WHEREOF THE AUTHOR AND THE TRUSTEES HAVE SET THEIR  
HANDS TO THIS DEED ON 11<sup>TH</sup> AUGUST 2021, AT BENGALURU.

Neeta

Ms. Neeta S. Revankar  
Whole-time Director & CFO  
Author

T. Ganesh, Trustee

K.D. Sunil Dath, Trustee

DRAFTED BY

BASAVARAJU.H

Advocate

No 2720, 12th main

4th Block, Jayanagar  
Bengaluru 560011

Witness:

1. S. PRASAD S/O. K. SRINIVASAN, 197-B, 9th cross  
Near BELLOM, Vittalnagar, Bangalore 560111

2. PAWAN BHARGAVA S/o Late UN BHARGAVA, A-107  
TRILLUM APT., RAYASANDRA MN. ROAD, 4  
BENGALURU-560099







Page of Doc. No. 302 of Book 14  
2021 - 22

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration  
ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ NEETA S REVANKAR , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

| ಪ್ರಕಾರ  | ಮೊತ್ತ (ರೂ.) | ಹಣದ ಪಾವತಿಯ ವಿವರ  |
|---------|-------------|--|
| ಚೆಲನ್   | 1000.00     | Challan No CR0821003000255512<br>Rs.1000/- dated 10/Aug/2021 |
| ಒಟ್ಟು : | 1000.00     |  |

ಸ್ಥಳ : ಇಂದಿರಾನಗರ

ದಿನಾಂಕ : 11/08/2021

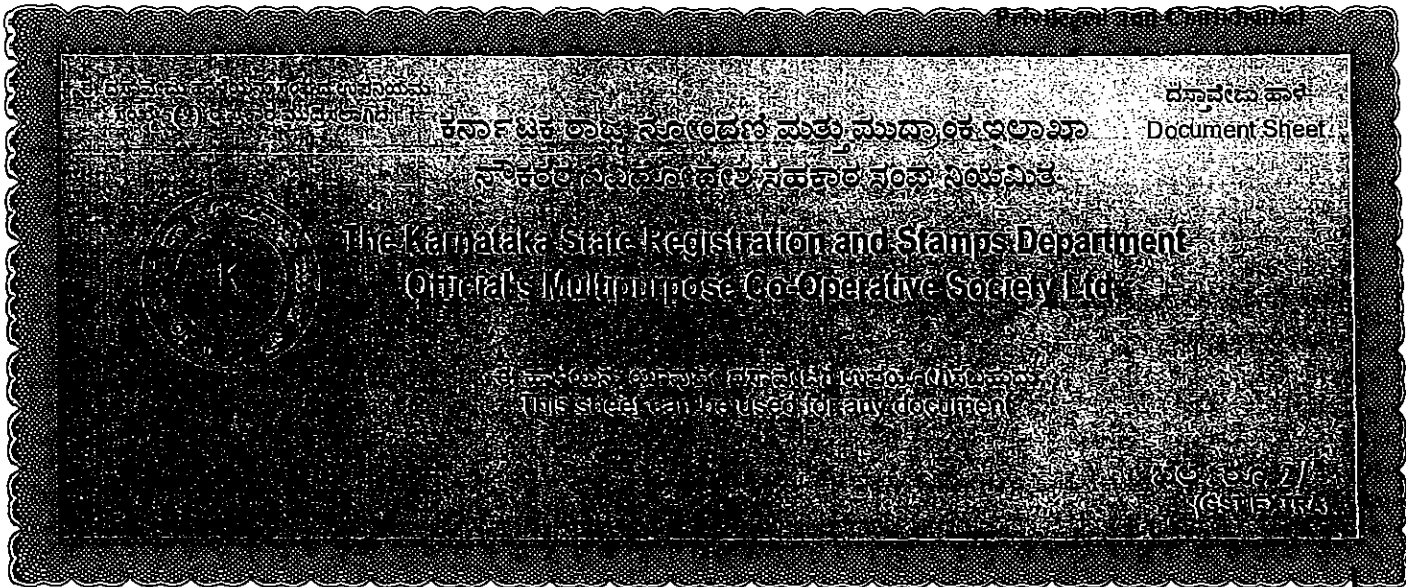
ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
ಒಂಟಿಯ (ಇಂದಿರಾನಗರ) ಅಧಿಕಾರಿ  
ಶಿವಮೊಗ್ಗನಗರ (ಇಂದಿರಾನಗರ)  
ಬೆಂಗಳೂರು

Designed and Developed by C- DAC Pune.

**Certified to be True**  
For Sasken Technologies Limited

  
Company Secretary





BK-W-31  
2018-2019  
2018

This Document Consist of 21 Pages

**SASKEN EMPLOYEES WELFARE TRUST** Page of Doc. No. 31 of Book IV  
2018-2019

This DEED OF TRUST ("DEED") is declared and executed on this 13<sup>th</sup> day of April, 2018 at Bengaluru between:

**Sasken Technologies Limited** (Formerly known as Sasken Communication Technologies Limited), a company incorporated under the Companies Act, 1956, having its registered office at No.139/25, Ring Road, Domlur, Bengaluru 560 071, with corporate identity number as L72100KA1989PLC014226, represented by Ms. Neeta S. Revankar, Whole-time Director & CFO (hereinafter referred to as the "**Author**" / "**Settlor**" which expression shall, wherever the context so admits, mean and include successors and assigns);

AND

1. Mr. T. Ganesh, son of Mr. Thiyagarajan aged about 47 years, residing at No.219, Lakeshore Homes, Kasavanahalli, Bengaluru 560 035 (hereinafter referred to as the "**Trustee 1**" which expression shall, wherever the context so admits, mean and include permitted assigns).
2. Mr. K.D. Sunil Dath son of Mr. KM Dathathreya, aged about 49 years, residing at No.112, 3<sup>rd</sup> E Cross, East of NGEF, Kasturinagar, Bengaluru 560 043 (hereinafter referred to as the "**Trustee 2**" which expression shall, wherever the context so admits, mean and include permitted assigns).

