Pitti Engineering Limited

(Formerly Pitti Laminations Limited) ISO 9001:2015 ISO 14001:2015

www.pitti.in

6th September 2024

To, BSE Limited Floor 25, P J Towers, Dalal Street Mumbai – 400 001

Scrip Code: 513519 Scrip Code: PITTIENG

Dear Sir,

Sub: Submission of Pitti Engineering Limited – ESOP Trust Deed under Regulation 3(3) of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021

To,

National Stock Exchange of India Limited

Exchange Plaza, Bandra Kurla Complex

Bandra (E), Mumbai - 400 051

As required under Regulation 3(3) of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 please find enclosed the executed and registered Pitti Engineering Limited Employee Welfare Trust Deed. You may please note that the Pitti Engineering Limited Employee Stock Option Scheme 2024 was approved by the Board of Directors at its meeting held on 15th May 2024 and its Shareholders at the Extra Ordinary General Meeting held on 13th June 2024.

Please take the above on your record.

Thanking you,

Yours faithfully, For Pitti Engineering Limited

Mary Monica Braganza Company Secretary & Chief Compliance Officer FCS 5532

CIN: L29253TG1983PLC004141

PITTI





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Tran Id: 240724171039806680
Date: 24 JUL 2024, 05:12 PM
Purchased By:
G. NAGARAJU
S/o G. SATYANARAYANA
R/o HYD
For Whom
PITTI ENGINEERING LTD

B MARY
LICENSED STAMP VENDOR
Lic. No. 16-07-001/2013
Ren.No. 16-07-004/2022
5-9-22/11/104hilltop Colony
Adarshnagar Hyderabad
Ph 9885160969

TRUST DEED

This DEED OF TRUST ("DEED") is declared and executed on this 5th day of September, 2024 at Hyderabad, Telangana. (hereinafter referred to as the "effective date")

BY AND BETWEEN:

PITTI ENGINEERING LIMITED, CIN L2953TG1983PLC004141, PAN XXXXX 5L a Company limited by shares, incorporated under the Companies Act, 1956, having its registered office at IVth Floor, Padmaja Land Mark 6-3-648/401, Somajiguda, Hyderabad, Telangana, 500082 represented by its MD & CEO SHRI AKSHAY SHARAD PITTI, Son of Shri Sharad Badrivishal Pitti, aged 38 years residing at 6-3-648, Moti Bhavan, Somajiguda, Hyderabad, Telangana, 500082 having DIN 00078760 PAN XXXXX/5G, AADHAR No. XXXXX 6826 duly authorized vide resolution of its board or unrectors dated 15th May 2024 (hereinafter referred to as the "Settlor" or the "Company" which expression shall, unless be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

For Pitti Engineering Limited

Akshay S Pitt MD & CEO DIN:00078760 B. The Kolledly.

Presentation Endorsement:

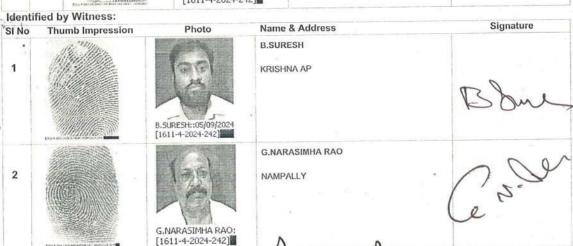
Presented in the Office of the Sub Registrar, S.R.Nagar along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 3000/- paid between the hours of on the 05th day of SEP, 2024 by Sri Akshay Sharad Pitti

Execution admitted by (Details of all Executants/Claimants under Sec 32A): Signature/Ink,Thumb Impression Photo Address Thumb Impression SI No Code AKSHAY SHARAD PITTI[R]PITTI ENGINEERING LIMITED 6-3-648 MOTI BHAVAN, SOMAJIGUDA HYD 1 AR AKSHAY SHARAD PIT [1611-4-2024-242] BADITHA KRISHNA RAO S/O. RAMA JOGA RAO BADITHA 6-3-609/23 102 DUGA ENCLAVE, ANAND NAGAR KHAIRATABAD HYD 2 TE BADITHA KRISHNA R [1611-4-2024-242] **BAGI THIRUMALA RAO REDDY** S/O. BAGI CHALAPATHI RAO 2-91/76/TL/303 303 MAHAVEERN TE LEGEND, WHITE FIELDS KONDAPUR RR DIST BAGI THIRUMALA RA [1611-4-2024-242]

Sub S 24 of Bk - 4, CS No 242/2024 & Sheet

Doct

Registrar R.Nagar



05th day of September,2024

Signature of Sub Registrar S D Manar

Biometrically Authenticated by SRO R Verkat Reddy on 05-SEP-2024 15:02:03

	E-KYC Details as received from UIDAI:							
SI No	Aadhaar Details	Address:	9	Photo				
1	Aadhaar No: XXXXXXXX6804 Name: Bagi Thirumala Rao Reddy	S/O BAGI CHALAPATHI RAO REDD\ Kondapur, K.v. Rangareddy, Telangana, 5		9				
2	Aadhaar No: XXXXXXXX4011 Name: Baditha Krishna Rao	S/O B Ramajoga Rao, Hyderabad, Hyderabad, Andhra Pradesh,	500004	0				







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LICENSED STAMP VENDOR Lic. No. 16-07-001/2013 Ren.No. 16-07-004/2022 5-9-22/11/104hilltop Colony Adarshnagar Hyderabad Ph 9885160969

