



September 16, 2024

To,

BSE Limited The Department of Corporate Services, P. J. Towers, Dalal Street, Mumbai – 400 001. Scrip Code: 530079	National Stock Exchange of India Limited Listing Compliance Department, Exchange Plaza, Plot No. C/ 1, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051. Symbol: FAZE3Q
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Dear Sir/Ma'am,

Sub: Faze Three Employee Trust Deed

Pursuant to Regulation 3 (3) of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and in continuation to our letter dated September 04, 2024 with regard to formation of private and irrevocable trust for implementation of any employee stock plan or share based employee benefit plan which may be introduced by the Company from time to time, please find attached a copy of the duly executed Deed setting-up a Trust called the '**Faze Three Employee Trust**'.

This is for your information and records.

Thanking you,

Yours Sincerely,
For **Faze Three Limited**

Akram Sati
Company Secretary and Compliance Officer
M. No. A50020

Encl: a/a

CHALLAN
MTR Form Number-6



GRN	MH008188277202425E	BARCODE			Date	12/09/2024-18:31:41	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				BOM2_JT SUB REGISTRAR MUMBAI CITY 2				
Location				MUMBAI				
Year				2024-2025 One Time				
Account Head Details				Amount In Rs.				
0030045501 Stamp Duty				500.00				
0030063301 Registration Fee				1000.00				
Total				1,500.00				
Payment Details				IDBI BANK				
Cheque/DD No.								
Name of Bank				IDBI BANK				
Name of Branch								
Remarks (If Any)				SecondPartyName=Jitendra Ajarekar and Shagufta Sadikot-				
Amount In				One Thousand Five Hundred Rupees Only				
Words								
Bank CIN				6918833202409121505				
Bank Date				12/09/2024-18:32:27				
Bank Branch				IDBI BANK				
Scroll No. , Date				Not Verified with Scroll				

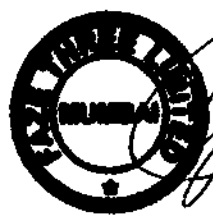


Department ID :

Mobile No. : 9969850548

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



[Handwritten signatures]

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TRUST DEED

THIS INDENTURE (this "Trust Deed") is made at Mumbai on this 13th day of September 2024 between:

FAZE THREE LIMITED, a company incorporated under the Indian Companies Act, 1956 and having its Registered Office at Survey No. 380/1, Khanvel Silvassa Road, Dapada, 396230, UT - Dadra & Nagar Haveli and Corporate office at 63, Wing C, Mittal Court, Nariman Point, Mumbai 400021 (hereinafter referred to as "the Settlor" or "FTL" or "Faze3", which expression shall unless repugnant to the context or meaning thereof include its legal representatives and assigns) of the **First Part**;

AND

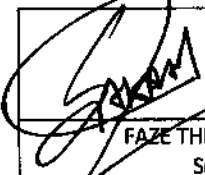
- (i) Mr. Jitendra Ajarekar, aged 47 years, residing at C-10, Ashoka Complex, Chulna Road, Manikpur, Umele, Bassein Road, Palghar-401 202;
- (ii) Ms. Shagufta Sadikot, aged 25 years, residing at E/2002, Sarova, Samta Nagar, Kandivali East, Mumbai 400 101.

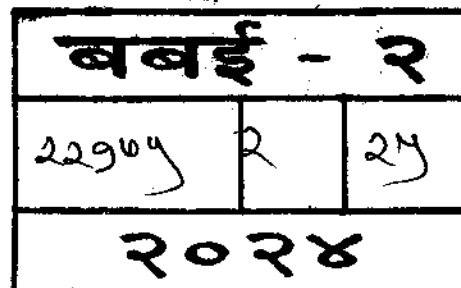
[(i) and (ii) are hereinafter collectively referred as "the Trustees" (which expression shall, unless repugnant to the context, be deemed to mean and include their survivor or survivors, their successors and other trustees or trustee, whether original or substituted)] of the **Second Part**.

The Settlor and each of the Trustees are referred to individually as Party and collectively as Parties.

WHEREAS

- A) The Settlor is a Public Limited Company whose Equity Shares are listed on the BSE Limited and the National Stock Exchange of India Limited;
- B) The Settlor is desirous of giving Eligible Employees (*as defined herein below*) an opportunity to participate in the growth or prosperity of the Settlor through issue / grant of options or other securities as per the Securities Contract (Regulation) Act, 1956 which would entitle such employees to apply for Shares through the Scheme (*as defined herein below*) or through any other means;
- C) In furtherance of the Settlor's aforesaid desire and for implementation of the Scheme, the Settlor is desirous of establishing a private and irrevocable trust, as authorised by its Board vide resolution dated September 04, 2024, under the provisions of the Indian Trusts Act, 1882 through this Deed, for implementing a share-based compensation scheme or any other scheme for the employees (in India or outside India, Present and Future) of the Company, or its Group Companies including Subsidiaries and/or Associate companies, in India or outside India, Present and Future, and/or its Holding Company (if any in the Future), in accordance with the SEBI (Share Based Employees Benefits and Sweat Equity) Regulations, 2021, as amended or replaced from time to time ("SEBI Regulations");
- D) Each of the Trustees, at the request of the Settlor, have severally consented to act as the Trustees of the Trust on and from the Effective Date, in accordance with the terms and conditions contained in this Deed;
- E) The Trustees severally (and not jointly) confirm that each of them is eligible for appointment as a trustee under these presents, and that there is no prohibition or restriction, whether under law, contract or otherwise, which imposes any restriction or limitation on the Trustees' appointment as a trustee under these presents. Separately (and without prejudice to the generality of the above), each

 FAZE THREE LIMITED Settlor	 Jitendra Ajarekar Trustees	 Shagufta Sadikot Trustees
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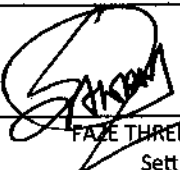






of the Trustees confirm that they are not ineligible to be appointed or act as a trustee under the provisions of SEBI Regulations as on date hereof.

- F) The Trust is being set up for the purposes set forth in Clause 4 below.
- G) The Trust shall be empowered to acquire Equity Shares of the Company by subscribing to the shares freshly issued by the Company/ by acquiring the Equity Shares from the secondary market or from any other shareholder of the Settlor or receive shares by way of gift or any other modes as permissible subject to compliance with the SEBI Regulations and Applicable Laws and do various acts and deeds to give effect to the Scheme(s) and carry out all related and connected acts and such acts as specified in this Deed.
- H) The Settlor confirms that it will obtain approval of its shareholders as may be required in relation to the Scheme, and provide a certified true copy of the same to the Trustees.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In these presents unless there is anything repugnant to the subject or context thereof:
- (a) The expression "**Settlor**" shall have the meaning ascribed to it in the clause describing the Parties to these presents above.
- (b) The expression "**Trustees**" shall have the meaning ascribed to it in the clause describing the Parties to these presents above, which shall also include a Corporate Trustee of this Trust from time to time.
- (c) The expression "**Corporate Trustee**" shall have the meaning assigned to it in Clause 11 below.
- (d) The expression "**Eligible Employee**" shall have the meaning ascribed to it in the Scheme, and the expression "**Beneficiaries**" shall mean an Eligible Employee and any other persons on behalf of the Eligible Employee who is so eligible under the Scheme or the award agreement, and approved by the Administrator (as defined in the Scheme).
- The Trustees shall not have any liberty or discretion in making determination as to who are the beneficiaries.
- (e) The expression "**Nomination and Remuneration Committee (NRC)**" means the NRC (and any successor committees) constituted by the Board of Directors of the Settlor from time to time, and authorized by the Settlor to take all decisions in respect of the Scheme, which shall also perform the role of the 'Compensation Committee' under the SEBI Regulations.
- (f) The expression "**Scheme**" shall mean and include Faze Three Employee Stock Option Scheme 2024 as may be modified from time to time in accordance with applicable law or any other Share Based Employee Benefit Schemes/Plans as may be implemented by the Settlor from time to time.
- (g) The expression "**Trust**" shall mean this "Faze Three Employee Trust" constituted by the Settlor pursuant to these presents.
- (h) The expression "**Trust Fund**" shall have the meaning assigned to it under Clause 2.