The Trustee 1 and Trustee 2 are hereinafter collectively referred to as the "**Trustees**" and individually as a "**Trustee**".

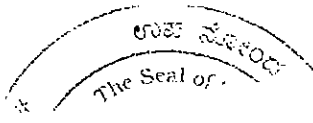
**WHEREAS:**

A. The Author is engaged in the business of providing Product Engineering and Digital Transformation services to global tier-1 customers. Author's deep domain knowledge and comprehensive suite of services have helped global leaders maintain market leadership in industries such as Semiconductors, Automotive, Enterprise grade Devices, Smart Devices

Neeta

S/ANKK





Print Date & Time : 13-04-2018 12:56:18 PM

Page of Dist. No. 31 of Book IV  
2018-19

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 31

ಇಂದಿರಾನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ತಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 13-04-2018 ರಂದು 12:42:02 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

| ಕ್ರಮ ಸಂಖ್ಯೆ | ವಿವರ         | ರೂ. ವೆ  |
|-------------|--------------|---------|
| 1           | ನೋಂದಣಿ ಶುಲ್ಕ | 500.00  |
| 2           | ಸೇವಾ ಶುಲ್ಕ   | 735.00  |
|             | ಒಟ್ಟು :      | 1235.00 |

ಶ್ರೀಮತಿ Sasken Technologies Limited ( formerly Known as Sasken Communication Technologies Limited ) Rep by Ms.Neeta S Revankar ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

| ಹೆಸರು  | ಫೋಟೊ | ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು | ಸಹಿ   |
|--|------|-------------------|-------|
| ಶ್ರೀಮತಿ Sasken Technologies Limited<br>( formerly Known as Sasken<br>Communication Technologies<br>Limited ) Rep by Ms.Neeta S<br>Revankar |      |                   | Neeta |

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು  | ಫೋಟೊ | ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು | ಸಹಿ   |
|-------------|--|------|-------------------|-------|
| 1           | Sasken Technologies Limited<br>( formerly Known as Sasken<br>Communication Technologies<br>Limited ) Rep by Ms.Neeta S<br>Revankar .<br>(ಬರೆಸಿಕೊಂಡವರು) |      |                   | Neeta |
| 2           | Mr.T.Ganesh S/o Mr.<br>Thiyagarajan .<br>(ಬರೆಸಿಕೊಂಡವರು)  |      |                   |       |

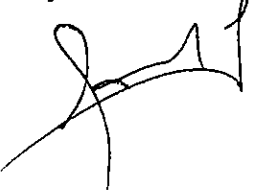

ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು







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 2018-19

and Wearables, Industrials, Retail, Public Safety, Satcom and Telecom. It has at present about 2,000 employees.

- B. At a meeting of the Board of Directors of the Author, held on 27<sup>th</sup> October, 2016, the Board of Directors considered formulating a scheme for providing stock options to beneficiaries as defined in Clause 5 (a) and resolved to establish a Trust for the purpose of implementing among other things the Employees Stock Option Plan known as "Sasken Employees' Share Based Incentive Plan 2016" (hereinafter referred to as "**Incentive Plan 2016**"), as approved by the shareholders through postal ballot, results of which were declared on December 23, 2016 pursuant to which as formulated, adopted, amended and advised by the Board of Directors of the Author (**the "Board"** which term shall be deemed to include any Committee, including the Compensation Committee already constituted by the Board under Section 178 of the Companies Act, 2013 bearing the nomenclature as Nomination and Remuneration Committee to exercise its power, including the powers, conferred vide special resolution referred herein) to the Trust subject to such rules and regulations as the Trustees may frame from time to time. All definitions and clauses, forming part of the Incentive Plan 2016, formulated, adopted and amended shall apply to this Trust Deed as well.
- C. The Trust so established will also administer welfare of the Employees as defined under Clause 5 (b) of the Deed including but not limited to healthcare benefits, hospital care or benefits, or benefits in the event of sickness, accident, disability, death or scholarship funds, or such other activities which help in overall welfare of the Employees (including but not limited to pecuniary aids) ("**Employee Welfare Plan**") out of the funds earmarked for such activities by the Author as defined under clause 7(c) and not to utilize the 'Trust Fund' as defined under clause 7(b) of the Deed or any proceedings originating therefrom earmarked for the Incentive Plan 2016.
- D. The shareholders of the Author by way of Postal Ballot on 23<sup>rd</sup> December, 2016 considered and approved the Incentive Plan 2016 which enables the Trust to make Secondary Market purchase of Author's shares in any financial year not exceeding 2% of the paid-up equity capital as at the end of the previous financial year or such other limits as may be prescribed

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|-------------|---|---|--|----------|
| 3           | Mr.K.D.Sunil Dath S/o Mr.KM Dathathreya .<br>(ಬರೆಯಿಸಿಕೊಂಡವರು)   |  |  | S/ank-10 |
| 4           | Sasken Technologes Limited<br>( formerly Known as Sasken Communication Technologes Limited ) Rep by Ms.Neeta S Revankar .<br>(ಬರೆಯಿಸಿಕೊಂಡವರು) |  |  | Neeta    |

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2018-19

IV  
ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು



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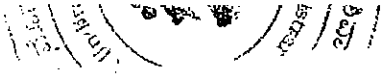
under the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations ("SEBI SBEB Regulations"), at such price and on such terms and conditions as the Board may in their absolute discretion think fit, to a trust to be set-up for the purpose of implementing the employee stock option plan, and whereas the Board have been authorized to do all things necessary for the aforesaid purpose.