- SHRI BAGI THIRUMALA RAO REDDY, Son of Shri Bagi Chalapathi Rao, age 63 years, residing at H-No.2-91/76/TL/303. Flat No.303, Mahaveer Legend, White Fields, Kondapur, KV Ranga Reddy, Telangana 500084, having PANXXXXXI8P, AADHAR No.XXXXX 6804 (hereinafter referred to the as the "Trustee 1" which expression shall, wherever the context so admits, mean and include permitted assigns).
- SHRI BADITHA KRISHNA RAO, Son of Shri Rama Joga Rao Baditha, age 61 years, residing at 6-3-609/23, Flat No 102, Durga Enclave, Anand Nagar Colony, Khairatabad, Hyderabad, Telangana, 500004 having PANXXXXXX47J, AADHAR NoXXXXXX 4011, Mobile No. 98XXXXX84 (hereinafter referred to the 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", which expression shall, unless be repugnant to the context or meaning thereof, be deemed to mean and include all the Trustees from time to time of this Trust, survivors and the legal representatives and executors, administrators and successors of the last of the survivor of the Trustees) of the OTHER PART;

For Pitti Engineering, Limited

Akshay \$ Pitti MD & CEO DIN:00078760 2 B. The hillely

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E-KYC Details as received from UIDAI: Address: Aadhaar Details

Name: Akshay Sharad Pitti

Aadhaar No: XXXXXXXX6826

Sharad Badrivishal Pitti, SIO

Hyderabad, Andhra Pradesh, 500082



Photo

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

Description	In the Form of						
of Fee/Duty	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	1000	0	0	0	0	0	1000
Transfer Duty	NA	0	0	0	0	0	JAK 100
Reg. Fee	NA	0	3000	0	0	0	3000
User Charges	NA	0	500	0	0	0/	500
Mutation Fee	NA	0	. 0	0	0	o o	O MA
Total	1000	0	3500	0	0	0	7 34500

Rs. /- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 3000/- towards Registration Fees on the chargeable value of Rs. 10000/- was paid by the party through E-Challan/BC/Pay Order No ,794JAS050924 dated ,05-SEP 24 of ,KARB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 3550/-, DATE: 05-SEP-24, BANK NAME: KARB, BRANCH NAME: , BANK REFERENCE NO: 4563753080739, PAYMENT MODE: NB-1001138, ATRN: 4563753080739, REMITTER NAME: SHRI AKSHAY S PITTI, EXECUTANT NAME: PITTI ENGINEERING LIMITED, CLAIMANT NAME: SHRI AKSHAY PITTI).

Date:

SI No

3

05th day of September,2024

S.R.Nagar

Signature of Registering Officer

Certificate of Registration

Registered as document no. 134 of 2024 of Book-4 and assigned the identification number 4 - 1611 - 134 - 2024 for Scanning on 05-SEP-24.

Registering Office

(R.Venkat Reddy)







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Tran Id: 240724171039806680 Date: 24 JUL 2024, 05:12 PM Purchased By: G. NAGARAJU S/o G. SATYANARAYANA R/o HYD For Whom PITTI ENGINEERING LTD B MARY
LICENSED STAMP VENDOR
Lic. No, 16-07-001/2013
Ren.No. 16-07-004/2022
5-9-22/11/104hilltop Colony
Adarshnagar Hyderabad
Ph 9885160969

The Settlor and the Trustee shall hereinafter jointly be referred to as the "Parties" & severely as a "Party".

WHEREAS:

- A. The Settlor is a public limited company undertaking the business inter alia of manufacturing of engineering products of iron and steel including electrical steel laminations, stator and rotor core assemblies, sub-assemblies, pole assemblies, die-cast rotors, press tools and high precision machining of various metal components and such other objects as mentioned in its Memorandum of Association from time to time and employing various persons for undertaking such business. The Equity Shares of the Settlor are listed on BSE Limited and National Stock Exchange of India Limited (collectively, the "Stock Exchanges").
- B. The Settlor intends to implement, an equity based employee benefit plans for the benefit of its employees with a view to attract, retain and incentivize them through an irrevocable Employee Welfare Trust.

For Pitti Engineering Limited

MD & CEO DIN:00078760 B. The Ho Kelly

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- C. At the meeting of the Board of Directors of the Settlor, held on 15th May, 2024, the Board of Directors considered and approved formulating a scheme for providing Options to its employees and employees of its subsidiary or associate companies as provided in the Pitti ESOP Scheme 2024 and it was approved by the Board of Directors of the Settlor to establish a Trust for the purpose of implementing the employees stock option plan known as "Pitti Engineering Limited Employee Stock Option Scheme 2024" ("Pitti ESOP Scheme 2024") as formulated, adopted, amended and advised by the Board of Directors of the Settlor through the Trust subject to such rules and regulations as applicable.
- D. On 13th June, 2024, the shareholders of the Settlor through Special Resolution passed at the Extra-Ordinary General Meeting have considered and approved Pitti ESOP Scheme 2024, extending benefits of Pitti ESOP Scheme 2024 to eligible employees as defined in the Scheme and its implementation through Trust route and accept and/or acquisition of equity shares either by way of issuance and allotment of equity shares by Settlor or from secondary market or by way of both.

For Pitti Engineering Limited

MD & CEO DIN:00078760 13 The Ro delly.

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Ren.No. 16-07-004/2022
5-9-22/11/104hilltop Colony
Adarshnagar Hyderabad
Ph 9885160969

- E. In pursuance of the said resolutions of the Settlor, the Settlor desires to establish an irrevocable trust namely "Pitti Engineering Limited Employee Welfare Trust ("Trust") under the provisions of the Indian Trusts Act, 1882, in the nature of an employee benefit and welfare trust, through this Trust Deed, for implementing share based benefit schemes for its employees and employees of its subsidiary or associate companies as provided in the Pitti ESOP Scheme 2024 in due compliance with Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 ("SEBI Regulations") and provisions of the Applicable Laws including the Indian Trust Act, 1882. The Trust shall be empowered to acquire or purchase Equity Shares of the Settlor by way of issuance and allotment of equity shares by Settlor or from secondary market or by way of both and to do various acts and deeds to give effect to such Schemes and carry out all related and connected acts and such acts as may be specified in this Trust Deed.
- F. At the request of the Settlor, the Trustees have consented to act as the Trustees of these presents, as it is testified by their being parties to these presents. The Trustees shall act as the Trustees of the Trust in accordance with the terms and conditions contained in this Deed.

