

June 7, 2022

Scrip Code – 535789
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
MUMBAI – 400 001

IBULHSGFINEQ
National Stock Exchange of India Limited
“Exchange Plaza”,
Bandra-Kurla Complex, Bandra (E).
MUMBAI – 400 051

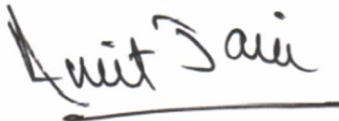
Sub.: Submission of Pragati Employee Welfare Trust Deed

Dear Sir,

In terms of the applicable Regulations of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, please find attached Pragati Employee Welfare Trust Deed.

Thanking you,

Yours truly
for **Indiabulls Housing Finance Limited**



Amit Jain
Company Secretary

Enclosure: as above

CC:
Luxembourg Stock Exchange, Luxembourg
Singapore Exchange Securities Trading Limited, Singapore

19309



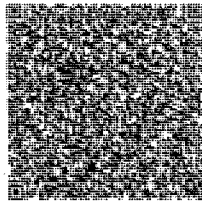
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL90681345638946R
Certificate Issued Date	: 02-Dec-2019 12:55 PM
Account Reference	: IMPACC (IV)/ dl1007403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL100740390805131055614R
Purchased by	: INDIABULLS HOUSING FINANCE LIMITED
Description of Document	: Article 64 Trust
Property Description	: INDIABULLS HOUSING FINANCE LIMITED-EMPLOYEES WELFARE TRUST
Consideration Price (Rs.)	: 0 (Zero)
First Party	: INDIABULLS HOUSING FINANCE LIMITED
Second Party	: RAJINDER SINGH NANDAL AND OTHERS
Stamp Duty Paid By	: INDIABULLS HOUSING FINANCE LIMITED
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



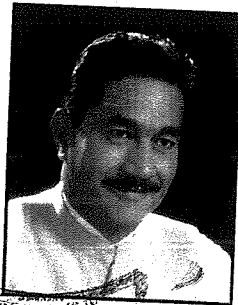
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Anil Kumar Singh

588557282789

PAN- BKJPS 4927C



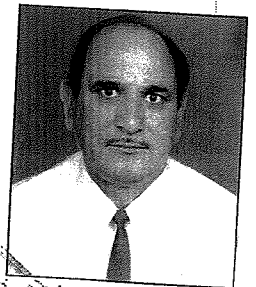
Rajinder Singh Nandal

5/959 80910326



Ram Kumar Sheekand

099990833582



Gulab Singh Chai

58477652640

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

DEED OF PRIVATE TRUST
(e-stamp certificate No.IN-DL90681345638946R)

Amount Settled - Rs.10,000/-
Stamp duty paid - Rs.300/-

This DEED OF PRIVATE TRUST (the "Trust Deed" or "this Deed") is made, declared and executed at New Delhi on this 3rd day of December 2019.

BETWEEN

Indiabulls Housing Finance Limited, a company incorporated under the Companies Act, 1956, bearing CIN L65922DL2005PLC136029 and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001, India (hereinafter referred to as the "Settlor" or the "Company", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns or any other entity consequent to any reorganization including merger and demerger) of the ONE PART, herein represented through Mr. Ajit Kumar Singh, son of Mr. Ashok Kumar Singh, resident of 45A, FF, WZ Block, Prem Nagar, Uttam Nagar, New Delhi-110059, duly authorized vide Resolution dated 20th day of November 2019;

AND

(1) Mr. Rajinder Singh Nandal S/o Mr. Shiv Lal Nandal, resident of VPO, Bohar, Rohtak, Haryana, Indian inhabitant, (hereinafter referred to as the "First Trustee"), (2) Mr. Ram Kumar Sheokand S/o Mr. Chandgi Ram, resident of 1197, Block A, Urban Estate, Jind-126102, Haryana, Indian inhabitant and (3) Mr. Gulab Singh Chail S/o Mr. Rishal Singh Chail, resident of 4198, Defence Colony, Near Gole School, Jind-126102, Haryana, (hereinafter collectively referred to as "the Trustees" which expression shall wherever the context so requires or admits be deemed to include their successors assignees and other Trustees or Trustees for the time being of these presents whether original or substituted) of the SECOND PART.

WHEREAS:

- A. The Settlor is desirous of declaring a private trust in the name of Indiabulls Housing Finance Limited- Employees Welfare Trust (the "Trust"), with its office at M 62 & 63, First Floor, Connaught Place, New Delhi-110001, for the benefit of the Employees (hereinafter defined), to provide benefits to the Employees under the Scheme (hereinafter defined) or any other scheme that may be formulated or implemented by the Settlor from time to time and for any other purpose as may be conferred upon it by the Settlor from time to time. For this purpose and for subscribing to/ acquiring fully paid up equity shares of face value of INR 2 each ("Shares" or "Equity Shares") from the Company/ Secondary Market Acquisition, the Settlor desires to settle a sum of Rs.10,000/- (Rupees Ten Thousand Only) (hereinafter referred to as the "Initial Trust Property") in the Trust.
- B. The Settlor desires to settle the said Initial Trust Property as the initial corpus of the Trust.
- C. The First Trustee has, at the request of the Settlor, agreed to act as the First Trustee (hereinafter defined) of the Trust.

For Indiabulls Housing Finance Limited

Authorized Signatory

Deed Related Detail

Deed Name TRUST		TRUST (MOVABLE)	
Land Detail			
Tehsil/Sub Tehsil Sub Registrar VII			
Village/City	Connaught Place	Building Type	
Place (Segment)	Connaught Place		
Property Type Commercial			
Property Address	House No.: office M 62 and 63 1st Floor, Road No.: , Connaught Place		
Area of Property	1.00 Sq.Meter	0.00	0.00
Money Related Detail			
Consideration Value	0.00 Rupees	Stamp Duty Paid	300.00 Rupees
Value of Registration Fee	1,000.00 Rupees	Pasting Fee	100.00 Ruppes
Transfer Duty	0 Rupees	Government Duty	300 Rupees

This document of TRUST TRUST (MOVABLE)

Presented by: Sh/Smt. S/o, W/o R/o

INDIABULLS HOUSING FINANCE LTD Ashok Kumar Singh 45A FF WZ Blk Prem Ngr Uttam Ngr Nd
THR AJIT KUMAR SIN

in the office of the Sub Registrar, Delhi this 03/12/2019 11:48:46AM day Tuesday between the hours of

Signature of Presenter

Execution admitted by the said Shri / Ms.
INDIABULLS HOUSING FINANCE LTD THR AJIT KUMAR SINGH

and Shri / Ms.

NP

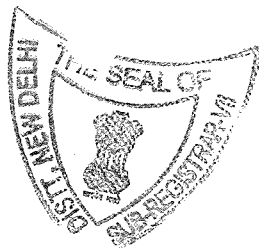
Who is/are identified by Shri/Smt/Km. Parveen S/o W/o D/o Ramphal Singh R/o 234/28 Gandhi Ngr Rd Jind Hr
and Shri/Smt./Km Sanjay Lohani S/o W/o D/o N N Lohani R/o 133D Regent Nitya Nand Lohani

(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 09/12/2019 14:19:07



Registrar/Sub Registrar
Sub Registrar VII
Delhi/New Delhi



- D. The Settlor vests the overall supervision of the Trust in the Compensation Committee (hereinafter defined).
- E. The Settlor and the Trustees wish to detail the nature and scope of their respective rights, duties, entitlements, etc. in this Deed.

