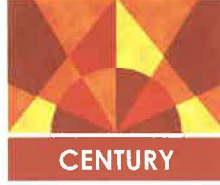


ADITYA BIRLA



SH/XII/2023

09th August, 2023

Corporate Relationship Department
BSE Limited
1st Floor, Phiroze Jeejeebhoy Towers
Dalal Street, Fort,
Mumbai-400 001
Scrip Code: 500040

Listing Department
National Stock Exchange of India Limited
Exchange Plaza, 5th floor,
Bandra-Kurla Complex
Bandra (East), Mumbai-400 051.
Scrip Code: CENTURYTEX

Dear Sir / Madam,

Sub: Submission of Deed of Variation to the Trust Deed between Century Textiles and Industries Limited ('the Company') and CTIL Employee Welfare Trust ('the Trust')

Ref: Regulation 3(3) of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 ('SEBI SBEB & SE Regulations')

This is in furtherance to our letter dated 14th March, 2023 and as required under Regulation 3(3) of SEBI SBEB & SE Regulations, please find attached herewith a copy of duly executed Deed of Variation to the Trust Deed between the Company and the Trust due to change of a Trustee.

The above is for your information and record.

Thanking you,

Yours truly,
For **CENTURY TEXTILES AND INDUSTRIES LIMITED**

ATUL K. KEDIA
Sr. Vice President (Legal) & Company Secretary
Encl: As above





महाराष्ट्र MAHARASHTRA

2023

CA 288254

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क. ८००००९४
- 4 JUL 2023
सक्षम अधिकारी

श्रीमती लता सांगवी

This non-judicial stamp paper forms an integral part of the Deed of Variation to the Trust Deed dated 14th February, 2023, executed between Century Textiles and Industries Limited ("Settlor") and Trustees namely Mr. Vinod Kumar Chaturvedi and Mr. Rupesh Joshi of CTIL Employee Welfare Trust on 04th August, 2023.



DEED OF VARIATION

THIS DEED OF VARIATION TO THE TRUST DEED OF **CTIL EMPLOYEE WELFARE TRUST** (hereinafter referred to as “**Deed of Variation**”) is made this **04th** day of **August, 2023**.

BETWEEN

Century Textiles and Industries Limited, a company within the meaning of the Companies Act, 2013 having Corporate Identification Number L17120MH1897PLC000163 and its registered office at Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai 400030, Maharashtra, India, acting through its duly authorized representative Mr. Atul K. Kedia, Sr. Vice President (Legal) and Company Secretary duly authorized vide Board resolution dated 16th January, 2023.

(hereinafter referred to as the “**Settlor**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors & assigns) of the **ONE PART**;

AND

- 1) Mr. Vinod Kumar Chaturvedi, s/o Mr. Pratap Chandra Chaturvedi, o/a Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai 400030, Maharashtra, India of Indian Nationality; and
- 2) Mr. Rupesh Joshi, s/o Mr. Ramnarain B Joshi, o/a Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai 400030, Maharashtra, India of Indian Nationality;

(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**;

WHEREAS:

- A. The Settlor had vide Trust Deed dated 14th February, 2023 set up a Trust known as **CTIL Employee Welfare Trust (“Trust”)** with a view to administer the Settlor’s employee stock option scheme namely CTIL Employee Stock Option Scheme 2023, on the terms more particularly mentioned therein.
- B. One of the first trustees of the Trust Mr. Arun Gaur, o/a Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai 400030 had ceased as a trustee from the board of trustees of the Trust due to his retirement from the services of the Settlor and the Settlor had noted the same.
- C. Pursuant to the provisions of the Trust Deed, the Settlor is desirous of replacing Mr. Arun Gaur having ceased as trustee with a new Trustee **Mr. Vinod Kumar Chaturvedi**, o/a Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai 400030 as one of the Trustees of the Trust as per this Deed of Variation.
- D. In view of the aforesaid, the Settlor and the Trustees desirous of modifying the Trust Deed dated 14th February, 2023 as more particularly mentioned hereinafter.