  FAZE THREE LIMITED Settlor	 Jitendra Ajarekar Trustees	  Shagufta Sadikot Trustees
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- (i) The expression "Trust Fund" means and includes the Initial Trust Fund and any other property, assets 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 these presents or by operation of law or otherwise howsoever in relation to these presents including all donations, gifts, bequests and legacies either in cash or other properties, howsoever which may be received by the Trustees from time to time for the purpose of these presents and all accretions thereto and income including dividends, interest and capital gains arising therefrom or related thereto settled upon the Trust and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.

For sake of clarity, in these presents, the Trust (represented by the Trustees) shall perform the functions of the Administrator under the Scheme only for matters relating to secondary acquisition of the Shares pursuant to the Scheme, their holding, subsequent transfer to the Participants (as defined in the Scheme) / sale and related administrative matters.

1.1. Interpretation:

1.1.1. Words importing the singular include the plural and vice versa;

1.1.2. Words denoting the masculine gender shall include the feminine gender and neuter gender;

1.1.3. All references to statutes shall include any modification, re-enactment or extension thereof for the time being in force;

1.1.4. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

1.1.5. 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.

2. In consideration of these premises and in order to effectuate the aforesaid desire of the Settlor, the Settlor hereby declares that it has pursuant to the unanimous resolution of its Board of Directors passed at their meeting held on September 04, 2024, constituted a Trust and has agreed to gift, donate and contribute towards the corpus of the Trust a sum of Rs. 10,000/- (Rupees Ten Thousand Only) TO HAVE, HOLD, RECEIVE AND TAKE the same unto the Trustees forever, upon the trusts and with and subject to the powers, provisions, agreements and declarations hereinafter appearing and contained of and concerning the same.

3. The Trust shall be named as "Faze Three Employee Trust". The principal office of the said Trust shall be at 63, Wing C, Mittal Court, Nariman Point, Mumbai 400021 or at such other place in India as the Trustee may from time to time decide. The Trust shall be a private and irrevocable trust and no part of the income or assets of the Trust Fund shall revert to or be recoverable by the Settlor except as provided under Clause 9 of this trust deed.

4. The Trust is being established towards the following objectives in accordance with the applicable law:

- (i) to administer the Scheme in the manner as set forth therein (its key role being to acquire Shares by subscribing to fresh issue of shares by the Company / by way of acquisition of shares from the secondary market) or in any other modes as permissible under the SEBI Regulations and Applicable

			
FAZE THREE LIMITED Settlor		Jitendra Ajarekar Trustees	Shagufta Sadikot Trustees

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Laws and related administrative matters including purchase/hold/transfer/sale of Shares in accordance with the terms of the Scheme, directions of the NRC or such person(s) authorised by such Committee in terms of the Scheme and applicable law);





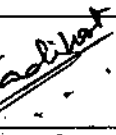
- (ii) to administer any other schemes/plans (in present or future) involving share-based compensation whether primary or secondary acquisition of shares, warrants or other securities as defined under relevant scheme / plan / under the SEBI Regulations or any other modes as permissible under the SEBI Regulations and Applicable Laws as per the terms and conditions provided by the Settlor and/or the NRC for the welfare of the Beneficiaries from time to time;
- (iii) to hold the shares acquired by the Trustees until the time they have not been transferred in favour of the Beneficiaries for the benefit of the Beneficiaries.

Provided that it is not incumbent upon the Trustee to transfer to the Beneficiaries any Shares acquired by the Trust/Trustees immediately upon acquisition thereof and the Trust/Trustees may buy and hold the Shares pending the transfer of the same in future so long as the same is in accordance with the schemes/plans framed or to be framed or hold the same for transfer to the future Beneficiaries. Under the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, the Trust is required to hold the shares acquired through secondary acquisition for a minimum period of six months except when they are required to be transferred pursuant to an open offer, buy-back, delisting or any other exit offered by the Settlor to its shareholder.

- (iv) to hold, utilize, apply, distribute the Trust Fund, Assets and monies that are transferred or may be transferred to the Trust for the purpose of implementing the Scheme, for the welfare of all the Beneficiaries or any one or more of them to the exclusion of the other or others in such share, in such manner including income received at any particular time and apply the same at a later time and in all respects and subject to such conditions, restrictions and covenants, if any, as may be fixed by the Settlor or NRC or such person (s) authorised by the NRC from time to time, and meeting the costs for administration of the Trust or any other allied activities for the fulfilment of the aforesaid objectives.

The Trust acting through its Trustees (in accordance with terms hereof) will function in the manner set forth under the Scheme, under this Trust Deed and otherwise as may be directed by the NRC. Additionally, the Trust shall carry out such other acts, deeds and objectives as may be set forth in this Trust Deed. The powers, duties, responsibilities and liabilities of the Trustees as set forth herein shall be subject to, in all instances, compliance with the objective of the Trust as set forth in this Clause.

5. Subject to the provisions of Schemes/Plans (present or future), SEBI Regulations, applicable law, the Trustees undertake to act in the interest of the Beneficiaries of the Trust. The Trustees will not act in any manner that would be detrimental to the interests of the Beneficiaries.
6. Without detracting in any way from the generality of the foregoing purposes for the benefit of which the Trust Fund may be applied, the purposes of the Trust (and for which the Trust Fund may be applied) shall include dealing in (which includes allotment, acquisition, holding, disposition and appropriation) Shares or any security for the purpose of implementing the Schemes/Plans (present or future), including but not limited by way of primary or secondary acquisition of Shares on the platform of a recognized stock exchange.