NOW THEREFORE the Settlor and the Trustees agree as follows:

1. DEFINITIONS

- 1.1 In addition to the defined terms contained elsewhere in this Deed, the following expressions, as used in this Deed, shall have the respective meanings set forth below:-
- (a) **“Applicable Laws”** shall mean all applicable laws, bye-laws, statutes, rules, regulations, orders, ordinances, notifications, protocols, treaties, codes, guidelines, policies, notices, directions, writs, injunctions, judgments, decrees or official directive of any court of competent authority or of any competent governmental authority or person acting under the authority of any court of competent authority or of any competent governmental authority of the Republic of India, as amended and modified from time to time, and includes regulations, rules, guidelines issued by the Securities and Exchange Board of India.
- (b) **“Board”** or **“Board of Directors”** shall mean the board of directors of the Company for the time being and where the context so requires shall include the Compensation Committee constituted by the board of directors to exercise its powers and/or such other persons who may be authorised by the board of directors or the Compensation Committee in this regard.
- (c) **“Business Day”** shall mean a day, other than a Saturday or Sunday or public holiday, on which the commercial banks located in Delhi and the Depositories are open for business during normal banking hours.
- (d) **“Benefit”** shall include Options granted under the ESOP Plan and/or the Shares transferred under the ESP Plan and /or the SARs awarded under the SAR Plan and / or any other benefits, as may be finalized by Compensation Committee.
- (e) **“Beneficiary”** shall include the person, persons, trust or trusts designated by the Employee or in the absence of any designation by the Employee, a person or persons who is/ are entitled by the will of the Employee to receive the benefits specified in the Scheme, the legal heirs of the Employee, if the Employee dies intestate and includes the Employee’s executors or administrator, if no other beneficiary is designated and able to act under the circumstances and such other persons as may be added from time to time to the class of beneficiaries by notice in writing and by the nomination form in the exercise of any powers conferred under the Scheme or any other agreements forming part thereof.
- (f) **“Company”** or **“Settlor”** shall mean Indiabulls Housing Finance Limited, a company incorporated under the Companies Act, 1956, bearing CIN L65922DL2005PLC136029 and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001, India and any reference to the term ‘Company’ includes and means its successors and assigns.

For Indiabulls Housing Finance Limited

Authorized Signatory

- (g) “**Companies Act, 2013**” shall mean the Companies Act, 2013, including its rules, notifications, clarifications, circulars, and press releases issued by the Ministry of Corporate Affairs, Government of India, from time to time and any statutory modification or re-enactment of the foregoing from time to time.
- (h) “**Compensation Committee**” shall mean the Committee as defined under the Scheme. The acts of the Compensation Committee with regard to this Deed shall be deemed to be the acts of the Settlor.
- (i) “**Depository**” shall mean the Central Depository Services (India) Limited or National Securities Depository Limited or any other depository within the meaning of the Depositories Act, 1996, as amended.
- (j) “**Depository Participant**” shall mean a depository participant within the meaning of the Depositories Act, 1996, as amended, who has an agreement with the Depository under Section 4(1) of the Depositories Act, 1996, as amended, and with whom the Trustees have entered/would enter into agreement(s) under Section 5 of the Depositories Act, 1996, as amended.
- (k) “**Employee**” shall mean:
- i. a permanent employee of the Company who has been working in India or outside India;
 - ii. a director of the Company, whether a whole time director or not, but excluding an independent director; or
 - iii. An employee as defined in sub-clause (i) or (ii) of a Subsidiary Company, in India or outside India, but does not include:
 - an employee who is a Promoter (hereinafter defined) or a person belonging to the Promoter Group (hereinafter defined) or
 - a director who either himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% (ten per cent) of the outstanding equity shares of the Company.
- (l) “**Demat Account**” shall have the same meaning as ascribed to it in Clause 6.1 of the Deed.
- (m) “**ESOP Plan**” shall mean Indiabulls Housing Finance Limited Employees Stock Option Plan(s) as may be formulated by the Company from time to time, in compliance with SEBI Regulations.
- (n) “**ESP Plan**” shall mean Indiabulls Housing Finance Limited Employees Stock Purchase Plan(s) as may be formulated by the Company from time to time, in compliance with SEBI Regulations.

For Indiabulls Housing Finance Limited

Affirmed Signatory

- (o) **“Governmental Authority”** shall mean any governmental, statutory, regulatory, departmental or public body or authority, including courts of competent jurisdiction.
- (p) **“Promoter”** shall have the same meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.
- (q) **“Promoter Group”** shall have the same meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

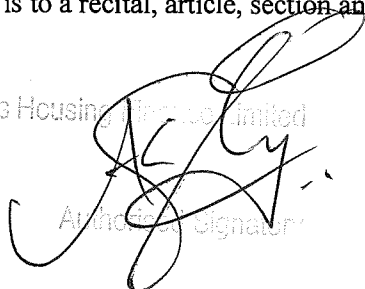
Provided where the promoter or promoter group is a body corporate, the promoters of that body corporate shall also be deemed to be promoters of such company.

- (r) **“SARs Scheme”** shall mean Indiabulls Housing Finance Limited Stock Appreciation Rights Scheme(s) as may be formulated by the Company from time to time, as would be finalized in compliance with SEBI Regulations.
- (s) **“Scheme”** means Indiabulls Housing Finance Limited Employee Stock Benefit Scheme 2019 comprising the ESOP Plan, ESP Plan and SARs Plan and any such other share based employee benefits schemes as may be formulated by the Company from time to time and as may be determined by the Compensation Committee, in compliance with SEBI Regulations.
- (t) **“Scheme Beneficiary”** shall mean a Beneficiary (as defined under the Scheme) who is entitled to the Benefits in accordance with the Scheme.
- (u) **“Secondary Market Acquisition”** means acquisition of existing Shares of the Company by the Trust, for cash consideration, on the platform of a recognised stock exchange where the Shares of the Company are listed.
- (v) **“SEBI Regulations”** means the SEBI (Share Based Employee Benefits) Regulations, 2014 including any amendments or re-enactments thereof
- (w) **“Subsidiary Company”** means an existing or future subsidiary company of the Company as defined in the Section 2(87) of the Act.
- (x) **“Trust”** shall have the same meaning as ascribed to it in Recital A of this Deed.
- (y) **“Trust Beneficiary”** shall mean the beneficiaries of the Trust as set out in Clause 3.
- (z) **“Trust Property”** shall have the same meaning as ascribed to it in Clause 4 of this Deed.

1.2 Interpretation

- (a) Words denoting the singular shall include the plural and *vice versa*.
- (b) Words denoting any gender include all genders.
- (c) Unless the context otherwise requires, reference to Recital, Article, Section and Annexure is to a recital, article, section and annexure (as the case may be) of or to this Deed.

For Indiabulls Housing Finance Limited


Authorized Signatory

- (d) The headings in this Deed are inserted for convenience only and shall be ignored or not conclusive in construing this Deed and its contents.
- (e) Reference to any statute or statutory provision, Deed or contract includes a reference to that statute or statutory provision, Deed or contract as from time to time amended, extended or re-enacted or consolidated and all statutory instruments or orders (including delegated legislation whether by way of rules, notifications, byelaws and guidelines).
- (f) The Recitals, Schedules and Annexure(s) shall form an integral part of this Deed.
- (g) If any provision in the Recitals or Clause 1.1 is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of this Deed.
- (h) Capitalised terms not defined in this Deed shall have the same meaning as ascribed to such term in the Scheme.