NOW, THEREFORE, THIS DEED OF VARIATION WITNESSETH AS FOLLOWS:


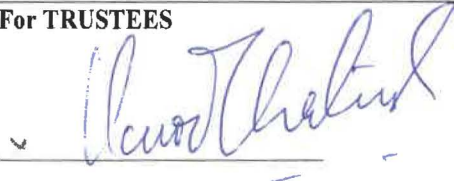



1. That **Mr. Vinod Kumar Chaturvedi** is being appointed as a Trustee pursuant to provisions of the Trust Deed and that all the provisions as to Trustee’s powers, obligations, duties and other



provisions of the Trust Deed shall apply as if he is an original Trustee of the Trust with effect from 01st July, 2023.

2. That Mr. Arun Gaur, one of the first Trustees having ceased as Trustee of the Trust due to his retirement from the services of the Settlor with effect from 01st July, 2023.
3. That the variations shall have the effect of amending the Trust Deed only to the extent of replacement of Trustee as stated hereinabove and that this Deed of Variation shall be an integral part of the Trust Deed and that the Trust Deed as deemed to be amended by this Deed of Variation shall have full force and effect in all other respects.
4. That the Settlor represents and warrants that it has the requisite power and authority to execute this Deed of Variation and the execution whereof has been duly authorized by all the necessary actions on its part.

IN WITNESS WHEREOF, THE SETTLOR CAUSED THIS DEED OF VARIATION TO BE DULY EXECUTED AS OF THE DAY, MONTH AND YEAR HEREINABOVE WRITTEN

Signed and delivered by the authorized representative Mr. Atul K. Kedia, Sr. Vice President (Legal) and Company Secretary for and on behalf of the Century Textiles and Industries Limited ("CTIL"), in the presence of the following witnesses.	For SETTLOR 
Signed and delivered by the within named Trustees in the presence of the following witnesses: 1. Mr. Vinod Kumar Chaturvedi, Chief Human Resource Officer -CTIL 2. Mr. Rupesh Joshi, General Manager (Taxation) -CTIL	For TRUSTEES  
Witness 1: Signature:  Name: Ms. Archana Shah Address: Century Bhavan, 2 nd Floor, Dr. A. B. Road, Worli, Mumbai-400030	
Witness 2: Signature:  Name: Mr. Dhanush Yadav Address: Century Bhavan, 2 nd Floor, Dr. A. B. Road, Worli, Mumbai-400030	





महाराष्ट्र MAHARASHTRA

2022

BV 813340

प्रधान मुद्रांक कार्यालय, मुंबई
प.सू.वि.क. ८००००९४
31 JAN 2023
सक्षम अधिकारी

श्रीम. एस. एस. सांगळे

This non-judicial stamp paper forms an integral part of the Trust Deed dated 14th February 2023 executed between Century Textiles and Industries Limited ('Settlor') and Trustees namely Mr. Arun Gaur and Mr. Rupesh Joshi for the formation of 'CTIL Employee Welfare Trust' pursuant to this deed.



Arun Gaur

Rupesh Joshi



महाराष्ट्र MAHARASHTRA

2022

BV 813340

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क्र. ८००००९४
31 JAN 2023
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Arun Gaur

Rupesh Joshi

TRUST DEED

THIS INDENTURE OF Trust Deed is made at Mumbai on 14th day of February 2023 (hereinafter referred to as the "Effective Date")

BETWEEN

Century Textiles and Industries Limited, a company within the meaning of the Companies Act, 2013 having Corporate Identification Number L17120MH1897PLC000163 and its registered office at Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai 400030, Maharashtra, India, acting through its duly authorized representative Mr. Atul K. Kedia, Sr. Vice President (Legal) and Company Secretary duly authorized vide Board resolution dated 16th January, 2023.