- E. In pursuance of the said resolution of the Author, the Author is desirous of setting up a Trust for the purpose of implementing the Incentive Plan 2016 and Employee Welfare Plan for the benefits of the eligible employees of the Author. In terms of the resolution of the Board of Directors and Nomination and Remuneration Committee of the Author, Mr. Rajiv C. Mody, Chairman & Managing Director, Ms. Neeta S. Revankar, Whole-time Director & CFO, Mr. B. Ramkumar, Vice President - Finance and Mr. S. Prasad, Associate Vice President & Company Secretary has been authorized to establish a Trust.
- F. The Author has requested the Trustees to hold the property of the Trust for the benefit of the Beneficiaries / Employees subject to the terms and conditions which are set out hereinafter.
- G. The Trustees have consented to act as the Trustees of these presents, as it is testified by their being parties to these presents.
- H. The trust as aforesaid is constituted in accordance with and subject to the provisions herein contained and also subject to the Rules, as hereinafter defined, annexed hereto.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. The Trust shall be known as "**SASKEN EMPLOYEES WELFARE TRUST**" ("Trust") and formed under the provisions of Indian Trusts Act, 1882.
2. The office of the Trust shall be situated at the registered office of the Author or any other place as may be determined by the Trustees from time to time.






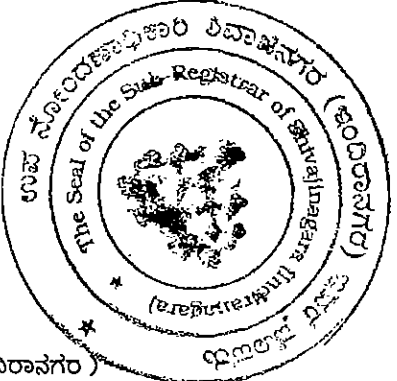
ಗುರುತಿಸುವವರು

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು ಮತ್ತು ವಿಳಾಸ  | ಸಹಿ |
|-------------|--|-----|
| 1           | S Prasad<br>Supraja 197-B, VHBCS Layout,9th Cross, Bescorm ,JSRO Layout, J P Nagar Bangalore |     |
| 2           | Paawan Bhargava<br>No. 446,1st Floor,sampige Road, Kullappa Circle, M S Nagar Post Bangalore |     |

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು



4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು  
ನಂಬರ INR-4-00031-2018-19 ಆಗಿ  
ಸಿ.ಡಿ. ನಂಬರ INRD214 ನೇ ಧರಲ್ಲಿ  
ದಿನಾಂಕ 13-04-2018 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ



ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಇಂದಿರಾನಗರ)

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಇಂದಿರಾನಗರ ಬೆಂಗಳೂರು



3. The Author has made a voluntary irrevocable settlement of Rs. 5000/- (Rupees Five Thousand only) ("**Settlement Amount**") as initial corpus of the Trust Fund. The said Settlement Amount has been paid to the Trustees as evidenced by their acknowledgment hereunder given.

4. Object of the Trust

The object of the Trust is to provide a convenient method for conferring benefits on the Beneficiaries / Employees by way of (1) receiving / acquiring shares of the Author as part of the Incentive Plan 2016 for providing better motivation to such Beneficiaries and to provide Shares to such Beneficiaries in accordance with Incentive Plan 2016 as defined under Recital B of this Deed; and (2) By way administering welfare schemes as part of the Employee Welfare Plan as defined under Recital C of this Deed.

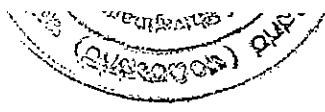
From out of the Trust funds and the additions and accretions made thereto from time to time, the Trust shall acquire and / or purchase equity shares as may be issued from time to time of the Author only and not of any other company (hereinafter referred to as "**Shares**"). The Trust shall be further entitled to make over the said Shares to the Beneficiaries, who are, from time to time, notified by the Nomination & Remuneration Committee (hereinafter referred to as "**NRC**") constituted by the Author to be eligible for the benefits under the Incentive Plan 2016. The acquisition, holding, transfer, re-purchase or re-transfer and all acts incidental thereto shall be in terms of and in accordance with the Incentive Plan 2016, as formulated, approved, adopted, amended, modified, notified and advised by the Author from time to time and as per the SEBI SBEB Regulations as amended from time to time.

5. Beneficiary:

For the purposes of this Trust,

(a) '**Beneficiary**' means a permanent employee of the Author and its direct and / or indirect subsidiaries, whether in India or outside India working in India or out of India and any director of the Author, whether whole-time or not, who qualifies for issue of





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ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀಮತಿ Sasken Technologies Limited ( formerly Known as Sasken Communication Technologies Limited ) Rep by Ms.Neeta S Revankar , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

| ಪ್ರಕಾರ   | ಮೊತ್ತ (ರೂ.) | ಹಣದ ಪಾವತಿಯ ವಿವರ |
|----------|-------------|-----------------|
| ನಗದು ರೂಪ | 1000.00     | Paid By Cash    |
| ಒಟ್ಟು :  | 1000.00     |                 |

ಸ್ಥಳ : ಇಂದಿರಾನಗರ

ದಿನಾಂಕ : 13/04/2018

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ  
(ಇಂದಿರಾನಗರ)  
ಹಿರಿಯ ಉಪ-ನೋಂದಣಿ ಅಧಿಕಾರಿ  
ಇಂದಿರಾನಗರ ಬಿ.ಆರ್.ಆರ್.



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stock options for the purpose of Incentive Plan 2016 and who fulfils the conditions as may be decided in the evaluation process finalized by the NRC of the Author, but does not include Promoters, members of the Promoter Group, Independent Directors and Directors holding directly or indirectly more than 10% of the outstanding Equity Shares of the Company and that of its existing and future Subsidiary Company(ies) whether in or outside India.