  THE THREE LIMITED Settlor	 Jitendra Ajarekar Trustees	  Shagufta Sadikot Trustees
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7. In the event of any Beneficiary ceasing to be an Eligible Employee, he or she shall *ipso facto* cease to be a Beneficiary under these presents unless otherwise decided by the NRC at its sole discretion and communicated to the Trustees.
8. The Settlor hereby empowers the Trustees to, at any time, invite and receive or without such invitation, receive any voluntary contributions or financial assistance or grant or, contributions be of money, shares and securities, debentures, bonds, stocks, and / or other property, moveable and/ or immovable, loans/advances/deposits, whether refundable or not, from the Settlor and other persons for all or any of the objects and purposes mentioned above and for the purposes set forth in Clause 4 above. Any such financial assistance or grant or, contributions be of money, shares and securities, debentures, bonds, stocks, and / or other property, moveable and/ or immovable, loans/advances/deposits may be accepted either with or without any special conditions as may be agreed upon between the donor and/or lender and the Trustees, provided that such conditions are not inconsistent with the intents and purposes of these presents. All such contributions shall be treated as forming part of the Trust Fund being the subject matter of these presents and be applied accordingly, and the Settlor does direct that it shall always be for the Trustees with consultation of and subject to such conditions, restrictions and covenants, if any, as may be fixed by the NRC or such person (s) authorised by the NRC from time to time to decide whether it should invite or accept any such financial assistance or grant or, contributions be of money, shares and securities, debentures, bonds, stocks, and / or other property, moveable and/ or immovable, loans/advances /deposits as aforesaid and it may refuse, subject to prior consultation with NRC, any financial assistance or grant or, contributions be of money, shares and securities, debentures, bonds, stocks, and / or other property, moveable and/ or immovable, loans/advances/deposits without giving any reason for such refusal.
9. Subject to applicable law, the Trust will be valid for the validity period of the Scheme or any other schemes/plans (present or future) that may be administered by the Trust from time to time, and for any period after the validity period of the Scheme as may be required for any administrative reasons (related to the Scheme or its implementation, disposal/realization of the assets and meeting liabilities of the Trust and until its eventual winding up). Provided that the Trustees may at any time, with the written approval of the Settlor, and irrespective of whether any of the objects set out herein are fulfilled or not, decide to dissolve the Trust by a resolution in writing, and in such a case the Trust shall stand dissolved in accordance with such decision of the Trustees.

Provided also that the Trustees shall be and is hereby empowered on such dissolution to make any arrangement for the matters relating to or arising from the Trust, except in respect of such properties or monies as then be held by the Trustees upon trust for the benefit of any Beneficiaries, and such properties and money shall be utilised by the trustees to repay the loans outstanding to the settlor or any other or such Beneficiaries for whose benefit the money was held or transfer the same to the Settlor or provide for the distribution of the Trust Fund to any one or more or all of the Beneficiaries in equal or any other proportion as per the directions of the Board of Settlor or its NRC or such person(s) authorised by such Committee in terms of the Scheme and applicable law.

10. Certain matters relating to change of Trustees

- (a) The continuance of each of the Trustees in such capacity shall be at the discretion of the Board of Directors of the Settlor or its NRC or person(s) authorized by such Committee and their appointment as trustees shall forthwith be cancelled and their office vacated on receipt of written intimation from the Settlor to this effect thereof by the respective trustees. The Settlor or its NRC or person(s) authorized by such Committee reserves the right at its sole discretion to remove any of the Trustee(s) without assigning any reason whatsoever after giving written notice, which may be with immediate effect or may be effective from the date specified therein, which shall not extend beyond 90 days of






 FAZE THREE LIMITED Settlor	 Jitendra Ajarekar Trustees	 Shagufta Sadikot Trustees
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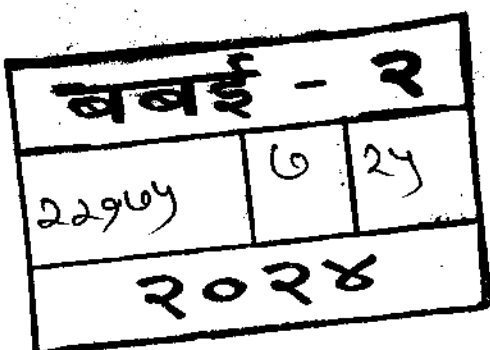
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the date of the notice and to appoint another Trustee in his place. In the event the Trustee(s) ceases to hold the office of Trustee (otherwise than through resignation or removal) or becomes ineligible to hold the office of Trustee, the same shall be considered a deemed removal with immediate effect by the Settlor for purposes of this Clause.




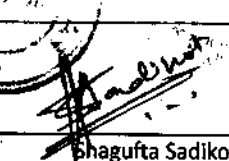
- (b) The Board of Directors of the Settlor or its NRC or person(s) authorized by such Committee shall be entitled to constitute or reconstitute a new Board of Trustees by removing any or all the Trustees and making fresh appointment of Trustees or otherwise appointing new or additional Trustees.
- (c) The Board of Directors of the Settlor or its NRC or person(s) authorized by such Committee shall have the power to appoint such additional trustee(s) as it may deem fit from time to time. To the extent of such appointment, this Trust Deed shall be modified in accordance with terms hereof, with the exception that consent of the Trustees shall not be required for such modification.
- (d) The Trustees shall hold the office of trustee until the dissolution of the Trust or the discharge of the Trustee either through removal or resignation or if they otherwise cease to or become ineligible to hold the office of Trustee, whichever is earlier.
- (e) In the event the Trustee(s) desires to resign, it may submit its resignation by giving 90 (ninety) days' notice ("Notice Period") to the Settlor. The Acceptance of the resignation by the Settlor shall not be a condition for coming into operation of the resignation. A Trustee shall not be required to give any reason or explanation for his/ her resignation nor shall he/ she be obliged to await appointment of another Trustee in his/ her place instead. Provided that in the event the resignation of a Trustee would result in the number of Trustees in the Trust going below the number specified under the applicable law / SEBI Regulations prevailing at the time being in force, then the Settlor shall be entitled to require the Trustee to hold office until the appointment of a new Trustee. In such circumstances, the Settlor shall strive to ensure that it shall appoint new Trustee as soon as possible. The Settlor shall, appoint new trustee in its place (if required) by execution of a deed of appointment/a supplementary deed/ an amendment deed ("Successor Trustee"). The Trustee, on appointment of Successor Trustee, stand immediately discharged from all responsibilities with respect to the Trust Fund and the Trust shall vest with the Successor Trustee which is so appointed. Except in case of negligence, fraud or criminal breach of trust committed by the Trustee, the resigning Trustee shall be fully indemnified in all respects from out of the Trust Funds.
- (f) The Trustee shall immediately inform the Settlor in writing in case it is admitted to (or is likely to or may be admitted into) insolvency or bankruptcy proceedings, and provide all information required by the Settlor in relation to such proceedings as may be requested by the Settlor. In such case, the Settlor shall take all such steps as may be necessary in relation to the Trust Fund and this Trust. Notwithstanding anything to the contrary contained herein, the Trustee shall be deemed to have been removed with immediate effect by the Settlor as the Trustee, if any decree or order admitting it into insolvency or winding up proceedings is passed against it, unless otherwise stated in writing by the Settlor.
- (g) Without prejudice to the powers to effect removal of the Trustees under the preceding Clause 10 (a), (b), (f), any Trustee shall be liable to be removed by The Board of Directors of the Settlor or its NRC or person(s) authorized by such Committee by giving a notice in writing to such Trustee and to the Trust, on the happening of all or any of the event, viz.:
- (i) if a court having jurisdiction shall execute a decree or order for relief in respect of any Trustee under any applicable insolvency law, or