(hereinafter referred to as the "Settlor", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, Interest & assigns) of the **ONE PART**;

AND

- 1) Mr. Arun Gaur, s/o Mr. Anant Ram Gaur, o/a Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai 400030, Maharashtra, India of Indian Nationality; and
- 2) Mr. Rupesh Joshi, s/o Mr. Ramnarain B Joshi, o/a Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai 400030, Maharashtra, India of Indian Nationality;

(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**;

WHEREAS:

- A. The Settlor is engaged in the business of textiles, real estate of residential and commercial premises and manufacturing of pulp and a wide range of paper products including writing and printing paper, tissue paper and paper board.
- B. The Settlor is desirous of implementing Scheme(s) for the welfare of its Employees and of its Subsidiary Company(ies) with a view to attract, retain and incentivize them through an irrevocable employee welfare trust.
- C. With a view to effectuate the same, the Board of Settlor has accorded its consent vide its resolution dated 16th January 2023 to set-up and bring into existence an irrevocable employee welfare trust, namely '**CTIL Employee Welfare Trust**' ("Trust") in due compliance with the SEBI SBEB Regulations (as defined hereinafter) and provisions of the Applicable Laws including the Indian Trusts Act, 1882, with a view to administer Scheme(s) through the Trust.
- D. Upon the proposal of the Settlor, the Trustees have consented to act as the first Trustees of the Trust and to accept the Trust under these presents being testified by execution hereof.
- E. The Settlor has handed over to the Trustees a sum of Rs. 10,000/- (Rupees Ten Thousand), the payment and receipt whereof the Trustees hereby admit and acknowledge as initial corpus ("**Initial Corpus**") of the Trust hereby constituted.
- F. 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.

Handwritten signatures in blue ink.




NOW THIS TRUST DEED WITNESSETH AS FOLLOWS:

1. Definitions and Interpretation

1.1. Definitions

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

- a) **"Applicable Law"** means the legal requirements relating to employee welfare trusts and Options including, without limitation to, the Indian Trust Act, 1882, the Companies Act, 2013, the SEBI SBEBS Regulations (as defined hereinafter) as amended from time to time, read with all relevant circulars, notifications, rules and regulations issued thereunder from time to time and all relevant tax, securities, exchange control or corporate laws of India or of any stock exchange on which the Shares are listed or quoted.
- b) **"Beneficiary"** shall mean the Option Grantee and such other persons as explained at Clause 8 of this Deed, having such rights and obligations conferred under the Scheme and this Deed as are lawfully available under the provisions of the Applicable Laws and includes, where the context so requires the heirs, executors and administrators of a deceased Beneficiary.
- c) **"Board"** shall mean the board of directors of the Settlor.
- d) **"Board of Trustees"** means all Trustees existing at any point in time during the Trust Period.
- e) **"Committee"** means the nomination and remuneration committee, or any empowered committee constituted or re-constituted by the Board from time to time, as formulated under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, to supervise the Scheme comprising of such members of the Board as provided under Section 178 of the Companies Act.
- f) **"Deed"** means this deed and deems to include any legally effective variation, modification, amendment, and substitution thereof.
- g) **"Director"** means a member of the Board.
- h) **"Effective Date"** means the date on which this Deed is executed with effect from which the Trust has come into force.
- i) **"Employee"** means such personnel as defined under the Scheme, as amended from time to time.
- j) **"Option"** means an employee stock option granted to a Beneficiary, which gives such Beneficiary the right, but not an obligation, to acquire at a future date, the Shares underlying the Option at a pre-determined price.
- k) **"Option Grantee"** shall have the same meaning as defined in the Scheme, as amended from time to time.
- l) **"Scheme"** means and includes:
 - (i) any welfare scheme of the Settlor contemplating monetary benefits to the Employees, to be administered through the Trust, in accordance with the instruction of the Settlor; and/or
 - (ii) any Share-based employee benefit scheme of the Settlor, introduced from time to time intended to be administered through the Trust, including the 'CTIL Employee Stock Option Scheme 2023' subject to members approval by way of a special

Law 



resolution. Any such scheme upon becoming subject matter of the Trust shall be deemed to be an integral part of the Trust.