(b) 'Employee' means an employee who is in the whole time employment of the Author and its direct and / or indirect subsidiaries, whether in India or outside India working in India or out of India and any director of the Author, whether whole-time or not or who fulfils the criteria laid by the Trust / Author from time to time for the purpose of Employee Welfare Plan and in compliance with SEBI (Share Based Employee Benefits) Regulations, 2014.

6. Rights and obligations of the Beneficiaries:

The rights and obligations of the beneficiaries will be governed by the SEBI (Share Based Employee Benefits) Regulations, 2014, as amended, applicable provisions of the Companies Act, 2013 and rules made thereunder and will be subject to any such conditions or modifications as may be prescribed or imposed by the regulatory authorities and as is defined in the Incentive Plan 2016 including the offer letter. Nomination and Remuneration Committee of the Author at the time of grant may make addition, deletion, alteration or change of any clause therein. Any such modification, alteration or change in any of the rights and obligations of the beneficiaries shall be forming part and parcel of this trust deed and has to be read in conjunction with the same.

7. Trust Fund

a. The Trust Fund for the purpose of Incentive Plan 2016 as defined under Recital B of the Deed shall comprise of the Settlement Amount, all monies received from the Author or other persons and entities by way of grants, donations or loans, together with all contributions, additions, accumulations and accretions to the said money(ies)





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and the conversion thereof and investment in which the same may from time to time be invested and all other movable and immovable properties and assets that may from time to time be vested in the Trust or be received by it by way of donations or otherwise or acquired by it or may come into its hands by virtue of these presents or by operation of law or otherwise howsoever in relation to the trust hereby created.

- b. Trust Fund shall also comprise of any money(ies) received from the Author or other persons and entities by way of grants, donations or loans, together with all contributions, additions, accumulations and accretions to the said money(ies) earmarked and created by the Trust for the purpose of Employee Welfare Plan defined under recital C of the Deed.
  - c. Trust Fund mentioned under clause 7(a) and clause 7(b) above, shall be exclusively used for the specific purpose for which such funds are created for and cannot be utilized for any activities other than the activity for which it is earmarked by the Trust.
  - d. Trust is not holding any immovable property on this date of formation of the Trust.
8. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries / Employees of the Trust. The Trust Fund shall be used only to propagate the objects of the Trust as mentioned in this Deed. It is the duty of the Trustees to act in the interest of Beneficiary and subject to provisions of the Regulations, it shall not act in any manner that would be detrimental to the interest of Beneficiary.
9. The Author agrees to lend such amount of money to the Trust as may be required from time to time for fulfilling objectives of this Trust as mentioned in this Deed. The Trust also agrees to repay such sums as per the terms and conditions that may be agreed upon from time to time.
10. Control and vesting of properties and monies

The Trust Fund comprising of the properties and monies of the Trust shall be under the control of the Trustees and shall be vested in the names of such person or persons as



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may be appointed by the Trustees from time to time and may be vested in the sole name of the Trust in any bank or corporation.

11. Powers of the Trustees

11.1. Subject to the provisions contained in the Deed, the Trustees shall have full authority and discretion to carry on the administration of the Trust. The entire administration and affairs of the Trust shall be managed by the Trustees.

11.2. Without prejudice to the generality of the powers vested in the Trustee, the Trustees shall have the following specific powers:

- (i) To acquire and hold Shares of the Author (by subscription or otherwise);
- (ii) To borrow or obtain loans from the Author for the purposes of the Trust;
- (iii) To make Secondary acquisition of Equity Shares of the Author, to be held for the beneficial interest of the Beneficiaries, in a financial year but not exceeding two per cent of the paid up equity capital as on March 31, 2016. The Trustees should ensure that appropriate approval from the shareholders has been obtained by the Author in order to enable the Trust to implement the scheme(s) and undertake secondary acquisition for the purposes of the scheme(s). The Trust shall be required to hold the shares acquired through secondary acquisition for a minimum period of six months except where they are required to be transferred when participating in open offer under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or when participating in buy-back, delisting or any other exit offered by the Author generally to its shareholders;
- (iv) The total number of shares under secondary acquisition held by the Trust shall at no time exceed 5% of the paid up equity capital as at the end of the financial year



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immediately prior to the year in which the shareholder approval is obtained for such secondary acquisition, viz. March 31, 2016;

- (v) 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 or otherwise for the purpose of the Trust, to authorize a 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;
- (vi) to receive any money and to grant receipts and discharge thereof;
- (vii) to institute, conduct, defend, compound or abandon any legal or administrative proceedings by or against the Trust or its officer or otherwise the affairs of the Trust and also to compound and allow time for payment or satisfaction of any dues or of any dues or of any demand by or against the Trust;
- (viii) To refer any claim or demand by or against the Trust to arbitration and observe and perform the awards ;
- (ix) to engage the service of any persons(s) upon such remuneration and terms as the Trustees may deem fit, to take disciplinary action against trustees in default and also to terminate their services;
- (x) to incur all costs and expenses considered by the Trustees to be necessary for the due and efficient management of the affairs and properties of the Trust;
- (xi) to open Banking, demat, trading etc. account(s) and operate all such account(s) jointly by any two Trustees as authorized by the Trust and to pay money into and draw money from any such account from time to time as may deem fit;