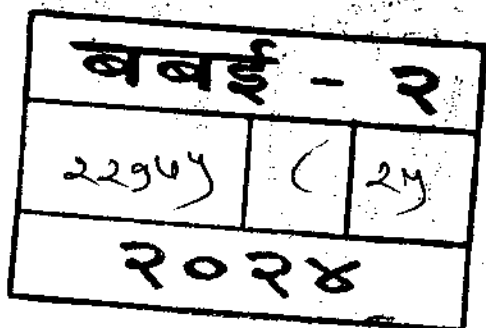
  FAZE THREE LIMITED Settlor	 Jitendra Ajarekar Trustees	  Shagufta Sadikot Trustees
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- (ii) if any Trustee shall commence a case under any applicable insolvency law or shall consent to the entry on an order for relief under any such law, or
- (iii) if any Trustee has, in the opinion of the Settlor, become incapable or unfit to act as a trustee, or
- (iv) if any Trustee is, in the opinion of the Settlor, guilty of any conduct likely to have an adverse effect on the Trust, or
- (v) if any Trustee is involved in an offence involving fraud, criminal breach of trust or moral turpitude.
- (h) If the office of any of the Trustees is vacated either by death, insanity, insolvency/bankruptcy, resignation, removal, winding up, refusal or neglect to act as a trustee or on them becoming incapable or unfit to act in trust of these presents or as a result of written intimation to this effect from the Settlor as per Clause 10(a) above, the resulting vacancy shall be filled by any person(s) nominated by the Settlor or its NRC or person(s) authorized by such Committee. Further, in addition to (and not in derogation of) what is stated herein, any appointment of a trustee shall be made only once the person proposed to be appointed as a trustee is nominated by the Settlor or its NRC or person(s) authorized by such Committee.
- (i) If the office of any of the Trustees is vacated as contemplated in this Clause 10, the concerned trustee shall, until such time as the vacancy is filled, if so permitted in writing by the Settlor or its NRC or person(s) authorized by such Committee, be entitled to exercise all the powers whether discretionary or otherwise vested in the concerned trustee and the execution of the Trust declared herein.
- (j) If the Settlor or any other company/entity into which the said Settlor is amalgamated or merged, then all the rights and liabilities of the Settlor as enshrined under this Trust Deed shall be assumed by the amalgamated entity/surviving entity. In the event the Settlor ceases to exist on account of winding up or dissolution or otherwise, then the Trust shall be forthwith wound up and the Trust Fund shall be dealt with in the manner provided in Clause 9 of this Trust Deed.
- (k) Upon any appointment of a new trustee as aforesaid, the Trust Fund shall if and so far as may be necessary or be required, be transferred so that the same may be vested in the Trustees for the time being, and every such new trustee may, whether the Trust Fund shall have been vested in it/him/her or not, act or assist in the execution of the trusts and powers of these presents and shall have the same powers, authorities and discretions as if he had been originally appointed a trustee of these presents.
- (l) Without prejudice to any other provisions of law, a trustee of the said Trust shall stand discharged from its/his/her office of trustee on tendering its/his/her resignation of its/his/her office in writing to the Settlor or on the happening of any the events mentioned in such Clause 10 (g) & (h) above.
- (m) The Trust shall maintain a register of trustees and at the time of appointment of every trustee, the register of trustees shall be updated with the full name, address and details of constitution of such trustee and record the date on which a trustee is appointed as a trustee and also ceases to act as a trustee.
- (n) Any decision arrived at by the Trustees should be promptly communicated in a timely manner to the NRC and the Settlor except where the decision is subject to the approval of Settlor or its NRC or person(s) authorized by such Committee.

In the event of any deadlock between Trustees, the NRC shall have the final power to resolve the deadlock. The decision so arrived will be binding on all the Trustees.

 FAZE THREE LIMITED Settlor	  Jitendra Ajarekar Trustees	 Bhagufra Sadikot
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11. Corporate Trustee:

If and so far as any Trustee is a company or a body corporate (hereinafter referred to as the "Corporate Trustee"), the provisions of this deed shall mutatis mutandis apply to the Trustee as if the same were individuals. The terms of appointment of a Corporate Trustee may also include a provision for the designation of any director, officer, or executive of that Corporate Trustee, for the limited purposes of attending meetings of the Trustees and carrying out, executing, or performing such other functions as are required to be performed or discharged by the Trustees in terms hereof. The scope of the powers, obligations, duties, and authorities of such Corporate Trustee (being a company or a body corporate or director, officer, or executive designated in that behalf by the company or body corporate) may be specified, and if necessary, an arrangement in writing may be entered into by the Settlor on the one hand and the concerned Corporate Trustee (or director, officer, or executive designated in that behalf) on the other hand.

Notwithstanding anything to the contrary in this Deed, however, as per the prevailing applicable law / SEBI Regulations at the time being in force, the Settlor shall have the right to appoint itself as the sole Corporate Trustee of the Trust at any point of time hereinafter by sending a written intimation to this effect to the address of the Trust and each of the then Trustees at their usual address or at the last known address and in such an event, the office of the individual Trustees shall forthwith stand vacated (unless contrary is communicated in such letter) and the Settlor shall for all intents and purpose be the only Trustee of the Trust (as the case maybe).

12. Guidance by the Nomination & Remuneration Committee:

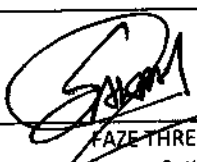


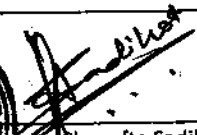

- a. The Trustees shall be guided by the directions of the NRC or such person(s) authorized by such NRC, in the purchase, holding, sale, transfer, or disposal of the Shares held by them and in the settlement of the proceeds realized upon the sale/transfer of the Shares, as the case may be.

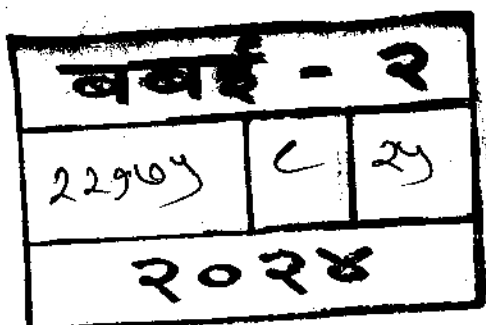
Subject to the instructions of the NRC or such person(s) authorized by such NRC in the manner prescribed in the Scheme, the Trustees shall, in the manner as prescribed in the Scheme, have the power to (a) purchase the Shares from any shareholder of the Settlor, (b) transfer the Shares purchased to a Beneficiary upon exercise of the option vested in the Beneficiary, as per the provisions of the Scheme, and (c) execute all such documents as may be required for the aforesaid purchase and sale.

- b. The Trustees shall comply with and carry out all such directions as may be given by the NRC or such person(s) authorized by such NRC from time to time in relation to any matter that the NRC or such person(s) authorized by such NRC has power under this Deed or under the Scheme to direct, determine, or decide. Every such direction or decision shall be notified to the Trustees in writing, signed by any member of the NRC or other person authorized on this behalf by such NRC.

13. Meetings of the Trustees:

- i. The Trustees may convene a meeting of the Trustees at any convenient place in India or such other place as they may deem fit and at convenient intervals hold meetings from time to time as occasion shall require, for the transaction of the business of the Trust.
- ii. Any one of the Trustees may convene a meeting of the Trustee for the transaction of any particular business and any business may be disposed of by a circular resolution instead of at a meeting, unless majority of the Trustees think otherwise.