For Pitti Engineering Limited

Akshay 8 Pital MD & CEO DIN:00078760

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- 6. Any term not defined under this Deed but defined in the Pitti ESOP Scheme 2024 shall have the meaning assigned to it under the said Scheme.
- H. The Settlor has handed over to the Trustee a sum of ₹ 10,000/- (Rupees Ten Thousand), the payment and receipt whereof the Trustee hereby admits, and acknowledges as initial corpus ("Initial Corpus") of the Trust hereby constituted.
- The Settlor and the Trustees have agreed to execute this Deed to record herein the nature and scope of their respective rights, duties and entitlements with respect to the Trust.

NOW THEREFORE THIS DEED WITNESSETH IT IS HEREBY AGREED BY AND BETWEEEN THE PARTIES HERETO AS FOLLOWS:

1. Definitions and Interpretation

1.1 Definitions: Unless otherwise defined herein, any terms used in this Deed shall have the meanings given to them in the respective Schemes implemented by the Settlor from time to time. In this Deed, in addition to the terms defined in the introduction to, recitals of and the text of this Deed, unless repugnant to the meaning or context thereof, the following terms shall have the meanings set forth below:

For Pitti Engineering Limited

Akshay S Pitti MD & CEO

DIN:00078760

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LICENSED STAMP VENDOR Lic. No. 16-07-001/2013 Ren.No. 16-07-004/2022 5-9-22/11/104hilltop Colony Adarshnagar Hyderabad Ph 9885160969

- "Applicable Laws" means the legal requirements relating to the Scheme, including, without limitation, the tax, securities or corporate laws, the requirements of any stock exchange in which the shares may be listed or quoted and, if applicable, foreign exchange laws.
- "Beneficiary/ Beneficiaries" means such employees admitted to the benefits of Pitti ESOP Scheme 2024 and any other such employee benefit schemes and includes where the context so requires, heirs, executors and administrators of a deceased employee.
- "Board of Directors" means the Board of Directors for the time being of the Settlor.
- "Board of Trustees" means all Trustees existing at any point in time during the Trust Period.
- "Compensation Committee / Committee " means the Nomination and Remuneration Committee established by the Company and designated as the Compensation Committee for this Scheme. The Constitution of the Compensation Committee shall be in compliance with the SEBI Regulations.
- "Deed" means this Deed and deems to include any legally effective variation, modification, 13 The Kokely. amendment, and substitution thereof.

For Pitti Engineering Limited

DIN:00078760

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Adarshnagar Hyderabad

Ph 9885160969

- g. "Employee" means such personnel as defined under the Pitti ESOP Scheme 2024, as amended from time to time.
- h. "Grantee" shall have the same meaning as defined under the Pitti ESOP Scheme 2024, as amended from time to time.
- "Option" means the option given to a Beneficiary which gives the right but not an obligation to purchase or subscribe at a future date, the Equity Shares offered by the Settlor, directly or indirectly, at a pre-determined price.
- "Scheme" shall mean the Pitti ESOP Scheme 2024 or any other employee benefit schemes/ plans that may be implemented by the Settlor from time to time.
- k. "SEBI Regulations" means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended from time to time, read with all circulars and notifications issued thereunder.

For Pitti Engineering Limited

Akshay S Pitti MD & CFO DIN:00078760 B. The Ro Kedly

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Tran Id: 240626104221203529 Date: 26 JUN 2024, 10:45 AM Purchased By: G. NAGARAJU S/o G. SATYANARAYANA R/o HYD For Whom PITTI ENGINEERING LTD, SOMAJIGUDA, HYD

KARANAM NAGARAJAMANI LICENSED STAMP VENDOR Lic. No. 16-11-046/1999 Ren.No. 16-11-016/2023 6-2-975, KUSHAL TOWERS KHAIRATABAD, HYDERABAD Ph 9885096145

- "Secondary Acquisition" means acquisition of existing shares of the Settlor by the Trust on the platform of a recognized stock exchange for cash consideration.
- m. "Settlor" shall mean Pitti Engineering Limited, a company incorporated under the provisions of the Companies Act, 1956.
- n. "Trust" means the irrevocable trust namely "Pitti Engineering Limited Employee Welfare Trust" settled through this Deed.
- o. "Trust Fund" means the aggregate of the Initial Corpus and any income accruing to the Trust, donations, contributions, and advances lawfully received by the Trust from time to time.
- p. "Trustee" means any person whether a natural individual or a corporate entity being appointed as a trustee in the Deed and in compliance with the SEBI Regulations.
- q. "Trust Period" means the period beginning from the Effective Date and enduring till, the earlier of winding up of the Settlor or extinction of the Trust, or if prior thereto the Trustees are of unanimous opinion in due-compliance with provisions of Applicable Laws and of this Deed that it is expedient to advance the date, then the date which the Trustees may with the consent of the Settlor specify in writing. B. The Rodely.

For Pitti Engineering Limited

Akshay S Pitti MD & CEO DIN:00078760



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6-2-975, KUSHAL TOWERS KHAIRATABAD, HYDERABAD Ph 9885096145

r. "Trust Property" shall include the aggregate of the Trust Fund and all the Equity Shares of the Settlor held by the Trust from time to time.

1.2 Interpretation

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

- a. Any reference to the provisions of any statute shall be deemed to include reference to the same as in force (including any amendment or re-enactment) at the time the matter relating thereto occurs.
- b. Articles and paragraph headings are inserted for ease of reference only and shall not affect the interpretation of this Deed.
- c. Words and expressions defined in the Companies Act, 2013 and SEBI Regulations shall bear the same meanings herein.
- d. Words denoting one gender include all genders; words denoting company include body corporate, corporations and trusts and vice versa; words denoting the singular include the plural; and words denoting the whole include a reference to any part thereof. B. The Ku deds

For Pitti Engineering Limited

Akshay S Pitt MD & CEO DIN:00078760



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- e. Reference in this Deed to any document, security or agreement includes reference to such document, security or agreement as amended, novated, supplemented, varied or replaced from time to time.
- f. References to "this Deed" mean this Deed together with its recitals and Schemes framed pursuant hereto.
- g. The words "including", "include" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words.