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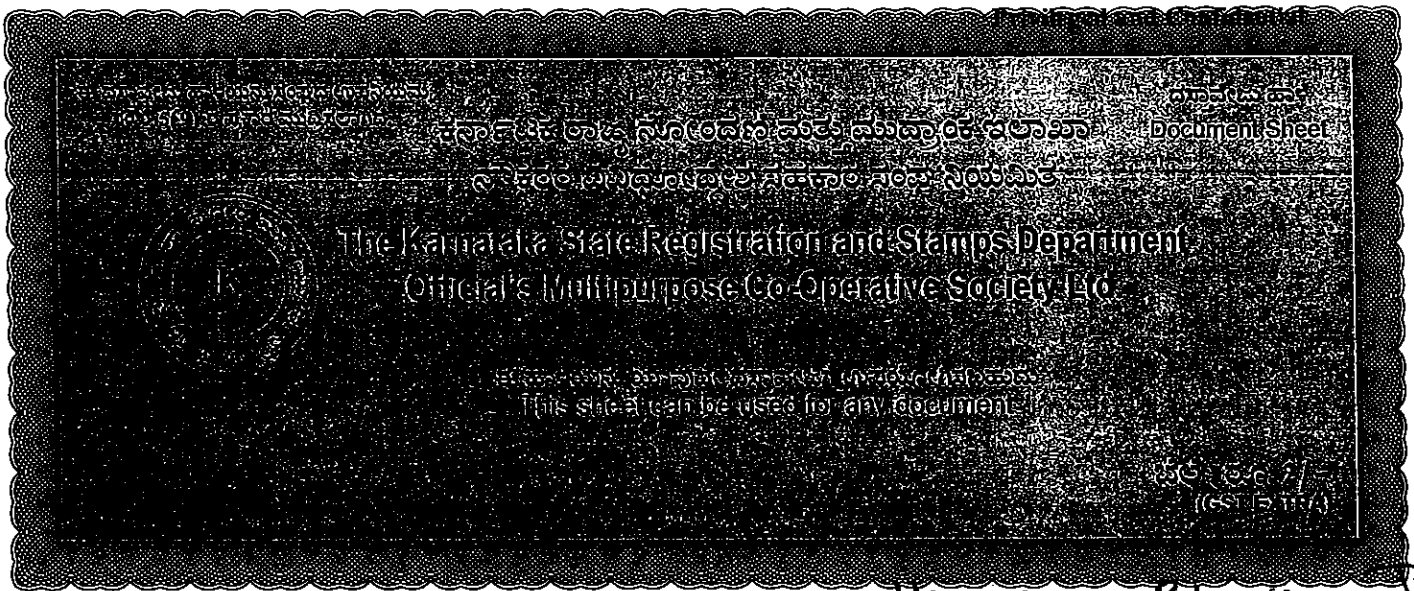
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- (xii) To appoint Bankers, Brokers, Solicitors, Registrars, Depository Participants, Auditors, Professional firms / individuals, Chartered Accountant(s) and other agencies and to make applications seeking approval of appropriate authorities and to initiate all necessary actions for opening and / or closing of accounts (including but not limited to Demat, trading, special payment account, Banking Account, Bank / private Lockers etc.) and preparation, signing and issuance of various documents, deeds, agreements, undertakings, papers etc. as may be required to be filed with various regulatory authorities such as Stock Exchanges, Banks, Securities and Exchange Board of India, Ministry of Corporate Affairs, Registrar of Companies and other agencies for the implementation of the objectives of the Deed;
- (xiii) To hold and administer the properties and monies and pay all costs, charges and expenses in any way incurred by the Trust, 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;
- (xiv) To administer multiple Employee Stock Option or such other schemes as may be specified in, and within the framework of, rules and regulations specified in, the Securities Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 and the Companies Act, 2013;
- (xv) To hear and deal with complaints pertaining to the affairs of the Trust;
- (xvi) To appoint sub-committee or sub-committees consisting of such members of their body as they deem fit for such purposes as may be considered necessary with or without powers to co-opt members;
- (xvii) To borrow monies, raise loans, otherwise raise funds with or without interest from bank(s), financial institutions, companies, employees, beneficiaries, individuals or any other trust, as may be considered appropriate by the Trustees, with or without security and to pledge, mortgage, hypothecate or otherwise create any encumbrances or lien by way of security or otherwise as the Trustees may consider appropriate on any of the properties or assets including bonds, debentures,





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promissory notes or any other marketable securities forming part of the Trust for securing loans raised or bonds, debentures or other securities issued from time to time by the Trustees for the Trust, subject to approval of the Board;

- (xviii) To recover the interest and other costs of borrowing or to sell the securities to meet the costs of borrowing including interest, penalties and other costs;
- (xix) To provide for welfare of employees under Employee Welfare Plan as stated above in Recital C of the Deed or;
- (xx) To delegate to any person(s) all or any of the foregoing powers conferred on the Trustees to any person, firm, company or fluctuating body of persons subject however, to their retaining the ultimate control and direction over the action and conduct of the delegate(s);
- (xxi) 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.

11.3. The Trustees shall have the requisite power and authority to frame rules and regulations for the purposes of administration of the Trust, carrying out the objects of the Trust for implementing Incentive Plan 2016 and Employee Welfare Plan, and / or otherwise for giving effect to the objects and purpose of the Trust and also to vary, alter and amend the same from time to time, as they may in their absolute discretion deem fit and proper. The rules and regulations may further provide circumstances in which the benefits under the Deed to a particular beneficiary / employees may be confirmed upon or withdrawn; and in particular the consequences of resignation / termination of the services of the Employees with Author. All such rules and regulations framed by the trustees from time to time shall be considered as part and parcel of the Deed itself and the Trust shall be subject to such rules and regulations. Such rules and regulation shall be entered in the minute book of the Trust.



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12. Restrictions on powers of the Trustees

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12.1 Except acquiring and holding the Shares of the Author (by subscription or otherwise) for the purposes of the Trust, holding cash or depositing the monies in a schedule bank, the Trustees shall not make any other investment or carry any other business.

12.2 The trust shall not become a mechanism for trading in shares and hence shall not sell the shares in secondary market except under the following circumstances:

- (a) cashless exercise of options, if provided under the Employee Stock Option Plan of the Author;
- (d) participation in buy-back or open offers or delisting offers or any other exit offered by the company generally to its shareholders, if required;
- (e) for repaying the loan, if the un-appropriated inventory of shares held by the trust is not appropriated within a reasonable period and in compliance with the applicable Acts, Rules or Regulations; and
- (f) winding up of the scheme(s).