  FAZE THREE LIMITED Settlor	 Jitendra Ajarekar Trustees	  Shagufta Sadikot Trustees
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- iii. All decisions relating to the Trust shall be taken if majority of the Trustees agree to it.
- iv. At least 2 (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 or such shorter notice in case all the Trustee agrees for same.
- v. The original minutes of the proceedings of every meeting shall be deposited at the office of the Trustees who shall provide for safe custody thereof
- vi. A written minute of a decision of all the Trustees reached without any meeting shall, if signed by all the Trustees, be as effective for all purposes as if such decision had been reached in a duly convened meeting of all the Trustees.

14. Delegation of powers

The Board of Directors of the Settlor or its NRC or such person(s) as may be authorized by such NRC may, in its discretion, entrust the general superintendence, direction, and management of the affairs of the Trust to any one or more Trustees.

The Trustees may with prior approval by NRC or such person(s) as may be authorized by such NRC, by passing a resolution of Trustee, delegate any of their powers, duties, or functions to one or more of the Trustees or to any officer, agent, or employee of the Trust, as they deem appropriate.

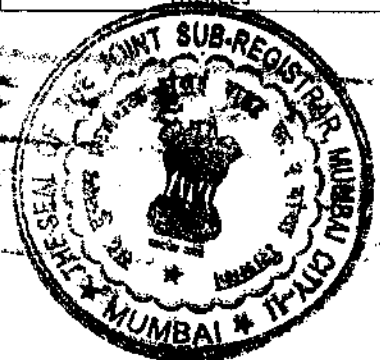
Such delegation must be approved by a resolution passed at a duly convened meeting of the Trustees or by a written resolution signed by all the Trustees. The resolution shall specify the scope of the delegated powers, duties, or functions and the terms and conditions upon which the delegation is made. The delegation shall be formalized by a written instrument, such as a power of attorney or other written authorization, executed by the Trustees and addressed to the delegatee. The Trustees shall not be responsible for any loss incurred due to the delegatee's mistake, or error of judgment, provided that the delegation was made in good faith and with due diligence. The Trustees may revoke the delegation at any time by passing a resolution to that effect and providing written notice to the delegatee.

15. General Power of Board of Trustees

- a) Subject to these presents, it shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of the said Trust as it 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 terms and conditions set forth in the Scheme, directions (if any) of the NRC, the objects and interests of the Trust or with any requirements which may be specified by the Securities and Exchange Board of India ("SEBI") in this regard.
- b) Each of the Trustees may act as a communication channel between the Trust/Trustee and the Settlor, NRC, the Beneficiary(ies) and other relevant third party(ies). All decisions taken by the Trustee with respect to the Trust shall be appropriately documented, and communicated in such manner as may be required by or under the Scheme or otherwise directed by the NRC.
- c) The Trustee shall be entitled from time to time to open, operate and maintain a banking account, demat account, broking account or any other accounts in the name of said Trust or in the name of the Trustee at such select commercial bank or banks as it may from time to time decide, and

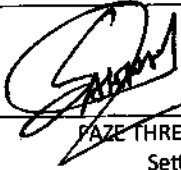
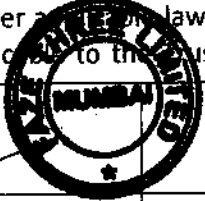
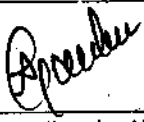

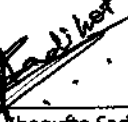
				
FAZE THREE LIMITED Settlor.		Jitendra Ajarekar Trustees		Shagufta Sadikot Trustees

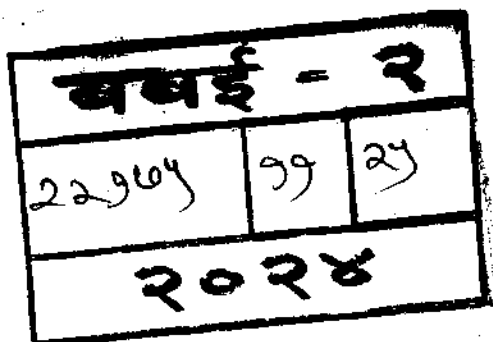
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deposit the Trust Fund either by way of fixed deposit or current account or safe custody account or any other account whatever. Further, the Trustee may at any time pay or cause to be paid or withdraw any moneys forming part of the Trust Fund or the income thereof to the credit of any such account or accounts.

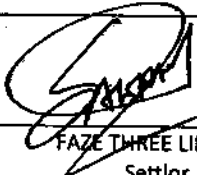
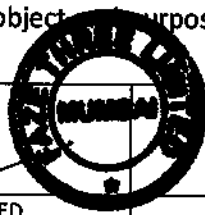


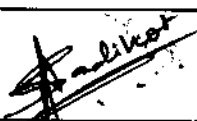
- d) The Trustee shall, subject to such conditions, restrictions and covenants, if any, as may be fixed by the NRC or such person (s) authorised by the NRC from time to time, invest the Trust Fund and all moneys in its hands which may require investment in any bonds or debentures or shares or securities issued by any other body corporate. The Trustee shall manage the Trust Fund in accordance with the terms hereof in such a manner that it is able to meet the objects of this Trust. The Trustee may take prior approval / consultation with the Settlor or the NRC in relation to management of the Trust Fund. It is hereby clarified that the directions contained in this Trust Deed are absolute and shall not be deemed to be curtailed, restricted or otherwise limited by, under or in pursuance of the provisions of Section 20 of the Indian Trusts Act, 1882 in relation to the investment of the Trust Fund which consists of money and cannot be applied immediately or at an early date to the purposes of the Trust.
- e) The Trustees shall not be entitled to vote in respect of the Shares held by the Trust.
- f) In relation to the primary acquisition and / or secondary acquisition of Shares, warrants or other securities as defined under relevant scheme / plan / the SEBI Regulations that may be undertaken for the purpose of relevant scheme / plan / the SEBI Regulations, the Trustee shall ensure compliance with provisions of regulation as may be prescribed by SEBI and other applicable law in this regard.
- g) It shall be lawful for the Trustees to borrow or raise money and/or secure the repayment of any moneys borrowed by way of pledge, hypothecation, charge of mortgage of any part of the properties comprised in the Trust Fund including shares and securities held by the Trust on such terms and conditions as the Trustee may think fit, subject to prior approval of the Settlor or the NRC.
- h) The Settlor hereby empowers the Trustee to, subject to such conditions, restrictions and covenants, if any, as may be fixed by the NRC or such person (s) authorised by the NRC from time to time, manage the Trust Fund and the assets of the Trust in accordance with the terms hereof thereby and for such purposes to execute all necessary documents in writing and paper and to pass, give and execute necessary receipts, releases and discharges for the consideration moneys relating thereto, which shall bind all the Trustees. All moneys arising from any such transfer or other assurance shall be deemed to be part of the Trust Fund and shall be applicable accordingly.
- i) Upon any sale or other transfer by the Trustee under the power aforesaid, the purchasers or transferees dealing *bona fide* with the Trustee shall not be concerned to see or inquire whether the occasion for executing or exercising such power has arisen or whether the provisions as to the appointment and retirement of Trustee herein contained have been properly and regularly observed and performed. Neither shall the purchasers or transferees be concerned to see to the application of the purchase moneys or other considerations, or be answerable for the loss, misapplication or non-application thereof.
- j) The Trust acting through its Trustees shall purchase/transfer/ deal/dispose off/ receive by way of gift the Shares of the Company strictly as per applicable law. The Trustee shall ensure compliance with tax and other applicable law while purchasing/transferring/dealing in Shares, thereof to the extent it is applicable to the Trust. In particular, the Trust through its Trustee shall not deal in