2. CONSTITUTION OF THE TRUST

2.1 Creation of Trust

The Settlor hereby declares that it hereby settles and transfers to and upon the Trustees, the Initial Trust Property to have and hold the same together with all additions or accretions thereto and the investments representing the same (constituting part of the corpus of the Trust) by the Trustees upon the trusts and subject to the powers, provisions, agreements and declarations herein contained, the receipt of which the Trustees hereby admit and acknowledge and which Initial Trust Property together with all additions or accretions thereto and the investments representing the same have to be applied and governed by the terms and conditions of this Deed and the Trustees have consented to act on the terms and conditions set out herein.

2.2 Acceptance of Trust

The Trustees hereby declare and confirm that they shall hold and stand possessed of the Initial Trust Property and any addition or accretion thereto and any further assets which may be acquired by the Trust in future and the investments representing the same upon the trusts and subject to the powers, provisions, agreements and declarations herein contained.

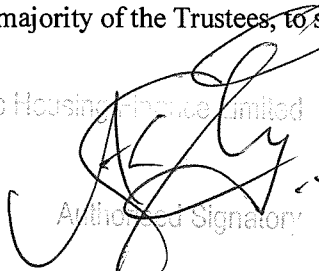
2.3 Name of the Trust

The trust hereby created shall be called the "Indiabulls Housing Finance Limited - Employees Welfare Trust" (IBH – EWT).

2.4 Office of the Trust

The office of the Trust shall be situated at M 62 & 63, First Floor, Connaught Place, New Delhi-110001. The office may be shifted to any other place or places, as decided by the majority of the Trustees, to suit the convenience of administering the Trust.

For Indiabulls Housing Finance Limited


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2.5 Date of Commencement of the Trust

The Trust hereby created shall be deemed to be established from the date of this Deed.

2.6 Objects of the Trust

- (a) To hold and administer the Trust Property and to administer and implement the Scheme in accordance with SEBI Regulations, inter-alia purchase the shares from the open market and grant the ESOPs/Shares/SARs to the Employees, upon such terms and conditions in accordance with the Scheme or any other scheme that may be formulated or implemented by the Settlor from time to time.
- (b) To promote the benefit and welfare of the existing and future Employees of the Company, and to operate one or more programmes for providing incentives, motivation, benefits and/ or amenities to such Employees and for providing assistance to such Employees in various forms for the purpose of the Scheme.
- (c) Any other act or welfare activity as may be conferred upon it by the Settlor from time to time.

2.7 Remuneration

The Trustees shall not be entitled to receive any salary or other remuneration for their services except such fee as may be decided by the Compensation Committee from time to time. Subject to the provisions of this Deed, it shall be lawful for the Trustees to reimburse themselves or himself or herself or pay and discharge out of the monies of the Trust all costs, charges and expenses incurred in carrying out the objects of the Trust or for execution of the Trust or the powers conferred by this Deed.

3. TRUST BENEFICIARIES

The beneficiaries of this Trust shall be:

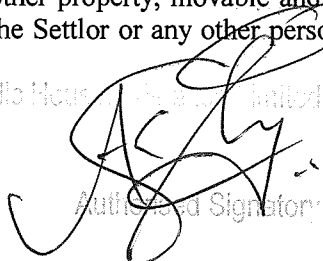
- (i) all Employees entitled to the Benefits under the Scheme; and
- (ii) such other persons as may be made beneficiaries by the Settlor from time to time.

Provided; however, in the event of a doubt as to whether a person should be a Trust Beneficiary, the final determination of whether a person should be considered a Trust Beneficiary shall be made by the Compensation Committee who shall communicate the same to the Trustees and to the relevant Trust Beneficiaries.

4. INCOME OF TRUST AND NATURE OF TRUST PROPERTY

The "Trust Property" shall include the Initial Trust Property and the Shares subscribed/acquired by the Trust, dividends and interests accrued or to accrue on the Shares, deposits, accumulations, etc., all the other premises hereby granted as well as all other property, movable and immovable and moneys that the Trustee may receive from the Settlor or any other person or otherwise hold, other income and other accumulations

For Indiabulls Group


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howsoever made, by way of interest accrued on Trust Property or any other investments made by the Trust and the benefits thereof.

5. DETAILS OF THE SHARE BASED EMPLOYEE BENEFITS SCHEMES ADMINISTERED

The Trust shall administer the Indiabulls Housing Finance Limited Employee Stock Benefit Scheme 2019 and such other share based employee benefits schemes as may be formulated by the Company from time to time and as may be determined by the Compensation Committee.

6. CREATION AND OPERATION OF AN ACCOUNT

6.1 The Trustees shall do all acts and deeds as may be necessary to open an account with a Depository Participant in which all the Shares acquired and/or subscribed by the Trust shall be deposited (the “**Demat Account**”). The Trustees shall continue to be the Shareholder of the Company for such Shares until such Shares are transferred to the Trust Beneficiaries in the manner contemplated by this Deed.

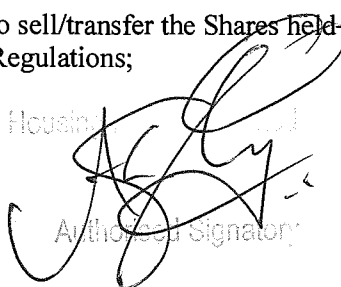
6.2 The Trustees shall at all times ensure that all Shares acquired by the Trust and held in the Demat Accounts are allocated and appropriated towards the Scheme (a specific share based benefits scheme formulated by the Company from time to time).

7. ACTIVITIES OF THE TRUST

7.1 In the implementation of the objects of the Trust as set out hereinabove, the Trustees or any person authorised by the Trustees, in this behalf, shall have the power to do the following activities in the name of the Trust:

- (a) subject to the requirements of the Companies Act, 2013 and Companies (Share Capital and Debenture) Rules, 2014 and other Applicable Laws, obtain loans or any other form of financial assistance for the attainment of the objects of the Trust from the Company and/or other sources as permissible under Applicable Laws on such terms and conditions as may be decided by the Trustees;
- (b) collect the dividends, interests, rents, profits and other income accruing from the Trust Property;
- (c) apply and try to obtain all concessions, benefits and allowances as are available under Applicable Laws in the matter of taxation, investments and exemptions;
- (d) file all the statutory filings, disclosure and other requirements needed to be complied with in accordance with applicable Laws; and
- (e) any other activity of the Trust to meet the objects defined hereinabove.
- (f) subscribe to Shares and/ or acquire Shares by way of Secondary Market Acquisition out of the funds received by the Trust from the Company;
- (g) to sell/transfer the Shares held by the Trust only in the manner prescribed under the SEBI Regulations;