- m) **"SEBI SBEB Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and reenacted from time to time, and include all circulars, notifications, guidelines, interpretation letters and clarifications issued thereunder.
- n) **"Secondary Acquisition"** means acquisition of existing Shares of the Company by the Trust on the platform of a recognized Stock Exchange for cash consideration.
- o) **"Settlor"** means Century Textiles and Industries Limited, a company within the meaning of the Companies Act, 2013 and having Corporate Identification Number L17120MH1897PLC000163 and its registered office at Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai 400030, Maharashtra, India.
- p) **"Shares"** means equity shares of the Settlor with a face value of Rs. 10/- (Rupees Ten only) each as on Effective Date.

Explanation: In the event of consolidation of Shares into Shares of a larger denomination or subdivision of Shares into shares of smaller denomination, the face value of the Share stands increased or reduced accordingly, as the case may be. Any reference to the face value in this Deed shall have reference to the then prevailing face value of Share.

- q) **"Stock Exchange"** means National Stock Exchange Limited or BSE Limited or any recognized other stock exchange in India on which the Company's Shares are listed.
- r) **"Subsidiary Company"** shall have the same meaning as defined under Section 2(87) of the Companies Act, 2013.
- s) **"Trust"** means this irrevocable trust namely 'CTIL Employee Welfare Trust' settled through this Deed.
- t) **"Trust Fund"** means the aggregate of the Initial Corpus as referred to in Recital E above, and any income accruing to the Trust, donations, contributions, loans and advances lawfully received by the Trust from time to time.
- u) **"Trustee"** means any of the trustees contemplated in this Deed and deems to include such other person who shall be appointed to be a trustee under this Deed whether in replacement or as a new appointment.
- v) **"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.
- w) **"Trust Property"** shall include the aggregate of the Trust Fund and all the Shares 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) The words and expressions used in capitalized form and not defined in this Deed but defined in the Scheme and in the relevant provisions of the Applicable Laws, shall have the meanings respectively assigned to them first in the Scheme and then in the Applicable Laws, as the context requires.

Law



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

2. Settlement of Trust

- 2.1. For effectuating the said desire and in consideration of this Deed, the Settlor hereby declares that it has prior to the execution of these presents handed over to the Trustees the Trust Property including the Initial Corpus and all the estate, right, title, interest, property, claim and demand whatsoever at law and in equity.
- 2.2. 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.

3. Name and Principal Office of the Trust

- 3.1. The Trust hereby established shall be called '**CTIL Employee Welfare Trust**'.
- 3.2. The principal office of the Trust shall be in Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai 400030, Maharashtra, India or at such other place in India as the Trustees may from time to time decide.

4. Irrevocable Trust

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

5. Objects of the Trust

- 5.1. The objects of the Trust shall include *inter alia*:
 - a) administering, managing, funding and implementing the Scheme introduced by the Settlor from time to time and in accordance with the terms of such Scheme;
 - b) acquiring of Shares of the Settlor by subscribing or by purchasing through Secondary Acquisition, as allowed under the Scheme and in accordance with the Applicable Laws;

Law



- c) transferring Shares to the Beneficiaries at such stages and upon such terms and conditions in accordance with the terms of the Scheme;
- d) dealing in cash and other assets in accordance with the terms of the Scheme, provisions of this Deed and Applicable Laws;
- e) raise funds from the Company / Banks / Financial Institutions ('Lender') for acquisition or purchase or subscription of shares of the Company from secondary acquisition or otherwise and transfer the shares to employees upon exercise of options and remit the money to the Lender in fulfillment of its obligations in due compliance of provisions of this deed and SEBI SBEB Regulations and other applicable laws; and
- f) 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.