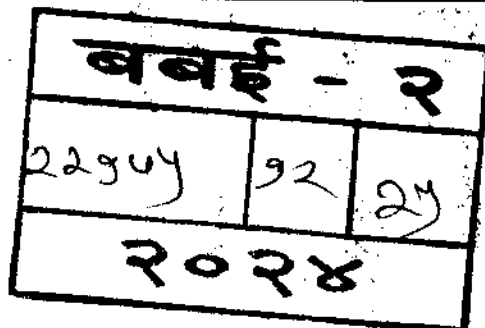
 FAZE THREE LIMITED Settlor	  Jitendra Ajarekar Trustees	  Shagufta Sadikot Trustees
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derivatives, and shall undertake only delivery based transactions for the purpose of secondary acquisition of the said Shares as permitted by the SEBI Regulations.

- k) The Trustee is empowered to, with the prior written approval of the NRC or such person (s) authorised by the NRC, from time to time, appoint one or more employees, officers and agent, as it may deem expedient and fix their remuneration. In such instance, the Trustee and the Settlor shall mutually decide upfront on the responsibilities for compliances relating to such employees and officers in this regard.
- l) Subject to the requirements under applicable law, the Settlor may provide financial assistance and/or lend monies to the Trust on appropriate terms and conditions to acquire the Shares for the purpose of implementation of the Scheme.
- m) The Trust acting through the Trustee shall be required to make disclosures and comply with the other requirements applicable to it (i.e., the Trust) under regulations prescribed by SEBI or other applicable law.
- n) The receipt by the Trustees of the income of the Trust Fund or for any documents of title or securities, papers or other documents or any other moneys or property forming part of the Trust Fund shall be sufficient and shall effectually discharge the person or persons paying, giving or transferring the same from being bound to see to the application or being answerable for the loss, misapplication or non-application thereof.
- o) It shall be lawful for the Trustee to settle all accounts and to compromise, compound or refer to arbitration any action, proceedings, disputes, claims demands or things relating to any matter in connection with the said Trust and to do all other things proper for such purpose without being responsible for any loss occasioned thereby.
- p) The Trustee shall have the power to determine in case of doubt whether any money or property shall, for the purpose of this Trust, be considered as capital or income, and whether out of the capital or income any expenses or outgoings ought to be paid or borne and any/every such determination shall be binding and conclusive, provided that nothing herein contained shall be deemed to authorise the Trustees to spend the income or corpus of the Trust Fund for any purpose not authorised by these presents.
- q) The Trustee shall be chargeable only for such Trust Fund and income including money, stocks, funds, shares and securities as it shall actually receive notwithstanding its signing any receipt for the sake of conformity and shall be answerable and accountable only for its own acts, receipts, neglects or defaults and not for those of the other or others of them nor for any banker, broker, auctioneer or agent or any other persons with whom or into whose hands any Trust Fund or Trust income may be deposited, nor for the insufficiency or deficiency of any stocks, funds, shares or securities nor for any other loss, unless the same shall happen through its own willful default or dishonesty.
- r) The dividend income of those shares which are not appropriated or earmarked for the Beneficiary shall be applied by the Trustees in the manner they deem fit to attain the objectives of the Trust, subject to prior approval of the Settlor or the NRC.
- s) It is hereby expressly agreed and declared that the Trustees shall have the power, with the approval of the Settlor, to modify or amend provisions of this Trust Deed without however affecting in any way the general object and purpose of the said Trust as set forth in Clause 4 TO THE INTENT that

				
FAZE THREE LIMITED Settlor		Jitendra Ajarekar Trustees		Shagufta Sadikot Trustees



the Trust Fund and the income thereof shall at all times hereafter be utilised only for such purposes and not otherwise.

16. Books of Accounts:

- a) The Trustee shall keep or cause to be kept proper books of account, records and documents for the Scheme so as to explain its transactions and to disclose at any point of time the financial position of the Scheme and in particular give a true and fair view of the state of affairs of the Scheme and the accounts shall be audited atleast annually by a chartered accountant or a firm of chartered accountants as auditors. The Trust shall additionally comply with all requirements under applicable law including any requirements of the SEBI Regulations and directions (if any) of the NRC on maintenance of such books and records.
- b) The Trustees may (if need arise after mutual discussion with the NRC) arrange with the Settlor whereby the Settlor shall, on behalf of the Trustees, ensure the maintenance of minutes of their proceedings and decisions, and the proper upkeep of records and accounts of the Trust, including individual Beneficiary records, transfers, and other documents related to the Trust's objectives. The Settlor shall also undertake all administrative tasks associated therewith. The Settlor hereby undertakes with the Trustees to fully and accurately prepare and maintain the accounts, records, transfers, and documents as outlined in this clause. The Settlor shall provide the Trustees with full facilities and information to ensure compliance with the provisions of this Deed and the Scheme.
- c) The Settlor shall bear all costs and expenses incurred by the Trustees in administering the Trust, and the Trustees shall endeavor to substantiate such expenses with proper proofs wherever possible.

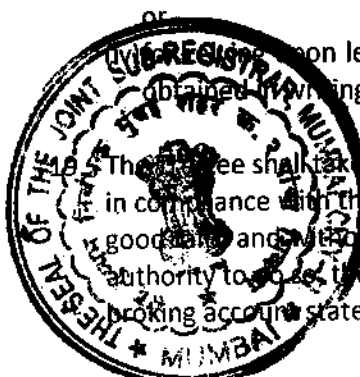
17. Protection for actions in good faith: The Trustees are not entitled for any remuneration. However, the Trustees shall be entitled to pay or reimburse itself from the Trust Fund or recover from the Settlor, if the Trust Fund is insufficient, for performing their duties as a Trustees, in good faith and without negligence, strictly in accordance with the terms hereof, including but not limited to, incurred in the operation or execution of the Trust and for the realization, preservation or benefit of the investments and assets comprising of the Trust Fund and for the protection of the interests of the Beneficiaries, legal and statutory expenses, professional fees, etc.

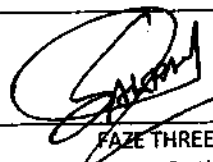

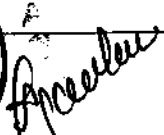

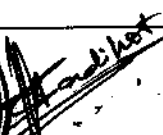
18. It is hereby expressly understood that the Trustees shall not be liable for:

- (i) any act, deed or thing done in their individual capacity as trustees in good faith and without negligence strictly in accordance with the terms hereof; or
- (ii) for any act, deed or thing done by any of the co-trustee for the purposes of the Trust; or
- (iii) for acting or relying upon written directions of the Settlor or NRC in accordance with terms hereof;

nor shall they be liable for not obtaining or not acting upon legal or other expert advice in relation to matters concerning the Trust which is obtained from writing and provided promptly to the Trustees and to the Settlor.