12.3 All the powers for raising loans and for creating mortgage, pledge, charge hypothecation or other encumbrances or other properties of the Trust including securities shall be exercised jointly by any two Trustees, for the time being, of the Trust.

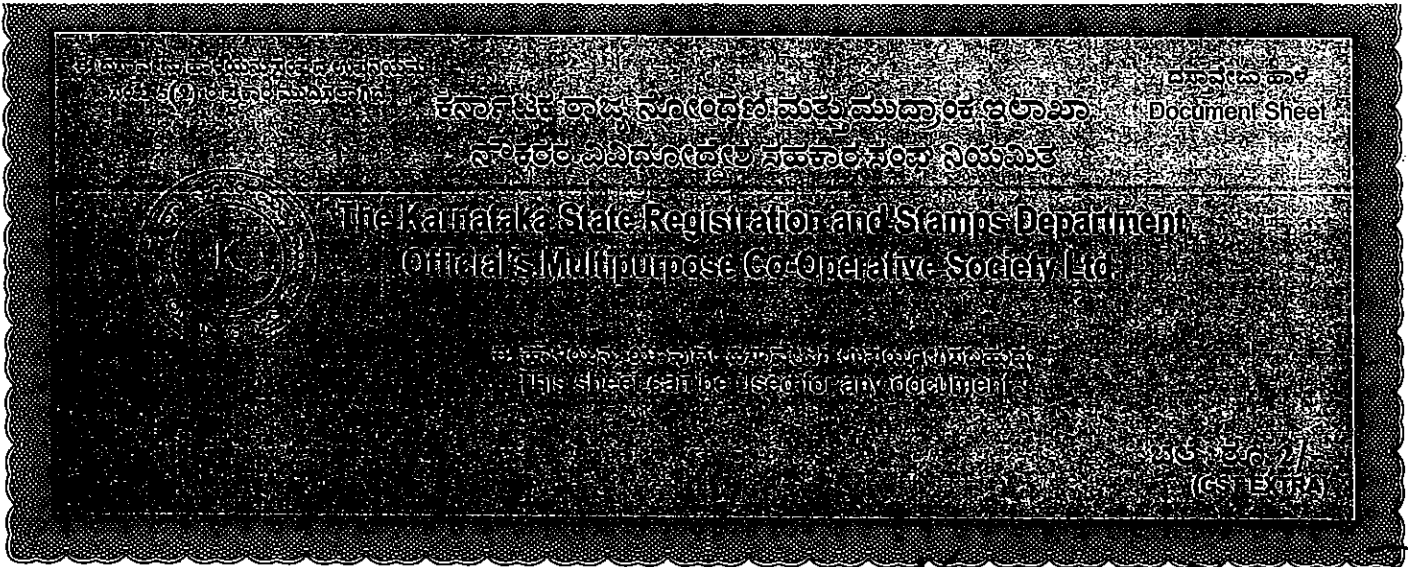
13. The Author shall bear all legal and normal administrative expenditure incurred by the trustees for due and efficient management of the affairs and properties of the Trust.

14. The Trust hereby created is irrevocable and the Author does not reserve any power of revocation of the Trust, except for compliance with any laws, rules, regulations, guidelines from any governmental agencies.

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15. The Trustees shall, upon the receipt of the Settlement Amount and the Trust Fund and upon receipt of such further funds as may be made over to the Trust by the Author as defined under clause 7(a) of the Deed, proceed to acquire such Shares in the name of the Trust / Trustees for the benefit of the Beneficiaries.
16. The Trust shall act upon the recommendation of NRC of the Board of Directors of the Author constituted in terms of the Incentive Plan 2016 of the Author, and transfer such number of Shares to such Beneficiaries of the Trust from time to time, upon receipt of consideration as fixed in terms of the Incentive Plan 2016 as intimated to the Trustee.
17. The Trust shall act upon the recommendation of any of the Executive Directors of the Author in respect of Employee Welfare Plan to provide for and / or administer welfare of the Employees as defined under Recital C and Clause 5 (b) of the Deed.
18. All consideration received by the Trust towards transfer of Shares to the Beneficiaries shall be duly transferred to the Author from time to time towards full or partial reduction of loans raised by the Trust for Trust Fund.
19. The Trust shall open banking account(s) with any scheduled commercial bank to maintain Trust Fund.
20. The Trust shall maintain in its safe-custody the Shares acquired by or pending transfer to the Beneficiaries.
21. During such period of safe-custody, the Trust shall cause a statement to be issued periodically intimating the number of Shares held in trust on behalf of the Beneficiary.
22. The Trustees may accept any donation or contribution in cash or otherwise from the Author or any other person, for and on behalf of the Trust, for the furtherance of the objects of the Trust or upon such terms and conditions, as they may in their absolute discretion think fit and which are not inconsistent with the objects of the Trust.