For Indiabulls Housing

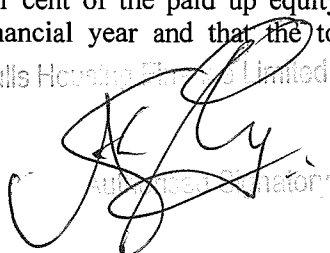

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- (h) open, in the name of the Trust, one or more bank accounts related to the Trust Property for the benefit of the Trust Beneficiaries and to authorize any person(s) including any Trustee to operate such accounts and/or close such accounts, whenever deemed fit;
- (i) to provide instructions to the Depository Participant to transfer Shares to the Trust Beneficiaries as directed by the Compensation Committee and in such manner as prescribed in the Scheme;
- (j) to make, sign and execute all such documents and instruments as may be necessary or proper for carrying on the management of properties or affairs of the Trust;
- (k) the power to appoint any manager or supervisor or other employee in connection with the management of the Trust Property, to determine their fees, to remove such persons and appoint others in their place;
- (l) take all appropriate steps to manage the Trust Property including *inter-alia*, file suits, make claims, participate in an arbitration or conciliation proceeding and defend claims, suits and injunctions before any Governmental Authority;
- (m) to accept any donation, contribution, grant, endowment or subscription from any person, body of persons or trust;
- (n) subject to the provisions of the SEBI Regulations to invest the funds and the net amount realized on the sale of any Trust Property or any portion of the Trust Property in any one or more of the following forms of investments at any place in India and to vary, transpose and convert the same from time to time:
 - (1) in securities recognized under the Indian Trusts Act, 1882, as amended and the Income Tax Act, 1961, as amended as well as bank deposits, shares and debentures of any public company or corporation
 - (2) in fixed deposits with any firm, company or corporation or scheduled bank on reasonable terms and conditions
 - (3) in a mortgage, whether legal or equitable, of any immovable property or properties whether freehold or of leasehold nature, on reasonable terms and conditions and
 - (4) in purchase and/ or lease and/ or sub-lease of any immovable property or properties or any part thereof whether of freehold or leasehold tenures including the purchase of any share, right, title and interest in such property and/ or purchase of ownership flats and or sheds or blocks in industrial estate on such terms and conditions as the Trustees may in their absolute discretion think fit and proper and to become members of any co-operative housing society.

7.2 The Trustees shall not have the power to trade in the Shares subscribed and/ or acquired except as provided under the SEBI Regulations and shall not deal in derivatives.

7.3 The Secondary Market Acquisition in a financial year by the Trust shall not exceed two per cent of the paid up equity capital of the Company as at the end of the previous financial year and that the total number of Equity Shares under Secondary Market

For Indiabulls Housing Finance Limited



Acquisition held by the Trust shall at no time exceed the limits prescribed under the SEBI Regulations.

- 7.4 The Trustees shall utilize all the moneys and resources obtained solely for the promotion of the objects of the Trust and shall at all times keep segregated the moneys and resources of the Trust for specific share based benefits schemes.

Notwithstanding anything mentioned hereinabove, for the administration and implementation of the Scheme, the Trust shall undertake any such activities and/or any other matter incidental or in connection with any of such activities, including undertaking any other commercial activity / deployment of surplus funds, as the Trustees may deem fit and which is not expressly prohibited either under SEBI Regulations or under the Scheme.

8. COSTS AND EXPENSES OF THE TRUST

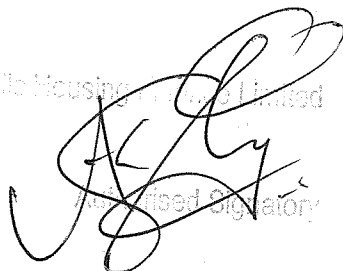
- 8.1 The Trustees shall not incur any costs and/or expenses without the written approval of the Compensation Committee.
- 8.2 Further, the Trustees shall keep and maintain proper books of account, records and documents, for the Scheme and share based benefits schemes as may be formulated by the Company/Compensation Committee from time to time and shall provide complete details of all costs and/or expenses incurred to the Compensation Committee. It is clarified that the Trustees shall keep all costs and/or expenses incurred by it with respect to the Scheme and other share based benefits schemes formulated by the Company/Compensation Committee from time to time segregated at all times.

9. OBLIGATIONS AND RESPONSIBILITIES OF THE TRUSTEES

- 9.1 The Trustees shall upon receiving instructions of the Board including any committee thereof and/or the Compensation Committee, shall subscribe the Shares of the Company and/ or acquire them by way of Secondary Market Acquisition.
- 9.2 The Trustees shall not vote in respect of the Shares held by the Trust, so as to avoid any misuse arising out of exercising such voting rights.
- 9.3 The Trust shall be required to make disclosures and comply with the other requirements applicable to insiders or promoters under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or any modification or re-enactment thereto.
- 9.4 The Trustees shall at all time act in the interest of the Trust Beneficiaries and in accordance with the SEBI Regulations. The Trustees shall not act in any manner or incorporate any provision in the Trust Deed that would be detrimental to the interest of the Trust Beneficiaries.

10. APPOINTMENT, DEATH OR RETIREMENT OF A TRUSTEE

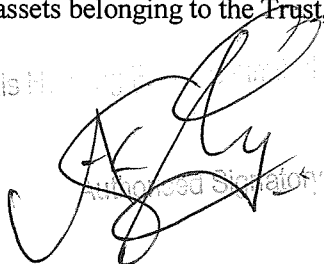
For Indiabulls Housing Finance Limited



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- 10.1 A Trustee shall hold office indefinitely unless (i) removed earlier by the Compensation Committee in writing in accordance with Clause 10.2; or (ii) they become legally incapable of continuing as a Trustee (“Term”).
- 10.2 The removal of a Trustee shall be at the sole discretion of the Compensation Committee and the decision of the Compensation Committee in this regard shall be final. The Compensation Committee may remove a Trustee by giving notice in writing to the Trustee at his last known address and with a copy of the notice to the continuing Trustees. The Compensation Committee shall not be obliged to give any reason for the removal of the Trustee.
- 10.3 Notwithstanding anything stated herein, there shall be at least 1(one) Trustee in case the trustee is a corporation and a minimum of 2 (two) Trustees if the Trustees are individuals or one person companies as defined under the Companies Act, 2013. However, in no event shall the number of trustees holding the office of the Trustee at a time exceed 3 (Three). The Compensation Committee shall have the power to appoint new Trustee(s), in addition to existing Trustee(s), from time to time.
- Provided that a person shall not be appointed as a trustee if he/she: i) is a director, key managerial personnel or promoter of the Company or its holding company (if any), Subsidiary Company or associate company or any relative of such director, key managerial personnel or Promoter; or ii) beneficially holds 10 (ten) percent or more of the paid-up share capital of the Company.
- 10.4 Upon the expiry of the Term in relation to any Trustee, the Compensation Committee shall have the power to re-appoint such Trustee or appoint a new Trustee. Upon every appointment and/ or re-appointment made under this Deed, every Trustee so appointed shall have the same rights and privileges and shall be subject to the same obligations and duties as the then existing Trustee.
- 10.5 The Compensation Committee shall have the power to fill up at any time any vacancy in the number of Trustees. However, the Compensation Committee shall be under no obligation to fill the vacancy occasioned in respect of any Trustees removed or any other vacancy in the number of Trustees until it shall think fit and pending the filling in of any vacancy, the continuing Trustees shall have full power to act as Trustees to the Trust.
- 10.6 A Trustee may retire at any time after giving 30 (thirty) days notice in writing to the Compensation Committee.
- 10.7 The office of the Trustee shall be vacated if the Trustee resigns from its office by notice in writing to the Compensation Committee or is removed from office by the Compensation Committee or if for reason of illness or infirmity or mental incapacity he shall, in the opinion of the Compensation Committee, become incompetent or incapable to act or becomes bankrupt or insolvent or makes any assignment for the benefit of or any composition or arrangement with his creditors.
- 10.8 In the event of a Trustee ceasing to be a Trustee, he/she shall, if necessary, or if so required, assign or join in assigning the investments, deposits and other securities or assets belonging to the Trust, in favor of the continuing Trustees.