2. Name, Principle Office and Nature of the Trust

- a. The Trust shall be known as "Pitti Engineering Limited Employee Welfare Trust" ("Trust").
- b. The Principal office of the Trust shall be situated at IVth Floor, Padmaja Land Mark 6-3-648/401, Somajiguda, Hyderabad, Telangana, India, 500082 or at any other place as may be determined by the Trustees from time to time.
- c. The Trust shall be irrevocable at all times and the Settlor does hereby release, relinquish, disclaim, surrender and determine all its rights, title, interest or power in the Trust property, subject to the provisions of this Deed.

3. Details of the Scheme administered by the Trust

The Board has implemented the Pitti ESOP Scheme 2024 for the benefit of the Employees, to allow them to participate in the stock ownership of the Company / Settlor subject to the conditions mentioned in the Scheme. Pitti ESOP Scheme 2024 shall form an integral part of the Trust.

The salient features of the Pitti ESOP Scheme 2024 are as follows:

- a. The Scheme permits the Trust to acquire or purchase Equity Shares of the Settlor, utilizing the Initial Corpus, interest free loan provided by the Settlor and other Trust Funds held or acquired by the Trust from time to time for the purpose of administering the Scheme;
- b. The Scheme provides for grant of Options by the Settlor, from time to time, in one or more tranches, to the Beneficiaries, as may be approved by the Committee. The Beneficiaries shall get a right to exercise the Options upon vesting thereof, on payment of exercise price together with the applicable taxes and apply to the Trust for Shares of the Settlor, in terms of the Scheme;
- c. On realization of the exercise price and recovery of applicable taxes, the Trust shall transfer Shares held by it to the Beneficiary in terms of the Scheme;
- d. The Committee shall supervise the Scheme, whereas the Trust shall undertake the general administration of the Scheme; and 13. The Kokedoly.

For Pitti Engineering Limited

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e. The procedure prescribed by the Committee, may inter alia require the Beneficiaries to authorize any person nominated by the Company including the Trust to deal in the Shares arising out of exercise on behalf of the Beneficiaries till the realization of sales proceeds of Shares.

4. Objects of the Trust

The objects of the Trust shall include inter alia:

- Administering, managing, funding and implementing the Scheme introduced by the Settlor from time to time and in accordance with the terms of such Scheme;
- Acquisition of Shares by subscribing to primary Shares or by purchasing through Secondary market or by way of both, as allowed under the Scheme and in accordance with the Applicable Laws;
- c. Transferring Shares to the Beneficiaries at such stages and upon such terms and conditions in accordance with the terms of the Scheme;
- d. To dispose of Equity Shares held by the Trust in any manner in accordance with the Applicable Law;
- e. To repay the loans and other forms of financial assistance provided by the Settlor from the funds available from the exercise of options by the Employees, dividends or any other income of the Trust;
- f. To carry out any other act or deed for the benefit of the Employees;
- g. To borrow monies, on such other terms and conditions as the Trustee may deem fit, for subscribing to or purchasing the Equity Shares of the Company for the purposes of this Trust;
- h. Dealing in cash and other assets in accordance with the terms of the Scheme, provisions of this Deed and applicable Laws including making deposits in bank accounts, fixed deposits or invest any available funds of the Trust in any manner as the Trustee deems appropriate; and
- Performing such other acts, deeds or things either independently or in conjunction with other
 matters or objects, as are, in the opinion of the Trustees, incidental or conducive to the welfare
 of the Beneficiaries or the attainment of any one or more of the objects of the Trust.

5. Settlement of the Trust

a. The Settlor hereby settles upon the Trust the Initial Corpus and thereby establishes the Trust under the name of Pitti Employee Welfare Trust for the benefit of the Beneficiaries and for the purposes and objects set out in this Deed. The Trust shall be irrevocable in nature.

For Pitti Engineering Limited

Akshay S Pike MD & CEO DIN:00078760 B. The heldy.

Sheet 12 of 24 Sub Registrar S.R.Nagar Bk - 4, CS No 242/2024 & Doct No 134/2024. Sheet 12 of 24

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- b. For effectuating the said desire and in consideration of this Deed, the Settlor hereby declares that it has prior to the execution of these presents handed over to the Trustees the Trust Property including the Initial Corpus and all the estate, right, title, interest, property, claim and demand whatsoever at law and in equity.
- c. The Trustees shall henceforth hold, and stand possessed of the Trust Property upon trust and subject to the power, provisions, agreements and declarations hereinafter declared concerning the same.

6. Beneficiaries

Under this Trust shall mean such persons as defined in Clause 1 of this Deed. Subject to the provisions of the Scheme, in the event of any Option Grantee ceasing to be an Employee, he shall ipso facto cease to be a Beneficiary of the Trust, except to the extent of benefits accrued to him (or to his legal heir/ nominees in case of his death while in employment) as per specific terms and conditions of the Scheme. Subject to the terms of the Scheme and the advice of the Compensation Committee, the Trustees shall be entitled from time to time to add to the list of Beneficiaries of this Trust, the name of any person who is an Employee under the Scheme.

a. Rights of Beneficiaries:

- Right to information: Beneficiaries, on demand, shall have the right to be provided enough information about the Trust and its administration to know how to enforce their rights.
- ii. Right to accounting: Beneficiaries, on demand, are entitled to Trust accounts which is a report of all income, expenses, and distributions from the Trust.
- b. <u>Obligation of Beneficiaries:</u> Each Beneficiary in his or her own interest may have a general understanding of the working of the trust mechanism and the terms of the Scheme.