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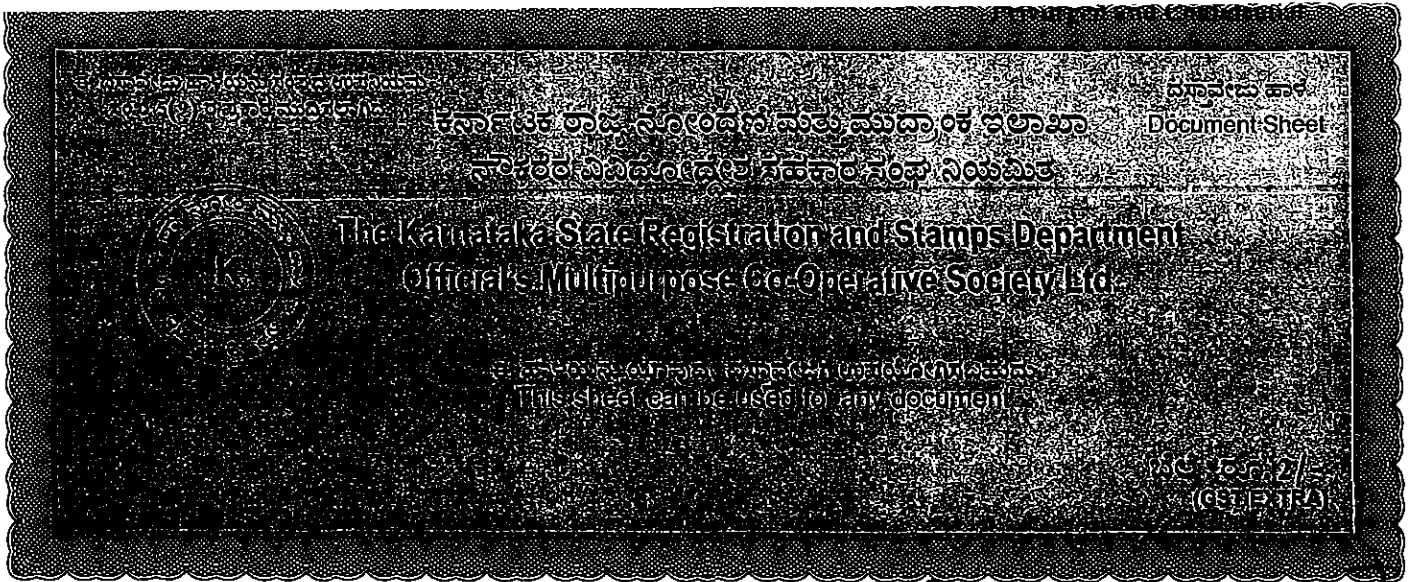
23. The Trustees shall cause true and accurate accounts to be kept of all monies received and spent relating to all matters of the management or operation of Trust, Trust Fund, Trust properties or in relation to the carrying out of the objects and purposes of the Trust.
24. In case the number of Employee Stock Options or such other schemes as mentioned in the Securities Exchange Board of India (Employee Share Based Benefits) Regulations, 2014 are administered by this Trust, the Trust shall keep and maintain proper books of account, records and documents, for each such scheme so as to explain its transactions 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.
25. The trust shall be required to make disclosures and comply with the other requirements applicable to insiders or promoters under the SEBI (Prohibition of Insider Trading) Regulations, 2015 or any modification or re-enactment thereto.
26. The Trustees may delegate any of their powers to any one or more sub-committees and they may from time to time revoke such delegation. Any sub-committees so formed shall in exercise of the powers so delegated confirm to any regulation or procedure that may from time to time be imposed on it by the Trustees.
27. The Trustees shall be respectively chargeable only for such properties, monies, stocks, 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 nor for any other loss unless the same shall happen through their own wilful default respectively.
28. It shall be lawful for the Trustees to reimburse themselves or himself or herself or pay and discharge out of the Trust Fund all reasonable and justified costs, charges and expenses incurred in carrying out the objects of the Trust or in or about the execution of the Trust or the powers conferred by the Trust Deed.

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29. It is hereby declared that Trustee 1 and Trustee 2 shall be present trustees of the Trust and shall bear all responsibilities of the Trust. The Author shall have the right to appoint / change including replacing the present Trustees and also increase the number of Trustees from time to time. Chairman & Managing Director of the Author can appoint / change including replacing the Trustees with any person as Trustee in the place of retiring / existing trustee or in case of any other vacancy as defined under Clause 30, 31 and 32 of the Deed.
30. Any vacancy created under Clause 29, 30, 31, 32 and 33 shall be filled by the Trust / Author as per Clause 29 within such time as may be prescribed by the Author / Trustees in this regards, but not later than 4 months from the date of such vacancy and filing of the post other than happening of the events which are beyond the control of the Author / Trust;
31. A Trustee may retire at any time by giving one month written notice to the Author and also to all other Trustees indicating his desire to retire, without being responsible for any costs occasioned by such retirement to the Author.
32. A person shall cease to be a Trustee if he dies or becomes insolvent / bankrupt or is unfit / incapable of acting as a Trustee or is out of India for more than one year continuously or refuses to act as a Trustee.
33. The surviving or continuing Trustees may act notwithstanding any vacancy till the minimum number of Trustee is two.
34. The Trustees may meet together in the office for the dispatch of business, adjourn or otherwise regulate their meetings and proceedings in such manner and at such time as they deem fit. Questions arising at any meeting shall be decided by the majority of votes and in case of equality of votes, the Chairman shall have a second or casting vote.
35. A meeting of the Trustees at which a quorum is present ("**Meeting**") shall be competent to exercise all or any of the authorities, powers and discretion vested in the Trustees



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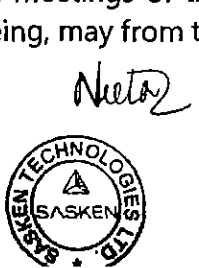
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generally. Two of the Trustees present physically or through electronic mode at a meeting of the Trustees shall form a quorum.