For Indiabulls H...



- 10.9 Notwithstanding any of the above, the expression 'Trustee' or 'Trustees' in this Deed shall mean and include the First Trustee and every other Trustee appointed from time to time in the manner contemplated in this Deed.

11. DECISIONS OF THE TRUST

The decision of the majority of the Trustees shall be a decision of the Trust and shall be final and binding accordingly. All decisions of the Trustees shall be passed by way of resolutions evidenced in writing. In case where there is only one Trustee of the Trust for the time being all decisions made by the said Trustee shall be recorded in writing. A Trustee shall keep proper record of the resolutions/decisions and make the same available to the Compensation Committee for its inspection at its request.

12. MEETING OF TRUSTEES

- 12.1 The Trustees shall form and regulate their own procedure relating to meetings of the board of Trustees and the quorum of such meeting shall be 2 (two) Trustees present in person.
- 12.2 Notwithstanding anything contained in Clause 12.1, the Compensation Committee as it deems fit may prescribe the procedure and manner in which the meetings are to be conducted.

13. MODIFICATION/DISSOLUTION OF THE TRUST DEED

- 13.1 The Trust created by these presents shall be irrevocable and shall not be modified or dissolved in any manner except as provided herein.

Provided that in the event of the Trust failing to function for any reason, or in the event of the Board of Directors/ Compensation Committee of the Settlor being of the opinion that this Trust should be modified or dissolved and/ or amalgamated with any trust having objects similar to this Trust, such decision shall be conveyed in writing by the Board of Directors/ Compensation Committee, as the case may be, to the Trustee and the Deed shall stand dissolved or modified in accordance with the terms of such decision.

- 13.2 Any amendment to this Deed may be made by Trustees in writing with the prior approval of the Compensation Committee.

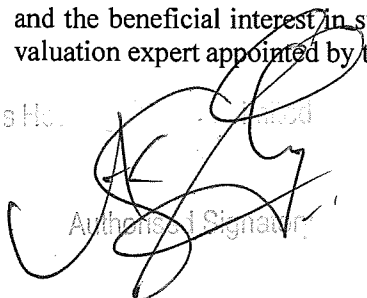
14. DISTRIBUTION OF TRUST PROPERTY ON DISSOLUTION

If on the dissolution of this Trust, there shall remain after the satisfaction of its debts and liabilities any Trust Property whatsoever impressed with the Trust, the same shall be paid or distributed or utilized in the manner determined by the Compensation Committee in accordance with the SEBI Regulations.

Provided however that in the event of dissolution of the Trust and subsequent distribution of the beneficial interest in the Trust Property, the value of the Trust Property and the beneficial interest in such Trust Property shall be determined by an independent valuation expert appointed by the Compensation Committee.

For Indiebulls Ho.

Authorized Signatory



15. DISPUTE RESOLUTION

- 15.1 If any dispute, difference or claim arises between the Settlor, the Trustees or the Trust Beneficiaries (the “Disputing Parties” or “Disputing Party”) in connection with the validity, interpretation, implementation or alleged breach of the terms of this Deed or the Scheme or any other share based benefits scheme or anything done or omitted to be done pursuant to this Deed or the Scheme, the Disputing Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 7 (seven) Business Days after a written request by any Disputing Party to commence discussions (or such longer period as the Disputing Parties may agree in writing), then the dispute shall be referred for final resolution to a sole arbitrator who shall be the chairman of the Settler or such nominee of the chairman of the Settler as may be appointed for this purpose.
- 15.2 All proceedings in such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in New Delhi, India.
- 15.3 Any reference of any dispute, difference or claim to arbitration under this Deed or the Scheme or any share based benefit scheme shall not affect the performance of the Disputing Parties of their respective obligations under this Deed or the Scheme or any share based benefit scheme other than the obligations relating to the dispute, difference or claim referred to arbitration.

16. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF the Settlor and the Trustees have set their respective hands the day of _____ first herein above written.

Signed and delivered by the within named Settlor

Indiabulls Housing Finance Limited

For Indiabulls Housing Finance Limited

Name: Ajit Kumar Singh

Designation: Authorised Signatory

Witnessed by:

1.

Name: Shri Parveen

Fathers Name: Late Sh. Ramphal Singh

Address: 234/28, Gandhi Nagar, Rohtak Road, Jind, Haryana – 126102

Driving Lic. No. HR31 20180006262

2.

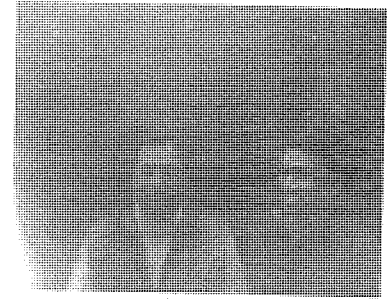
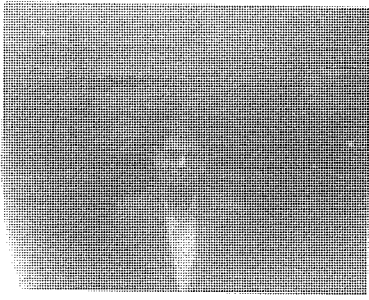
Name: Shri Sanjay Lohani

Fathers Name: Late Sh. Nitya Nand Lohani

Address: 133D, Regent, Shipra Sun City, Indrapuram, Ghaziabad, U. P.-201014

Voter ID No. XPD7579667

Reg. No. 654 Reg. Year 2019-2020 Book No. 4



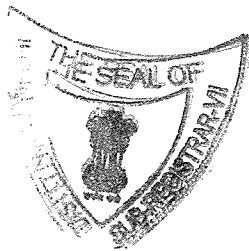
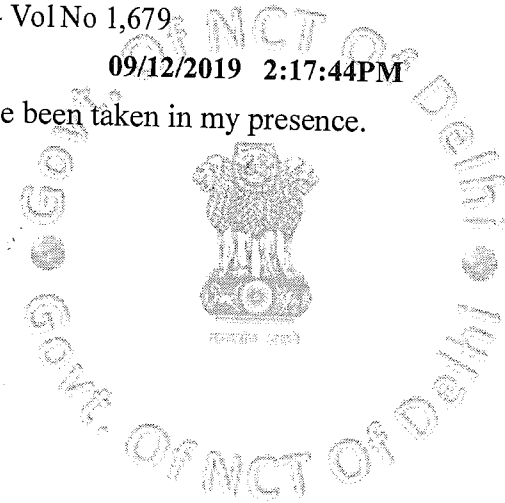
Ist Party IInd Party Witness
Ist Party INDIABULLS HOUSING FINANCE LTD THR AJIT KUMAR SINGH
IInd Party NP
Witness Parveen, Sanjay Lohani

Certificate (Section 60)

Registration No.654 in Book No.4 Vol No 1,679
on page 147 to 159 on this date 09/12/2019 2:17:44PM
and left thumb impressions has/have been taken in my presence.

day Monday

Date 09/12/2019 14:20:55



[Signature]
Sub Registrar
Sub Registrar VII
New Delhi/Delhi





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

7-5483
5/10/20

Certificate No.	: IN-DL88235625697962S
Certificate Issued Date	: 04-Oct-2020 02:10 PM
Account Reference	: IMPACC (IV)/ dl1007403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL100740383928286464816S
Purchased by	: INDIABULLS HOUSING FINANCE LTD EWT
Description of Document	: Article 64 Trust
Property Description	: M-62 AND 63, FIRST FLOOR, CONNAUGHT PLACE, NEW DELHI
Consideration Price (Rs.)	: 0 (Zero)
First Party	: INDIABULLS HOUSING FINANCE LTD EWT
Second Party	: Not Applicable
Stamp Duty Paid By	: INDIABULLS HOUSING FINANCE LTD EWT
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



LOCKED

Please write or type below this line.....