The Trustees shall take all necessary steps towards ensuring that all transactions involving the Trust are in compliance with the provisions of: (i) applicable law; and (ii) this Trust Deed; and are undertaken in good faith and without negligence. When required by the Settlor or any other third party having the authority to do so, the Trustees shall provide bank account statement(s), demat account statement(s), trading account statement(s) and requisite explanations on any transactions involving the Trust.



 FAZE THREE LIMITED Settlor	  Jitendra Ajarekar Trustees	  Shagufta Sadikot Trustees
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20. The said Trust shall be and remain a private and irrevocable throughout its validity period referred in Clause 9 above, and the Settlor does hereby also release, relinquish, disclaim, surrender and determine all its rights, title, interest or powers in this regard.

21. The said Trust shall be extinguished if the fulfilment of its purpose becomes impossible due to any reason.



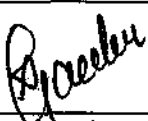

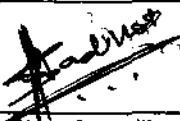
22. Rights And Obligations of the Beneficiaries:

The rights and obligations of the Beneficiaries shall include the following:

- a. To receive equity shares of the Settlor upon exercise of the options granted in accordance with the terms of the Schemes and on such terms as determined by Board.
- b. To receive cash upon exercise of the options which are Cash settled in accordance with the terms of the Schemes and on such terms as determined by Board.
- c. None of the Beneficiaries shall have the right to receive any dividend, or to vote, or to enjoy any other benefits available to a shareholder of the Settlor in respect of any options granted to such Beneficiary, till shares of the Settlor are transferred upon exercise of Awards issued to such Beneficiary.
- d. Subject to Applicable Laws, the Trust shall not be liable for any debt of any Beneficiary, or be subject to any judgment rendered against any Beneficiary, or to the process of any court in aid of execution of any judgment so rendered.
- e. Subject to applicable laws, the beneficial interest of any of the Beneficiaries in the Trust shall not be encumbered, sold, transferred, or subjected to any third party rights by the Beneficiaries, whether directly or indirectly, to any extent and in any manner whatsoever. In particular, the Beneficiaries shall not have the right to transfer, pledge, hypothecate, mortgage or otherwise alienate any Awards granted to them under Schemes.
- f. In addition to the above, the Trustees shall have the power to prescribe any other rights and obligations of the Beneficiaries, in accordance with the Applicable Laws, SEBI Regulations and may also seek the recommendations of the Board in this regard.

23. Withholding of tax and other deductions

Before making any transfer of Shares or other distribution to any Beneficiary in respect of any of the Trust obligations conferred herein, the Board of Trustees may make such deductions under the Income Tax Act, 1961, or under any other law for taxes, charges, or assessments which the Trust or the Settlor may be liable for in relation to the transfer of shares to the Beneficiaries or other distribution whatsoever. Additionally, the Board of Trustees may deduct the amount of any stamp duties or any other governmental taxes or charges payable by it or for which it might be made liable in respect of or in relation to any transfer of Shares or other distribution to the Beneficiaries or any documents signed by it in connection therewith. The Board of Trustees shall not be liable to account to the Beneficiaries or otherwise for any payment made or suffered by the Trustees in good faith to any duly empowered revenue authority for taxes or other charges arising out of or relating to any transactions of whatsoever nature under this Deed, notwithstanding that any such payment ought not to be or need not have been made or suffered.

 FAZE THREE LIMITED Settlor	  Jitendra Ajarekar Trustees	  Shagufta Sadikot Trustees
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24. Notice

(a) Form of Notice: Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Trust Deed (each, a "Notice" for the purposes of this clause) shall be in English, in writing and signed or otherwise authenticated by or on behalf of the person giving it.

(b) Service of Notice: Every Notice shall be sent *via* electronic mail to the relevant email address (as set out below) and shall be deemed served upon delivery. Additionally, at the discretion of the sender of the Notice, it may also be sent by registered post with acknowledgement due or by hand delivery to the relevant address (as set out below) of each of the Trustees and the Settlor, as the case may be, and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time.

Explanation: For the purpose of this sub-clause, a Business Day means any day, not being a Saturday, Sunday or a public holiday in Mumbai, Maharashtra and "during a Business Day" means any time between 9.30 am and 5.30 pm on a Business Day. References to "the start of a Business Day" and "the end of a Business Day" shall be construed accordingly.

(c) Address for Service: Notices shall be addressed as follows:

Notices to Settlor:	
Address:	63, Wing C, Mittal Court, Nariman Point, Mumbai 400021
Email ID:	cs@fazethree.com / akram@fazethree.com
Attention:	Mr. Akram Sati, Company Secretary & Compliance Officer.

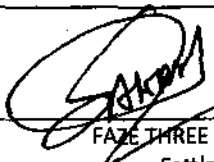

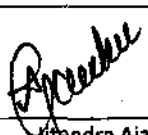

Notices to Trustees:	
Address:	63, Wing C, Mittal Court, Nariman Point, Mumbai 400021
Email ID:	jitendra.ajarekar@fazethree.com
Attention:	Mr. Jitendra Ajarekar

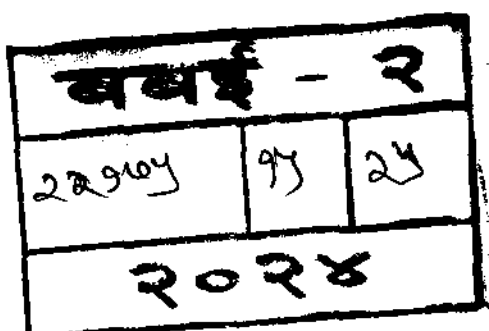
Address:	63, Wing C, Mittal Court, Nariman Point, Mumbai 400021
Email ID:	shagufta.sadikot@fazethree.com
Attention:	Ms. Shagufta Sadikot

(d) Change of details: A Party may change its/his/her email ID(s) or address or attention details for Notice(s) sent to it/him/her hereunder after it/he/she gives the other Parties not less than 3 (three) days prior Notice in accordance with this clause. Until the end of such notice period, the previous address/email ID(s)/attention details shall remain effective.

25. Jurisdiction: This Trust has been established under the provisions of the Indian Trust Act, 1882, and the Courts in Mumbai shall have the exclusive jurisdiction over matters or issues arising out of this Trust Deed.

26. Invalidity not to affect other provisions: If any part of a clause or any clause or clauses of this Deed is found or declared to be invalid, illegal, unenforceable in any respect, ineffective, inoperative or void, it shall not affect or shall it be deemed to affect, the validity or enforceability of this Deed, or the other parts of such clause or other clauses, as the case may be. this Deed shall be construed as if such

 FAZE THREE LIMITED Settlor		 Jitendra Ajarekar Trustees	 Shagufta Sadikot Trustees
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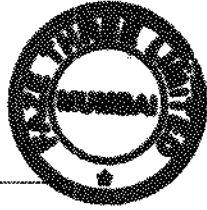


invalid, illegal or unenforceable provision had never been set forth herein, and this deed shall be carried out as nearly as possible according to its original terms and intent.