- 36. The Trustees may pass resolutions without any Meeting of the Trustees provided that such resolution shall be evidenced in writing under the hands of at least two of the Trustees and circulated to all Trustees through any electronic mode or courier.
- 37. The Trustees shall cause proper minutes to be kept and entered in a book provided for the purpose of all their resolutions and proceedings and any such minutes of any Meeting of the Trustees purported to be signed or initialled by the Chairman of such meeting or by the chairman of the next meeting shall be prima facie evidence of the matters transacted at the said meeting.
- 38. Trustee 1 shall chair all the Meetings of the Trust. In case of his unavailability or his retirement, the remaining Trustees may elect a Chairperson from among themselves.
- 39. The Trustees shall not take any decision in the matter of administration of the Trust which is not permitted by Incentive Plan 2016 or Employee Welfare Plan or which is against the Incentive Plan 2016 or Employee Welfare Plan. The Incentive Plan 2016 and Employee Welfare Plan shall take precedence over this Deed in the matters where there is ambiguity.
- 40. Any notice / transfer or other document required to be signed or executed by the Trustees shall be regarded as properly signed or executed and shall be binding upon the Trustees if signed or executed by any one of the Trustees or by any other person duly authorized to do so by the Trustees, for and on behalf of the Trust.
- 41. Notices of the Meeting of the Trustees and all communications may be sent to the Trustees at their address registered for the time being in the record of the Trust or through electronic mode such as Fax, E-Mail etc. as may be registered by the Trustees.
- 42. All Meetings of the Trustees shall be held at such place, as the Trustees for the time being, may from time to time decide.





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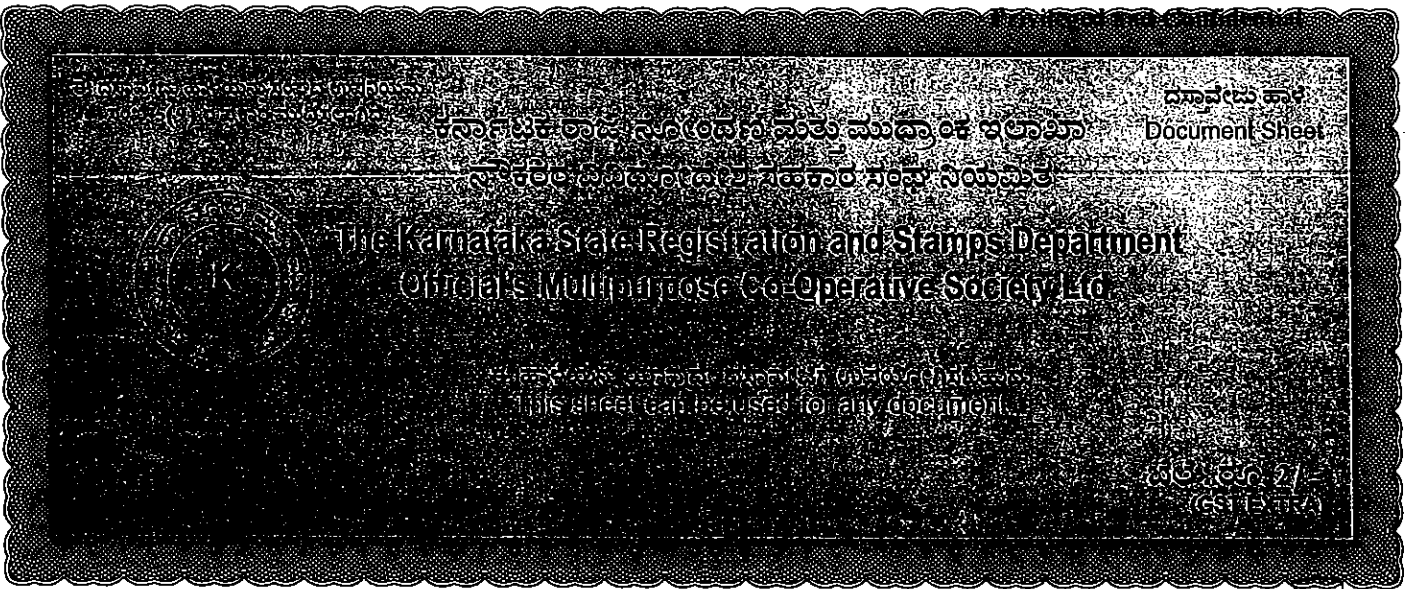
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- 43. A Trustee who is a participant or fit to be considered for participation in the Incentive Plan 2016 or Employee Welfare Plan may exercise his powers and execute his duties as such Trustee, notwithstanding that he is or may become a participant. No decision shall be invalidated or questioned on the ground that the Trustee or any of them had a direct or other personal interest in the mode or result of such decision or of exercising such power or discretion provided that a Trustee shall not participate in any discussion or vote upon any decision affecting him personally either as a potential or existing participant. This prohibition shall not apply to any amendment to or termination of the Incentive Plan 2016 Scheme or Employee Welfare Plan.
  
- 44. The Trust may be dissolved by the Author by way of execution of deed of dissolution of Trust on completion of purpose of the Trust and / or on any regulatory enactment / amendments and / or in any other circumstances wherein dissolution of the Trust is necessitated. In the event of dissolution or winding up of the Trust, the properties of Trust or the Trust Fund remaining as on the date of the dissolution or winding up shall under no circumstance be distributed among Trustees. The property of the Trust and Trust fund shall vest in the Author.

Neeta

S/Pratik K S





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45. PROCEEDING OF THE TRUST:

Any defect in the constitution of the Trust shall not invalidate its proceedings.

IN WITNESS WHEREOF THE AUTHOR AND THE TRUSTEES HAVE SET THEIR HANDS TO THIS DEED ON 13<sup>th</sup> APRIL, 2018, AT Bengaluru.

*Neeta*



Ms. Neeta S. Revankar  
Whole-time Director & CFO  
Author

*T. Ganesh*

T. Ganesh, Trustee

*S. Sunil Dath*

K.D. Sunil Dath, Trustee

Witness:

1. *S. Prasad* S. Prasad, s/o. K. Srinivasan  
Suprja, 197 B, VASCE Layout,  
9th cross, New BECOM, ISRO Co. Bengaluru 78

2. *Ms. Nagar* No. 446, 1<sup>st</sup> floor, Sampige road,  
MS Nagar Post, Bengaluru-33  
(CPAANAN BHARGAVA)  
s/o late VN Bhargava