For Indiabulls Housing Finance Limited-
Employees Welfare Trust

AUTHORISED SIGNATORY

Mr. Adit Kumar Singh
5885 5728 2789

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SUPPLEMENTARY TRUST DEED
(e-Stamp Certificate No.IN-DL88235625697962S)

THIS SUPPLEMENTARY TRUST DEED (hereinafter referred to as the "Supplementary Trust Deed" or "this Deed" or "Deed") is made on this 05th day of October, 2020 by :

Indiabulls Housing Finance Limited - Employees Welfare Trust" (IBH – EWT), having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001, India (hereinafter referred to as the "Trust" which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns or any other entity consequent to any reorganization including merger and demerger), herein represented through its authorized signatory Mr. Ajit Kumar Singh, son of Mr. Ashok Kumar Singh, resident of 45A-FF, WZ Block, Prem Nagar, Uttam Nagar, New Delhi-110059, duly authorized vide Resolution dated 26th day of September, 2020;

Whereas the Settlor namely **Indiabulls Housing Finance Limited**, a company incorporated under the Companies Act, 1956, bearing CIN L65922DL2005PLC136029 and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001, through a Deed of Private Trust dated 03-12-2019 and registered as document No.654, in Book No.4, Volume No.1679, on pages 147 to 159, in the office of Sub Registrar-VII, New Delhi, on 09-12-2019, formed a private trust by the name of "Indiabulls Housing Finance Limited - Employees Welfare Trust" ("IBH – EWT") ("Original Trust Deed") for certain objects as mentioned in the Original Trust Deed, and the following persons were appointed as the Trustees of the said Trust.

- (1) Mr. Rajinder Singh Nandal S/o Mr. Shiv Lal Nandal, resident of VPO, Bohar, Rohtak, Haryana,
- (2) Mr. Ram Kumar Sheokand S/o Mr. Chandgi Ram, resident of 1197, Block A, Urban Estate, Jind-126102, Haryana, and
- (3) Mr. Gulab Singh Chail S/o Mr. Rishal Singh Chail, resident of 4198, Defence Colony, Near Gole School, Jind-126102, Haryana.

For Indiabulls Housing Finance Limited-

Employee Welfare Trust

AUTHORISED SIGNATORY

Deed Related Detail

Deed Name TRUST TRUST (MOVABLE)

Land Detail

Tehsil/Sub Tehsil Sub Registrar VII
 Village/City Connaught Place Building Type
 Place (Segment) Connaught Place
 Property Type Others
 Property Address House No.: M62 and 63 1st Floor, Road No.: , Connaught Place
 Area of Property 5,000.00 Sq.Feet 0.00 0.00

Money Related Detail

Consideration Value 0.00 Rupees Stamp Duty Paid 100.00 Rupees
 Value of Registration Fee 1,000.00 Rupees Pasting Fee 100.00 Rupees
 Transfer Duty Rupees Government Duty 100 Rupees

This document of TRUST TRUST (MOVABLE)

Presented by: Sh/Smt.

INDIABULS HOUSING FINANCE LTD
 EWT THR AJIT KUMAR

S/o, W/o Ashok Kumar Singh

R/o

45A FF WZ B:k Prem Nagar Uttam Nagar Nd

in the office of the Sub Registrar, Delhi this 05/10/2020 12:00:00AM day Monday between the hours of

Signature of Presenter

Execution admitted by the said Shri / Ms.
 INDIABULS HOUSING FINANCE LTD EWT THR AJIT KUMAR SINGH

and Shri / Ms.

N.A.

Who is/are identified by Shri/Smt./Km. Lalit Sharma S/o W/o D/o Mohan Lal Sharma R/o F No 111 Shree Vinayak Appt P No 5C Sec 22 Dwarka Nd

and Shri/Smt./Km. Ram Phal R/o 234/20 Gandhi Nagr Rohtak Rd Jind Hr

(Marginal Witness) Witness No. 1 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 08/10/2020 13:27:05



Registrar/Sub Registrar
 Sub Registrar VII
 Delhi/New Delhi



2093130100309

And whereas in terms of the authorization by the the Trustees in their meeting held on 26th September 2020, it was resolved by the Trustees, with the approval of the Compensation Committee, that the name of the Trust be changed from "Indiabulls Housing Finance Limited - Employees Welfare Trust" ("IBH – EWT") to "Pragati Employee Welfare Trust" ("Pragati – EWT").

And whereas it was further resolved in the said meeting that the said Mr. Ajit Kumar Singh be authorized to execute and get registered this Supplementary Trust Deed on behalf of the Trust to give effect to the abovesaid Resolution of changing the name of the Trust.

And whereas in pursuance of the said Resolution, the name of the Trust is hereby changed from "Indiabulls Housing Finance Limited - Employees Welfare Trust" ("IBH – EWT") to "Pragati Employee Welfare Trust" ("Pragati – EWT"). Accordingly, clause 2.3 of the Original Trust deed shall be modified to the extent mentioned below and the modified clause 2.3 shall be read as follows:

"2.3. Name of the Trust

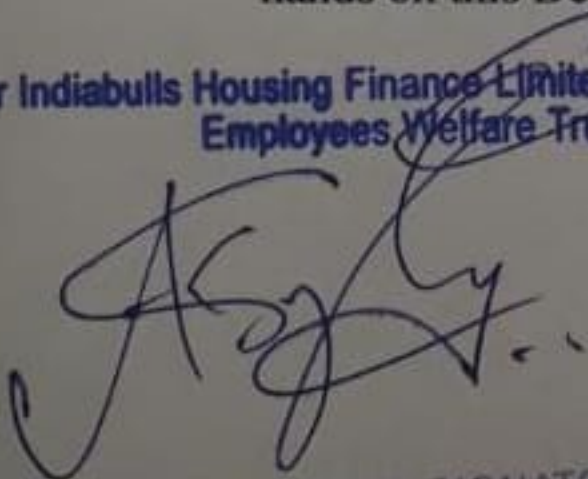
The Trust hereby created shall be called the "Pragati Employee Welfare Trust" ("Pragati – EWT")."

Now therefore all the relevant clause of the Original Trust deed wherein the name of the Trust is mentioned as "Indiabulls Housing Finance Limited - Employees Welfare Trust" ("IBH – EWT"), shall stand amended w.e.f. the date of Resolution passed and the name of the Trust shall be read as "Pragati Employee Welfare Trust" ("Pragati – EWT").

All other terms and conditions as specified in the Original Trust Deed shall remain unchanged and operative.

IN WITNESS WHEREOF the Trust through its authorized signatory have set its hands on this Deed on the day and year first herein above written.