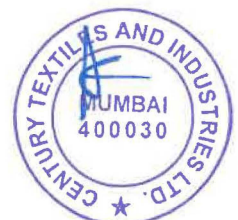
6. Trust Fund and its Application

- 6.1. The Trustees shall hold, and stand possessed of the Trust Fund, including any investment made out of such fund and any accumulation, addition and accretion thereof including dividend on Shares held.
- 6.2. If any person shall lend, pay, transfer to the Trustees any sum of money or contribution with the intent that the same shall be held upon the Trust declared by these presents and such sum of money or contribution shall be consolidated with and form one fund with the Trust in all respects as if the same had been originally comprised in the Trust Fund.
- 6.3. The Trustees shall hold, pay, apply and deal with the Trust Fund in all respects for the purposes of the Trust deed including Scheme and as therein directed and generally to carry out the provisions of the Scheme.
- 6.4. The Trustees shall permit the Trust Fund to remain in cash or deposit the same or any part thereof with any commercial scheduled bank in India or invest in one or more of the ways consistent with the Indian Trusts Act, 1882, or may acquire therefrom or from borrowings, Shares of / from the Settlor and other sources as permitted under the Scheme and Applicable Laws.
- 6.5. The Trustees shall ensure that the Trust shall not enter into any derivatives contract or purchase or sell or deal in any derivatives product either directly or through any broker or any agent in any part of the world.
- 6.6. Without detracting in any way from the generality of the foregoing, the Trust Fund will be applied for the purpose of distribution at the end of the Trust Period amongst the Beneficiaries or anyone or more of them to the exclusion of the other or others in such proportion and in such manner in all respects as the Trustees may deem fit subject to the instruction of the Settlor.

7. Trust Property

- 7.1. The Trustees shall henceforth hold and stand possessed of the Trust Property (which expression shall, unless repugnant to the subject or context, also include any other sum of money, property and investments of any kind whatever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Trustees or come 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.
- 7.2. The Trustees 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

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all/any Beneficiarie(s) in such share and in such manner and in all respects as instructed by the Settlor.

8. Beneficiaries

8.1. 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 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:

- i. 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) Obligation of Beneficiaries: 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.

9. Details of the Share Based Employee Benefit Scheme


9.1. The salient features of the Scheme as referred to in Sub-clause 1.1(l)(ii) of this Deed are:

- a) The Scheme permits the Trust to acquire Shares of the Settlor, utilizing the Initial Corpus, loan provided, if any, 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
- 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.

10. Embargo on sale of Shares

10.1. In the event the Trust/ Trustees are in possession 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 SBEB Regulations.

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11. Trustees

- 11.1. 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 **two** such Trustees, and in case a corporate entity is appointed as a Trustee, then it shall be the **sole Trustee**. The maximum number of Trustees shall not exceed **five** or such other number as the Settlor may decide from time to time.
- 11.2. The continuance of a Trustee in such capacity shall be at the discretion of the Settlor and his appointment as a Trustee shall forthwith be cancelled and his office vacated on receipt of written intimation from the Settlor to this effect to the concerned Trustee and other continuing Trustees, if any.
- 11.3. If the office of a Trustee is vacated, either by death, insanity, resignation, insolvency, refusal or neglect to act as Trustee or on his otherwise becoming incapable or unable to act in the Trust of these presents, the Settlor shall be under no obligation to fill the vacancy occasioned in respect of any Trustees so removed or any other vacancy in the number of Trustees until it thinks fit and so long as the number of Trustees shall not be less than two and pending the filling-in of any vacancy, the continuing Trustees shall have power to act.
- 11.4. Upon any appointment or re-appointment of a new or additional Trustee, the Trust Property shall if and so far as may be necessary or be required, be deemed to be transferred so that the same may be vested in all the Trustees for the time being (including the re-appointed, new or additional Trustee), and such re-appointed, new or additional Trustee shall have the same powers authorities and discretion as if he had been originally appointed a Trustee of this Deed.
- 11.5. If the Trustees hereby appointed or any of them or any future Trustees shall die or be out of India for more than one year continuously or become bankrupt or insolvent or desire to be discharged or refuse to, or become unfit or incapable to act, then, and in every such case, it shall be lawful for the surviving or continuing Trustees for the time being with the approval of the Settlor, to appoint a new Trustee and upon every such appointment the Trust Property shall (if and so far the nature of the funds or other circumstances shall require or admit) be transferred so that the same shall be vested in the Trustees for the time being.
- 11.6. Without prejudice to relevant provisions of Applicable Law and subject to cognizance of Settlor, a Trustee shall stand discharged from his office on tendering resignation in writing or on the happening of any of the disqualifying events mentioned in sub-clause above.
- 11.7. 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.