7. Trust Fund and its application

- a. The Trust may be funded by the Settlor by way of interest free loans or any other form of financial assistance (including donations, contributions, grants, gifts, endowments, etc.) as may be determined by the Settlor, or by way of a loan or other form financial assistance from other Persons, or in any combination thereof, in accordance with Applicable Laws.
- b. Trustee shall hold, and stand possessed of the Trust Fund, including any investment made out of such fund and any accumulation, addition and accretion thereof including dividend on Shares held.
- c. Subject to Applicable Law, the Trustee shall hold the Trust Funds and the income thereon in trust for the Beneficiaries, on such terms and conditions as may be provided in the Scheme, and deal with the same for the objects set out in this Deed, including the following:

For Pitti Engineering Limited

Akshay S Pitti MD & CEO DIN:00078760 13

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Akshay S Pri MD & CEO DIN:00078760



- > To acquire Equity Shares of the Company in compliance with the provisions of the SEBI Regulations;
- > To make such investments and purchase such assets as the Trustee deems fit to help in giving effect to the objects of this Trust;
- > To repay loans and other forms of financial assistance from the funds available from Exercise of Options by employees, dividends or any other income of the Trust;
- > To deposit in bank accounts, fixed deposits or invest in any manner as the Trustees deem appropriate any available funds of the Trust; and
- > To perform such other acts, deeds or things, which in the opinion of the Trustees is incidental to the implementation of the Scheme(s) or the attainment of any one or more of the objects of the Trust.
- d. The Trustees shall ensure that the Trust shall not enter into any derivatives contract or purchase or sell or deal in any derivatives product either directly or through any broker or any agent in any part of the world.
- e. The Trust shall not sell any Equity Shares or other securities held by it in the secondary market or deal with the Equity Shares or other securities, except as permitted under the SEBI Regulations.
- f. Without detracting in any way from the generality of the foregoing, the Trust Fund will be applied for the purpose of distribution at the end of the Trust Period as may deem fit by the Compensation Committee of the Settlor.

8. Trust Property

- a. The Trustee shall henceforth hold and stand possessed of the Trust Property (which expression shall, unless repugnant to the subject or context, also include any other sum of money, property and investments of any kind whatsoever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Trustees or come to their hands by virtue of this presents or by operation of law or otherwise howsoever in relation to these presents including all donations, gifts, bequests and legacies either in cash or other properties movable or immovable or otherwise, howsoever which may be received by the Trustees from time to time for the purpose of this presents) and all accretions thereto and income including capital gains and dividend arising therefrom or related thereto settled upon the Trust and subject to the powers, provisions, agreements and declarations hereinafter declared and contained concerning the same.
- b. The Trustee shall hold the Trust Property for the exclusive purpose of the Scheme. To the extent, any such property in excess of requirement of the Scheme, may be applied for the benefit of all the Beneficiaries or any one or more of them to the exclusion of the other or others ructed by the Server.

 By Jack Medley.

 Salar in such share and in such manner and in all respects as instructed by the Settlor.

For Pitti Engineering Limited

Akshay S Pitti

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c. There are no immovable properties and shares in the name of the Trust as on the effective date.

9. Restriction on sale of Shares

In the event the Trust/ Trustee is possessed of Shares of the Settlor, it is not permitted to sell, transfer or otherwise dispose of the same, except in compliance with a direction or permission of the Settlor, as per terms of the Scheme, and in due compliance with the prevailing SEBI Regulations.

10. Trustees

- a. The number of Trustees of the Trust where individuals or one person companies, as defined under the Companies Act, 2013, are appointed as Trustees, there shall be a minimum of 2 (two) such Trustees and in case a corporate entity is appointed as a Trustee, then it may be the sole Trustee.
- b. Any person can be a trustee of the trust, except as mentioned below:
 - · Director/ Key Managerial personnel (KMP)/ Promoter of the Settlor or group companies (including holding/subsidiary/associate companies) or any relative of such director/ KMP/ promoter or
 - A person who beneficially holds 10% or more of the paid-up capital or the voting rights of the Settlor.
- c. The continuance of a Trustee in such capacity shall be at the discretion of the Settlor and his appointment as a Trustee shall forthwith be cancelled and his office vacated on receipt of written intimation from the Settlor to this effect to the Trustee concerned and other Continuing Trustees, if any.
- d. If the office of a Trustee is vacated, either by death, insanity, resignation, insolvency, refusal or neglect to act as Trustee or on his otherwise becoming incapable or unable to act in the Trust of these presents, the Settlor shall be under no obligation to fill the vacancy occasioned in respect of any Trustees so removed or any other vacancy in the number of Trustees until it thinks fit and so long as the number of Trustees shall not be less than two (unless corporate entity is appointed as a Trustee) and pending the filling-in of any vacancy, the continuing Trustees shall have power to act.
- e. Upon any appointment or re-appointment of a new or additional Trustee, the Trust Property shall if and so far as may be necessary or be required, be deemed to be transferred so that the same may be vested in all the Trustees for the time being (including the re-appointed, new or additional Trustee), and such re-appointed, new or additional Trustee shall have the same powers authorities and discretion as if he had been originally appointed as Trustee under this Deed. 13. The Rolledy.

For Pitti Engineering Limited

Akshay S Pitti MD & CEO DIN:00078760

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- f. The Trustees appointed hereby or any of them or any future Trustees, who may die or be out of India for more than one year continuously or become bankrupt or insolvent or desire to be discharged or refuse to, or become unfit or incapable to act, then, and in every such case, it shall be lawful for the surviving or continuing Trustees for the time being with the approval of the Settlor, to appoint a new Trustee and upon every such appointment the Trust Property shall (if and so far the nature of the funds or other circumstances shall require or admit) be transferred so that the same shall be vested in the Trustees for the time being.
- g. Without prejudice to relevant provisions of Applicable Laws and subject to cognizance of Settlor, a Trustee shall stand discharged from his office on tendering resignation in writing or on the happening of any of the disqualifying events mentioned in sub-clause above.
- h. If the Settlor or any company/ entity into which the Settlor is amalgamated or merged, ceases to exist on account of winding up or dissolution or otherwise, then and in such event, the Trustees of the Trust shall step into the place of the Settlor and such Trustees shall jointly exercise or fulfil as the case may be, the rights and obligations cast upon the Settlor in this Deed.
- i. It shall be lawful for the Trustees from time to time to frame such rules and regulations, in compliance with the Schemes, objects of the Trust, Applicable Laws and subject to the approval of Settlor, for the management and administration of the Trust as they shall think fit and to add, alter, amend, substitute or vary the same and to make new rules and regulations provided that such rules and regulations shall not be inconsistent with the objects and interests of the Trust. However, the Trustees shall not have any power under this clause to vary the Schemes nor this Deed and the said power shall rest with the Settlor.