For Indiabulls Housing Finance Limited -
Employees Welfare Trust

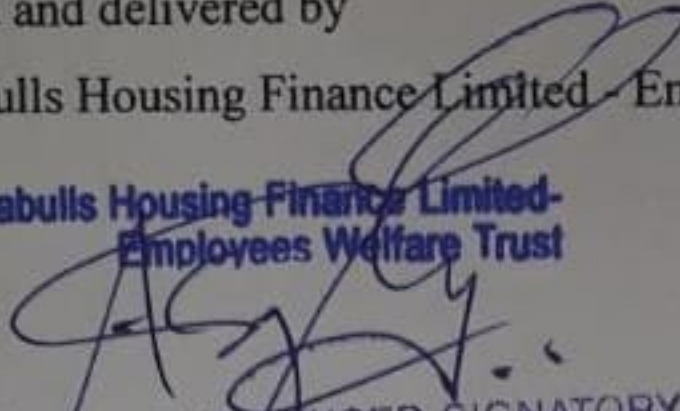


AUTHORISED SIGNATORY

Signed and delivered by

Indiabulls Housing Finance Limited - Employees Welfare Trust"

For Indiabulls Housing Finance Limited-
Employees Welfare Trust


Name: **Ajit Kumar Singh**
Designation: **Authorised Signatory**

Witnessed by:

1.

Name: Mr. Lalit Sharma

Fathers Name: Mr. Mohan Lal Sharma

Address: Flat No.111, Shree Vinayak Apartment,
Plot No.5C, Sector-22, Dwarka, New Delhi-110075.

Aadhaar No.7836 8353 5313

2.

Name: Mr. Parveen

Fathers Name: Mr. Ramphal

Address: 234/20, Gandhi Nagar,
Rohtak Road, Jind, Haryana-126102.

Aadhaar No.9826 2731 6034

Reg. No.
309

Reg. Year
2020-2021

Book No.
4



Ist Party

IInd Party

Witness

Ist Party

INDIABULLS HOUSING FINANCE LTD EWT THR AJIT KUMAR SINGH

IInd Party

N.A.

Witness

Lalit Sharma, parveen

Certificate (Section 60)

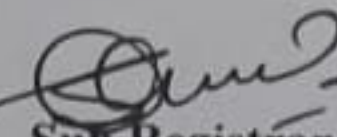
Registration No.309 in Book No.4 Vol No 1,691
on page 1 to 5 on this date
and left thumb impressions has/have been taken in my presence.

08/10/2020 1:30:23PM

day Thursday

Date 08/10/2020 13:27:30




Sub Registrar
Sub Registrar VII
New Delhi/Delhi



2093301100309



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

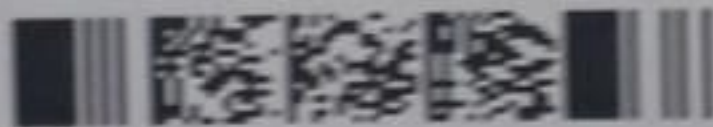
Receipt No DL1939202780619
Issue Date 04-OCT-2020 19:32
ACC Reference SHCIL/SHCIL NCT OF DELHI NEHRU PLACE
ESI Certificate No IN-DL88235625697962S
Purchased By INDIABULLS HOUSING FINANCE LTD EWT
Registration Fees Paid By INDIABULLS HOUSING FINANCE LTD EWT
Property Description M-62 AND 63, FIRST FLOOR, CONNAUGHT PLACE, NEW DELHI
Purpose Article 64 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)



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/>



LOCKED

*GSTIN Number : 07AABCS1429B1ZW

PAN: AABCS1429B

CIN: U67190MH1986GOI040506

SAC : 998599

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

For Indiabulls Housing Finance Limited-
Employees Welfare Trust

AUTHORISED SIGNATORY



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

₹100

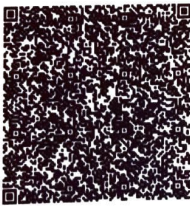
Handwritten signature

Certificate No. : IN-DL34807477479146U
Certificate Issued Date : 20-May-2022 12:28 PM
Account Reference : IMPACC (IV)/ dl1007403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL100740355152432585068U
Purchased by : PRAGATI EMPLOYEES WELFARE TRUST
Description of Document : Article 64 Trust
Property Description : 5TH FLOOR, BUILDING NO.27, K. G. MARG, CONNAUGHT PLACE, NEW DELHI
Consideration Price (Rs.) : 0
 (Zero)
First Party : PRAGATI EMPLOYEES WELFARE TRUST
Second Party : Not Applicable
Stamp Duty Paid By : PRAGATI EMPLOYEES WELFARE TRUST
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते



LOCKED



₹100

Please write or type below this line

IN-DL34807477479146U



For Pragati Employee Welfare Trust

(51)

Handwritten signature
Authorised Signatory

Mr. Sanjay Lohani

410-840277128597

MOB - 800097582

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

PRAGATI EMPLOYEES WELFARE TRUST PRAGATI EMPLOYEES WELFARE TRUST PRAGATI EMPLOYEES WELFARE TRUST PRAGATI EMPLOYEES WELFARE TRUST PRAGATI EMPLOYEES WELFARE TRUST

SUPPLEMENTARY TRUST DEED
(e-Stamp Certificate No.IN-DL34807477479146U)

THIS SUPPLEMENTARY TRUST DEED (hereinafter referred to as the "Supplementary Trust Deed" or "this Deed" or "Deed") is made on this 25th day of May, 2022 by :

"Pragati Employee Welfare Trust" ("Pragati – EWT"), (hereinafter referred to as the "Trust" which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns or any other entity consequent to any reorganization including merger and demerger), herein represented through its authorized signatory Mr. Sanjay Lohani, son of Mr. N. N. Lohani, resident of Flat No. 133-D, Regent, Shipra Sun City, Indrapuram, Shipra Mall, Shipra Sun City, Ghaziabad, Uttar Pradesh - 201014, duly authorized vide Resolution dated September 25, 2021 and April 26, 2022;

Whereas the Settlor namely **Indiabulls Housing Finance Limited**, a company incorporated under the Companies Act, 1956, bearing CIN L65922DL2005PLC136029 and having its registered office at 5th Floor, Building No.27, KG Marg, Connaught Place, New Delhi- 110001, India, through a Deed of Private Trust dated 03-12-2019 and registered as document No.654, in Book No.4, Volume No.1679, on pages 147 to 159, in the office of Sub Registrar-VII, New Delhi, on 09-12-2019, read with Supplementary Trust Deed dated 05-10-2020 and registered as document No.309, in Book No.4, Volume No.1691, on pages 1 to 5, in the office of Sub Registrar-VII, New Delhi, on 08-10-2020, formed a private trust by the name of "Pragati Employee Welfare Trust" ("Pragati – EWT") [earlier known as "Indiabulls Housing Finance Limited – Employees Welfare Trust" ("IBH – EWT")], for certain objects as mentioned in the Original Trust Deed.

And whereas in terms of the authorization by the Trustees in their meeting held on September 25, 2021, it was resolved by the Trustees, with the approval of the Nomination & Remuneration Committee, that the following clauses be incorporated in the Original Trust Deed.

For Pragati Employee Welfare Trust

Authorised Signatory

Deed Name TRUST Supplementary Trust

Land Detail

Tehsil/Sub Tehsil Sub Registrar VII

Village/City Cannught Place

Building Type

Place (Segment) Cannught Place

Property Type Others

Property Address House No.: 5THFLOOR BLDG 27 KG MARG, Road No.: Cannught Place

Area of Property 1.00 Sq.Meter 0.00 0.00

Money Related Detail

Consideration Value 0.00 Rupees

Stamp Duty Paid 100.00 Rupees

Value of Registration Fee 1,000.00 Rupees

Pasting Fee 100.00 Rupees

Transfer Duty 0 Rupees

Government Duty 100 Rupees

This document of TRUST Supplementary Trust

Presented by: Sh/Smt.