12. Formation of Rules and Regulations by Trustees

- 12.1. It shall be lawful for the Trustees from time to time to frame such rules and regulations, in compliance with the Scheme, object of the Trust and Applicable Laws, 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 Scheme nor this Deed and the said power shall rest with the Settlor.

13. Meetings of Trustees

13.1. Quorum in case of more than one Trustee

Trustees shall form and regulate their own procedure relating to meetings of the Board of Trustees. In case of a sole corporate Trustee, the quorum of any meeting of the Board of Trustees shall be one vis-à-vis in case of two or more individual Trustees, the quorum shall be two Trustees

Law 



present in person. 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.

- 13.2. Board of Trustees may call such number of meetings as thought fit in a financial year.
- 13.3. A meeting of the Trustees for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under the trust vested in the Trustees or otherwise exercisable by them.
- 13.4. In case of more than one Trustee, such Trustees may from time to time elect from among the Trustees a Chairman of the Board of Trustees and determine the period for which he is to hold office. If at any meeting of the Board of Trustees, the Chairman is not present within thirty minutes of the time appointed for holding the same, the Trustees present may choose one of their numbers to be the Chairman of the meeting. The Chairman may preside at all meetings of the Trustees.

14. Decisions in a meeting and Committees of Trustees

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. The Trustees may appoint such committee or committees of the Trustees along with another or others 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.

15. Trustees to carry out directions

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

16. Duties of the Trustees

- 16.1. Notwithstanding anything contained elsewhere in this Deed, the Trust and the Trustees shall always act in accordance with:
 - a) the objects of the Trust;
 - b) the guidelines of the Committee and code of conduct on Insider Trading and other regulatory aspects, existing or framed in future;
 - c) provisions of the Applicable Laws; and



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d) the terms & conditions of the Scheme.

16.2. The Trustees shall act in the interest of the Beneficiaries and shall not act in any manner or include any provision in this deed that would be detrimental to the interests of the Beneficiaries.

17. Powers of Trustees

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

- (a) full power and discretion to agree with the Settlor on all matters relating to the operation and administration of the Trust and no person claiming or entitled to any interest under the Trust shall be entitled to question the legality and correctness of any arrangement or agreement made between the Settlor and the Trustees in relation to such operation and administration;
- (b) the Trustees in whose name the Shares are, at any time, registered may jointly with the authority of a resolution of the Trustees (in case of more than one Trustee) by deed appoint an attorney or attorneys for the purpose of executing for them or on their behalf any transfers of any such Shares for the purposes of the Scheme and may with such authority revoke such appointments and make new appointments;
- (c) by resolution authorise the manner in which cheques and other documents shall be signed and endorsed on Trust's behalf;
- (d) to appoint, suspend, punish or dismiss the salaried servants of the Trust;
- (e) to provide for benefits for the salaried servants of the Trust, if deemed necessary;
- (f) to hear and deal with complaints pertaining to the affairs of the Trust;
- (g) 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;
- (h) to borrow or obtain loans or guarantee or security for the loan from any person without limitation to the Settlor, scheduled commercial banks, financial institutions for the purposes of the Scheme;
- (i) 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;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) 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;
- (n) 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;
- (o) 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;
- (p) to make payments from the Trust Fund for carrying out the objects of the Trust;
- (q) to appoint sub-committee or sub-committees consisting of such members of their body as they deem fit for such purposes as may be considered necessary with or without powers to co-opt members; and
- (r) to do such other acts for the furtherance of the objects of the Trust and/ or Scheme to the extent allowed under Applicable Laws.