11. Meeting of Trustees

- a. Quorum in case of more than one Trustee The Trustees shall form and regulate their own procedure relating to meeting of Board of the Trustees. In case of a sole corporate Trustee, the quorum or any meeting of the Board of Trustees shall be 1 vis-à-vis in case of 2 or more individual Trustees, the quorum shall be 2 Trustees present in person or through electronic mode. In case the requisite quorum is not present within half an hour of the meeting, it shall stand adjourned till decided again by the Trustees. The Trustees shall, except with reference to the requirement of quorum, be entitled from time to time to alter or change their procedure as framed or regulated.
- b. Board of Trustees may call such number of meetings as thought fit in a financial year.
- c. A meeting of the Trustees for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under the Trust vested in the Trustees or otherwise exercisable by them.
- d. In case of more than one Trustee, such Trustees may from time to time elect from among the Trustees a Chairman of the Board of Trustees and determine the period for which he is to hold office. If at any meeting of the Board of Trustees, the Chairman is not present within thirty minutes of the time appointed for holding the same, the Trustees present may choose one 13. The Rolledly.

For Pitti Engineering Limited

Akshay S Pitti MD & CEO DIN:00078760

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- among themselves to be the Chairman of the meeting. The Chairman may preside at all meetings of the Trustees.
- e. Unless agreed by all the Trustees to have their meeting at shorter notice, at least two clear days' notice shall be given to the other Trustee or Trustees as to the place, hour and day of the meeting and of the nature of the business to be transacted thereat.

12. Decision in a meeting and committees of the Trustees

- a. Decision by majority in case of more than one Trustee Trustees having difference of opinion arising among them in all matters wherein the Trustees shall have a discretionary power, the votes of the majority of the Trustees, for the time being in the matter shall prevail and shall be binding on all the Trustees including the Trustees who may not have voted provided however that if as a result of one Trustee not having voted, or the Trustees shall be equally divided in opinion the matters shall be decided according to the casting vote of the Chairman of the Board of Trustees or the Chairman of the meeting as the case may be.
- b. The Trustees shall meet together as may be necessary for the purpose of this Trust and all decisions relating thereto taken by a majority of the Trustees present at any meeting of the Trustees of which due notice has been given to all the Trustees shall be as effective for all purposes as if such decisions had been the unanimous, decision of all the Trustees.
- c. A written minute of decision of Trustees taken in a meeting held in any recognized manner shall if signed by the Chairman of the Board of Trustees or Chairman of the meeting be as effective for all purposes as if such decision had been reached in a duly convened meeting of all the Trustees.
- d. The Trustees may appoint such Committee or Committees of the Trustees for such purpose or purposes and with such powers and authorities always within the powers and authorities of the Trustees themselves and upon such terms and conditions including in particular the removal of members of any such Committee or Committees and the appointment of other members in their place as the Trustees shall from time to time decide.

13. Trustees to carry out directions

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

For Pitti Engineering Limited

Akshay S Pitti

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For Pitti Engineering Limited OFFICE OX Akshay S P MD S GEO DIN:000737 The Seal of Sub Registrar office S.R.NAGAR BREGIST



14. Duties of the Trustees

- a. Notwithstanding anything contained elsewhere in this Deed, the Trust and the Trustees shall always act in accordance with:
 - i. the objects of the Trust;
 - ii. the guidelines of the Compensation Committee existing or framed from time to time;
 - iii. provisions of the Applicable Laws;
 - iv. the terms and conditions of the Schemes.
- b. The Trust shall not become a mechanism for trading in Equity Shares and hence shall not sell the shares in secondary market except under the following circumstances:
 - i. cashiess exercise of options at the discretion of the Compensation Committee;
 - participation in buy-back or open offers or delisting offers or any other exit offered by the Settlor generally to its shareholders, if required;
 - iii. for repaying the loan, if the un-appropriated inventory of Equity Shares held by the Trust is not appropriated within a reasonable period which shall not extend beyond the end of the subsequent financial year or the second subsequent financial year subject to approval of the Compensation Committee for such extension to the second subsequent financial year; and
 - iv. winding up of the Schemes;
 - v. Any other circumstances provided under the SEBI Regulations;
- c. The Trustees shall not exercise voting power in respect of Equity Shares held by the Trust.
- d. The Trustees shall act in the interest of the Beneficiaries and subject to provisions of SEBI Regulations, the trustees shall not act in any manner or include any provision in this Deed that would be detrimental to the interests of the Beneficiaries.
- e: The Trust silan make disclosures and comply with other requirements, as may be applicable under the Applicable Laws, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time.
- f. The Trust will never act in a manner, which is illegal and unlawful in nature and which is opposed to public policy and contrary to the law of India.
- g. The Trust shall not act in violation of the Prevention of Money Laundering Act, 2002 and will not receive any donations from abroad without complying with the requirements under The Foreign Contribution (Regulation) Act, 2010 and Applicable Laws.

For Pitti Engineering Limited

Akshay S Pitti MD & CEO DIN:00078760 B. Jale R. Reddy.