S/o, W/o

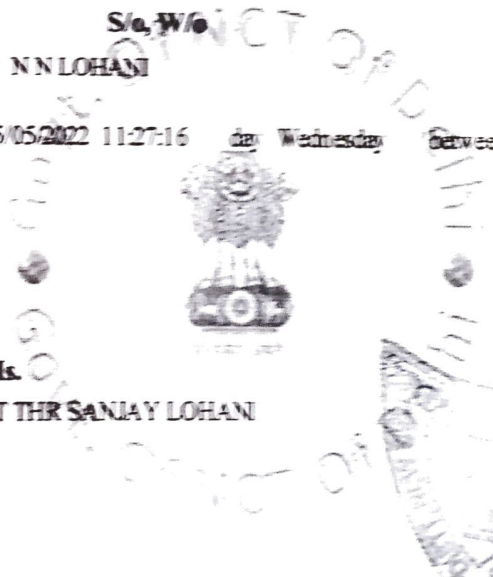
R/o

PRAGATI EMPLOYEES WELFARE TRUST THR SANJAY LOHANI

N N LOHANI

133D REGEENT SHIPRA SUN CITY INDRAPURAM SHIPRA MALL GZB UP

in the office of the Sub Registrar, Delhi this 25/05/2022 11:27:16 on Wednesday between the hours of



Registrar/Sub Registrar Sub Registrar VII Delhi/New Delhi

Signature of Presenter

Execution admitted by the said Shri / Ms. PRAGATI EMPLOYEES WELFARE TRUST THR SANJAY LOHANI

and Shri / Ms.

NA

Who is/are identified by Shri/Smt./Km. MOHIT KATHURIA S/o W/o D/o MANISH KUMAR R/o G 2-11 BUDH VIHAR PH I DELHI

and Shri/Smt./Km RAVI KUMAR S/o W/o D/o GOVIND PRASAD R/o 1958 SMALL FLATS HOUSING BOARD COMPLEX DHANAS CHANDIGHAR (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.

Registrar Sub Registrar VII Delhi/New Delhi

Date 25/05/2022 17:20:47



2293230100299

Rights and obligations of the Beneficiaries:

i) Right to information: Beneficiaries shall have the right to ask for information about the Trust and its administration to know w.r.t. enforcement of their rights.

ii) Each of the Beneficiary in his or her own interest should have an understanding of:

- a. terms of the offer or other benefits envisaged under any Scheme;
- b. purpose of the Trust; and
- c. overall principles of Trust administration.

iii) The Trustees shall have the power to prescribe any other rights and obligations and / or modify existing rights and / or obligations of the Beneficiaries, in accordance with the applicable laws, and may also seek recommendations of the Nomination & Remuneration Committee of the Settlor.

And whereas in pursuance of the Resolution dated April 26, 2022, the Office of the Trust is hereby changed from "M-62 & 63, First Floor, Connaught Place, New Delhi-110001" to "5th Floor, Building No.27, KG Marg, Connaught Place, New Delhi-110001". Accordingly, clause 2.4 of the Original Trust deed shall be modified to the extent mentioned below and the modified clause 2.4 shall be read as follows:


"2.4. Office of the Trust

The office of the Trust shall be situated at 5th Floor, Building No.27, KG Marg, Connaught Place, New Delhi- 110001. The Office may be shifted to any other place or places, as decided by the majority of the Trustees, to suit the convenience of administering the Trust."

And whereas it was further resolved in the said meeting that the said Mr. Sanjay Lohani be authorized to execute and get registered this Supplementary Trust Deed on behalf of the Trust to give effect to the abovesaid Resolutions of incorporating the abovesaid clause in the Original Trust Deed.

All other terms and conditions as specified in the Original Trust Deed and Supplementary Trust Deed shall remain unchanged and operative.

For Pragati Employee Welfare Trust


Authorised Signatory

IN WITNESS WHEREOF the Trust through its authorized signatory have set its hands on this Deed on the day and year first herein above written.

For Pragati Employee Welfare Trust

Signed and delivered by
"Pragati Employee Welfare Trust"

Sanjay
Authorised Signatory

Name: Sanjay Lohani
Designation: Authorised Signatory

Witnessed by:

1. *Sanjay*
Mr. Mohit Kathuria
s/o Mr. Manish Kumar
r/o G2-11, Budh Vihar Phase-I, Delhi.
Aadhaar No.3620 8169 5765

mob - 96 50 90 7729

2. *Ravi*
Mr. Ravi Kumar
s/o Mr. Govind Prasad
r/o 1938, Small Flats, Housing Board Complex,
Dhanas, Chandigarh.
Aadhaar No.4034 8595 6978

mob - 8056 3403 29

Reg. No.
299

Reg. Year
2022-2023

Book No.
4



Ist Party



Witness

IInd Party

Ist Party

PRAGATI EMPLOYEES WELFARE TRUST THR SANJAY LOHANI

IInd Party

NA

Witness

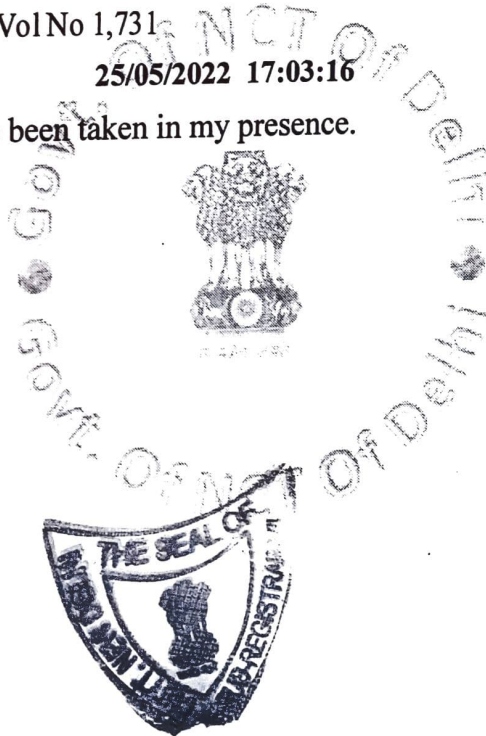
MOHIT KATHURIA, RAVI KUMAR


Certificate (Section 60)

Registration No.299 in Book No.4 Vol No 1,731
on page 106 to 110 on this date **25/05/2022 17:03:16**
and left thumb impressions has/have been taken in my presence.

day Wednesday

Date **25/05/2022 17:21:13**




Sub Registrar
Sub Registrar VII
New Delhi/Delhi





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

Receipt No DL1211881442173
Issue Date 24-MAY-2022 12:11
ACG Reference SHCIL/SHCIL NCT OF DELHI/NEHRU PLACE
ESI Certificate No IN-DL34807477479146U
Purchased By PRAGATI EMPLOYEES WELFARE TRUST
Registration Fees Paid By PRAGATI EMPLOYEES WELFARE TRUST
Property Description 5TH FLOOR, BUILDING NO.27, K. G. MARG, CONNAUGHT PLACE, NEW DELHI
Purpose Article 64 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)

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 be verified at website i.e.
<https://www.shcilestamp.com/Registration/>.



*GSTIN Number : 07AABCS1429B1ZW

CIN: U67190MH1986GOI040506

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

PAN: AABCS1429B

SAC : 998599

For Pragati Employees Welfare Trust
Alami
Authorised Signatory