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- 17.2. The Trustee(s) shall allow funding of exercise and applicable taxes along with other charges (herein also referred to as "cashless exercise") of vested options, as per the guidelines framed by the Committee and SEBI SBEB Regulations.
- 17.3. 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.
- 17.4. 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 name of the Trust or in the name of the Trustees or such two or more of them at such Depository or Depositories as the Trustees from time to time decide.

18. Power of the Settlor

- 18.1. 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 Scheme 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 Scheme, shall be intimated to the Trustees.

19. Restrictions on voting

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

20. Reimbursement

- 20.1. 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.

21. Liability of Trustees

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

22. Records, accounts, and audit

- 22.1. The Trustees shall make arrangements to prepare and keep all necessary account including the accounts of individual Employee's records, transfers and other documents in connection with the operation of the Trust and to generally carry out all administrative work in connection therewith.
- 22.2. The Trustees shall cause to be kept minutes of their proceedings and shall also keep and maintain proper books of account, records, and documents, for each Scheme (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 Scheme and in particular give a true and fair view of the state of affairs of each such Scheme .
- 22.3. 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 copies of the audited accounts to the Settlor.

23. Professional advice

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23.1. 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.

24. Professional charges of Trustees

24.1. 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.

25. Removal of Trustees

25.1. The Settlor may at any time without any other formality -

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

25.2. A Trustee appointed for a specific period shall automatically vacate office at the end of such period.

26. Power to amend the Trust Deed

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

Provided further that the power under this clause shall not be exercised to directly or indirectly amend, alter, vary, or modify the Scheme.

27. Governing Law and Jurisdiction

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

28. Notices

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

29. Period of Trust and Dissolution

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

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

30. Miscellaneous

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

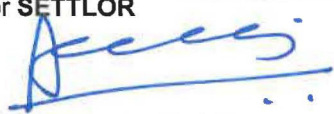
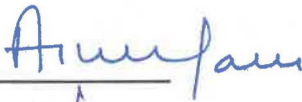

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30.2. Words, expressions, clauses, sections, regulations not incorporated in this Deed but forming an integral part of the Scheme, and Applicable Laws including any statutory modification or re-enactment thereto, shall be deemed to be included in this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

IN WITNESS WHEREOF, THE SETTLOR, THE TRUSTEE HAVE SUBSCRIBED THEIR RESPECTIVE HANDS HEREUNTO, ON THE DAY, MONTH AND YEAR FIRST MENTIONED HEREINABOVE.



Signed and delivered by the authorized representative Mr. Atul K. Kedia, Sr. Vice President (Legal) and Company Secretary for and on behalf of the Century Textiles and Industries Limited, in the presence of the following witnesses.	For SETTLOR 
Signed and delivered by the Trustees, in the presence of the following witnesses: 1. Mr. Arun Gaur, CHRO - Century Group; and 2. Mr. Rupesh Joshi, General Manager- Taxation.	For TRUSTEES 1  2 

WITNESSES 1 & 2:

<p>Witness 1</p> <p>Signature: </p> <p>Name: <u>Dhanush Yadav</u></p> <p>Address: <u>Century Bhavan, Dr. AB Road, Worli, Mumbai - 30</u></p>	<p>Witness 2</p> <p>Signature: </p> <p>Name: <u>Yogesh Sharma</u></p> <p>Address: <u>Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai - 30</u></p>
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-----End of Trust Deed-----