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15. Powers of the Trustees

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

- a. full power and discretion to agree with the Settlor on all matters relating to the operation and administration of the Trust and no person claiming or entitled to any interest under the Trust shall be entitled to question the legality and correctness of any arrangement or agreement made between the Settlor and the Trustees in relation to such operation and administration;
- b. by resolution authorise the manner in which cheques and other documents shall be signed and endorsed on Trust's behalf;
- c. to appoint, suspend, or dismiss the salaried persons of the Trust,
- d. to provide for benefits for the salaried persons of the Trust, if deemed necessary,
- e. to hear and deal with complaints pertaining to the affairs of the Trust,
- f. to hold the Trust Fund and administer the Trust Property and pay all costs, charges and expenses in any way incurred by the Trust, and to have custody of the records, documents, papers, etc. of the Trust, and to examine and check the accounts and other records of the Trust;
- g. from time to time appoint with or without remuneration (as may be determined) managers, secretaries, clerks and other employees as may be deemed expedient for carrying out the objects and purposes of the Trust;
- h. to make, vary or rescind rules and orders, if any, for the administration of the objects of the Trust and the management, control and maintenance of all properties, moneys, documents and books of account pertaining to the Trust and for the conduct of the affairs of the Trust;
- at any time and from time to time by power of attorney to appoint any person or persons to be the Attorney or Attorneys of the Trust for such purposes and with such powers, authorities and discretions and for such period and subject to such conditions as the Trustees may from time to time think fit;
- j. to enter into all such negotiations and contracts and rescind and vary all such contracts and execute all acts, Deeds and things in the name and or on behalf of the Trust as the Trustees may consider expedient for or in relation to any of the objects of the Trust;
- k. to authorise any person or persons whether Trustees or not to sign and execute all contracts, agreements, documents, instruments, Deeds and papers whatsoever relating to the administration and affairs of the Trust or otherwise in which the Trust is interested;
- to institute, conduct, defend, compromise or compound or abandon any legal proceedings or refer to arbitration, dispute, differences, claim, demands or things by or against the Trust or its officers or otherwise concerning the affairs of the Trust and also to compound and allow time for payment or satisfaction of any dues or of any demand by or against the Trust

For Pitti Engineering Limited

Akshay S Pitti MD & CEO DIN:00078760 19

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- m. to refer any dispute, difference, claims or demand or things relating to any matter in connection with, by or against the Trust to arbitration and to do all other things proper for such purpose and observe and perform the award;
- n. to make payments from the Trust Fund for carrying out the objects of the Trust;
- to do such other acts for the furtherance of the objects of the Trust and/or Scheme to the extent allowed under Applicable Laws.

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

The Trustees shall be entitled from time to time to open, operate and maintain one or more dematerialized (de-mat) accounts and/or trading accounts and subscribe, hold and deal in the shares of the Settlor in the de-mat form in the nature of the Trust or in the name of Trustees such two or more of them at such depository or depositories of the Trustees from time to time.

16. Power of the Settlor

The Settlor may subject to the provisions of the Applicable Laws and prior approval of its shareholders at any time make, suspend, extend or alter the terms of its Schemes in any respect as it thinks fit provided that such alteration or variation shall not be prejudicial to the interests of the Beneficiaries. Any change or modification in the Schemes shall be intimated to the Trustees.

17. Restriction on Voting

The Trustees shall not vote in respect of Shares held by the Trust to avoid any misuse arising out of exercising such voting rights.

18. Reimbursement

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

19. Liability of Trustees

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

For Pitti Engineering Limited

Akshay S Pitti MD & CEO DIN:00078760 20

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or deficiency of any securities nor for any other loss unless the same shall happen through its/their own wilful default.

20. Record, Accounts & Audit

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- a. The Trustees shall make arrangements to prepare and keep all necessary account including the accounts of individual Beneficiary's records, transfers and other documents in connection with the operation of the Trust and to generally carry out all administrative work in connection therewith.
- b. The Trustees shall cause to keep minutes of their proceedings and shall also keep and maintain proper books of account, records and documents, for each Schemes (if more than one scheme is subjected to this Trust) so as to explain its transactions and to disclose at any point of time the financial position of each such Schemes and in particular give a true and fair view of the state of affairs of each such Scheme.
- c. If required under any Applicable Laws, the Trustees shall submit the Trust accounts to audit by a practicing chartered accountant or firm of chartered accountants being entitled to audit under the Applicable laws and as soon as conveniently may be after each such audit deliver audited accounts to the Settlor.

21. Professional Advice

The Trustees may act on the advice or opinion of any lawyer, broker, actuary, accountant or other professional or businessperson whether such advice was obtained by the Trustees or by the Settlor and shall not be responsible for any loss occasioned by their so acting.

22. Professional charges of Trustees

Any Trustee being a solicitor, accountant or other person engaged in any profession or business shall be entitled to be paid all usual professional or proper charges for business transacted, time expended, and acts done by him or any partner of his in connection with the trusts of this Deed including acts which a Trustee not being in any profession or business could have done personally.

23. Removal of Trustees

- a. The Settlor may at any time without any other formality
 - i. remove any person from the office of Trustee;
 - ii. accept the resignation of a Trustee from such position; and
 - iii. appoint new or additional Trustee.

For Pitti Engineering Limited

Akshay S Pitti MD & CEO 13. Jhla Kodaldy.

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b. Words, expressions, clauses, sections, regulations not incorporated in this Deed but forming an integral part of the Scheme, and Applicable Laws including any statutory modification or reenactment thereto, shall be deemed to be included in this Deed and form an integral part of it.

IN WITNESS WHEREOF THE SETTLOR AND THE TRUSTEES HAVE SET THEIR HANDS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

Signed and delivered by the authorized representative Shri Akshay Sharad Pitti, MD & CEO, for and on behalf of Pitti Engineering Limited, Settlor in the presence of the following witnesses.

Signed and delivered by the within named Trustees, in the presence of the following witnesses.

Signed and delivered by the within named Trustees, in the presence of the following witnesses.

Bagi Thirumala Rao Reddy

2.

Baditha Krishna Rao

WITNESSES

Witness 1 Signature:	Witness 2 Signature:
Name: Bons	Name:
Address:	A ddronor

Sub Registrar S.R.Nagar Bk - 4, CS No 242/2024 & Doct No 134/2024. Sheet 23 of 24 Sheet 23 of 24

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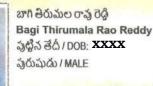
అక్రయ్ శరద్ పిట్టి Akshay Sharad Pitti දාසිය මයි / DOB: XXXX කුරාකුයා / Male



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నా ఆధార్, నా గుర్తింపు







मेरा आधार, मेरी पहचान

దిరువామా: SIO శరద బడ్డివిశాల్ పిట్ట్, ఒ-కాటులు, మాత్రి దిఎస్. హోమాజీగూడ, హైదరాభార, ఆంధ్ర ప్రదేశ్, 500082

Address: S/O Sharad Badrivishal Pitti. 6-3-648, Moti Bhavan, Somajiguda, Hyderabad, Andhra Pradesh, 5000B2



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आरतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India

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August S. C/O Bagi Chalapathi Rao Reddy, 54-366A3 And A4/B-8/8208 Janapriya Metropolis, -, Erragadda, Sanathnagar, Hyderabad, Telangana, 500018 B Thelall



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చిరునామా: s/o బి రామజోగ రావు

ఎన్మేష్, ఆనంద్ నగర కాలనీ, ఖైరతాబాద్

హైదరాబాద్, హైదరాబాద్, ఆంద్ర ప్రదేశ్

6-3-609/23 ఫ్లాట్ నం-102 దుర్గ





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భారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address: S/O B Ramajoga

Colony, Khairatabad, Hyderabad, Andhra Pradesh,

Rao, 6-3-609/23 Flat No-102

Durga Enclave, Anand Nagar







भारत सरकार



బత్తుల సురేప్ Batthula Suresh DOB: XXXX Gender:Male



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आधार - आम आदमी का अधिकार



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भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O నరసింహారావు, ఓ-_93ఓ/_>, S/o Narasimharao, 6-236/2, ఎంతల తోపు, జగ్గయ్యపేట, కృష్ణా, ఆంధ్ర Chintala Thopu, Jaggayyapeta, Krishna, Andhra Pradesh, 521175 ప్రదేశ్, 521175









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



భారత ప్రభుత్వం Government of India గుంపేలీ నరసింహ రావు

Gumpili Narasimha Rao වාසිත මය / DOB : XXXX ಪುರುಭುದು / Male



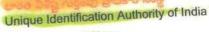
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Address S/O: Narasaiah, IP-3, Erramanzil Colony, Panjagutta, Nampally, Hyderabad, Somajiguda, Andhra Pradesh, 500082





నిమాజిగూడ, ఆంధ్ర ప్రదేశ్, 500082





Government of India



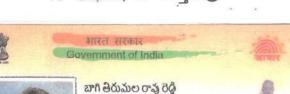


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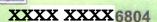


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Bagi Thirumala Rao Reddy పుట్టిన తేదీ / DOB:XXXX పురుమడు / MALE



मेरा आधार, मेरी पहचान

దిరువామా: SIO శరద బడ్డివిశాల్ పిల్లీ, ఒ-కాటుల, మాత్రి దవస్తే. హోమాజీగూడి, హైదరాభార్త, ఆంధ్ర ప్రదేశ్, 500082

Address: S/O Sharad Badrivishal Pini. 6-3-648, Moti Bhavan, Somajiguda, Hyderabad, Andhra Pradesh, 500082



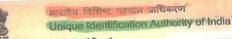
XXXX XXXX 6826











చిరునామా: C/O బాగ్ చలపతి రావు రెడ్డి, 84-368/ఏ3 ఆండ్ ఏ4/బి-8/8208 జన్మవియ మెట్రోహాలిస్, -, ఎర్గరడ్డ్, సనత్ నగర్, ಸ್ಥಾದರ್ಭದ, ಕಲಂಗಣ, 500018

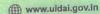
Aud St. C/O Bagi Chalapathi Rao Reddy, 54 366 A3 And A4/B-8/8208 Janapriya Metropolis, -, Erragadda, Sanathnagar, Hyderabad, Telangana, 500018 B. Thelal



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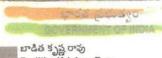
Address: S/O B Ramajoga

Colony, Khairatabad, Hyderabad, Andhra Pradesh,

Rao, 6-3-609/23 Flat No-102

Durga Enclave, Anand Nagar







బత్తుల సురెప్

Batthula Suresh DOB: XXXX Gender: Male

పుట్టిన సంవత్సరం/Year of Birth: 1963

XXXX 4011

भारत सरकार

ఆధార్ - సామాన్యుని హక్కు



M



500004

భారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ UNIQUE IDENTIFICATION AUTHORITY OF INDIA





చిరునామా: s/o బి రామజోగ రావు

ఎన్మే.ప్, ఆనంద్ నగర కాలవీ, ఖైరలాబాద్

హైదరాబాద్, హైదరాబాద్, ఆంగ్ర స్ట్రవేశ్

6-3-609/23 ఫ్లాట్ నం-102 దుర్గ





500004

भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O నరసింహారావు, e-_93e/_э, ప్రదేశ్, 521175

S/o Narasimharao, 6-236/2, ఎంతల తోపు, జగ్గయ్యవేట, కృష్ణా, ఆంధ్ర Chintala Thopu, Jaggayyapeta, Krishna, Andhra Pradesh, 521175









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



భారత ప్రభుత్వం Government of India

XXXX XXXX 0956

आधार - आम आदमी का अधिकार

గుంపేలీ నరసింహ రావు Gumpili Narasimha Rao చుట్టిన తేద / DOB : XXXX ಪುರುಭುದು / Male



S/O: నరసయ్య, ఐపి-3, ఎర్రమాంజిల్ కాలోనీ, పంజగుట్ట, నాంపల్లి, హైదరాబాద్, రేమాజిగూడ, ఆంధ్ర ప్రదేశ్, 500082

Address S/O: Narasaiah, IP-3, Erramanzil Colony, Panjagutta, Nampally, Hyderabad, Somajiguda, Andhra Pradesh, 500082





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Sheet 24 of 24 Sub Registrar
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