IN WITNESS WHEREOF the Settlor and Trustees hereto have executed this Deed the day and year first hereinabove written.

SIGNED AND DELEVIED for and on behalf of Faze Three Limited being the Settlor:

[Handwritten Signature]



Mr. Akram Sati
Company Secretary & Compliance Officer

In the presence of:

Name: Tushar Bhave.

1) Sign: *[Handwritten Signature]*

2) Anuksh R. Gidare

[Handwritten Signature]

SIGNED AND DELEVIED by

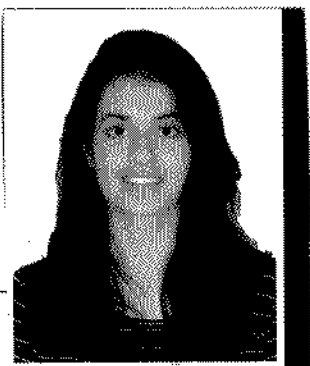
Mr. Jitendra Ajarekar as the Trustee

Ms. Shagufta Sadikot as the Trustee

[Handwritten Signature]



[Handwritten Signature]



In the presence of:

Name: Tushar Bhave

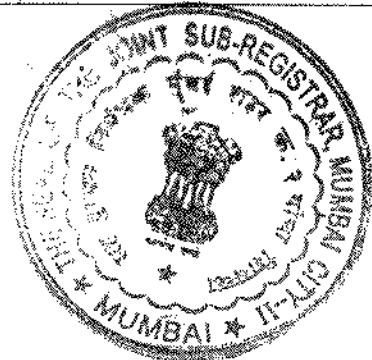
1) Sign: *[Handwritten Signature]*



2) *[Handwritten Signature]*

 FAZE THREE LIMITED Settlor	 Jitendra Ajarekar Trustees	 Shagufta Sadikot Trustees
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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF FAZE THREE LIMITED AT THEIR MEETING HELD ON WEDNESDAY, SEPTEMBER 04, 2024

APPROVAL FOR FORMATION OF FAZE THREE EMPLOYEE TRUST

"RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby accorded to form and register a private and irrevocable Trust by the name of Faze Three Employee Trust (hereinafter referred to as 'the Trust') for implementation of any Employee Stock Plan or Share Based Employee Benefit Plan or any other scheme for the benefit of the Employees which may be introduced by the Company from time to time and the draft Trust Deed placed before the Board be and is hereby approved.

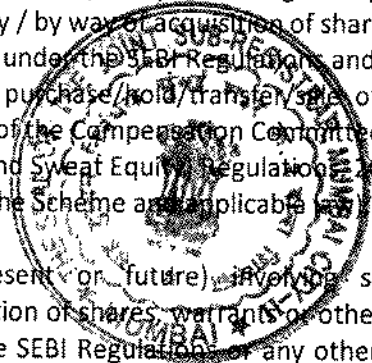
RESOLVED FURTHER THAT the consent of the Board of Directors of the Company be and is hereby accorded for the administration of the afore-mentioned Trust through the following two Trustees:

1. Mr. Jitendra Ajarekar, aged 47 years, residing at C-10, Ashoka Complex, Chulna Road, Manikpur, Umele, Bassein Road, Palghar-401 202;
2. Ms. Shagufta Sadikot, aged 24 years, residing at E/2002, Sarova Complex, Samta Nagar, Kandivali East, Mumbai 400 101.

RESOLVED FURTHER THAT the consent of the Board of Directors of the Company be and is hereby accorded to authorize Mr. Akram Sati, Company Secretary & Compliance Officer of the Company to execute and register the Trust Deed for and on behalf of the Company.

RESOLVED FURTHER THAT the objectives of the Trust to be as follows:

- i. to administer the Scheme in the manner as set forth therein (its key role being to acquire Shares by subscribing to fresh issue of shares by the Company / by way of acquisition of shares from the secondary market or any other modes as permissible under the SEBI Regulations and Applicable Laws and related administrative matters including purchase/hold/transfer/sale of Shares in accordance with the terms of the Scheme, directions of the Compensation Committee under the provisions of SEBI (Share Based Employees Benefits and Sweat Equity) Regulation, 2021 or such person(s) authorised by such Committee in terms of the Scheme and applicable law)
- ii. to administer any other schemes/plans (in present or future) involving share-based compensation whether primary or secondary acquisition of shares, warrants or other securities as defined under relevant scheme / plan / under the SEBI Regulation or any other modes as permissible under the SEBI Regulations and Applicable Laws as per the terms and conditions provided by the Settlor and/or the Compensation Committee for the welfare of the Beneficiaries from time to time;
- iii. to hold the shares acquired by the Trustees until the time they have not been transferred in favour of the Beneficiaries for the benefit of the Beneficiaries.
- iv. to hold, utilize, apply, distribute the Trust Fund, Assets and monies that are transferred or may be transferred to the Trust for the purpose of implementing the Scheme, for the welfare of all the Beneficiaries or any one or more of them to the exclusion of the other or others in such share,



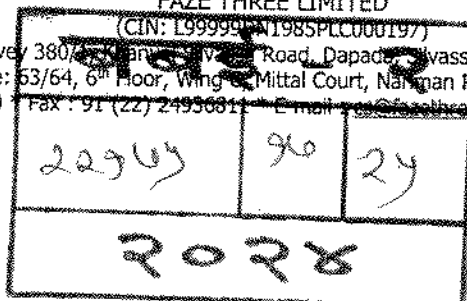
FAZE THREE LIMITED

(CIN: L99999MH1985PLC000197)

Regd. Office: Survey 380/4, 4th Floor, V. V. Road, Dapodi, Wasse - 396 230, UT of D&NH

Corporate Office: 53/64, 6th Floor, Wing C, Mittal Court, Nariman Point, Mumbai - 400021.

Tel. : 91 (22) 43514444, 66604600 Fax : 91 (22) 24936811 E-mail : info@fazethree.com * Website : www.fazethree.com




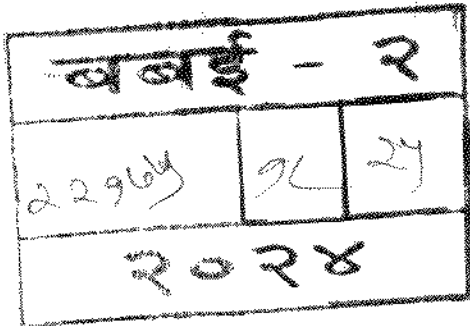
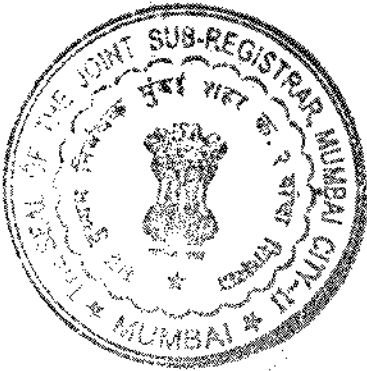



in such manner including income received at any particular time and apply the same at a later time and in all respects and subject to such conditions, restrictions and covenants, if any, as may be fixed by the Settlor (Faze Three Limited) or Compensation Committee or such person (s) authorised by the Committee from time to time, and meeting the costs for administration of the Trust or any other allied activities for the fulfilment of the aforesaid objectives.

RESOLVED FURTHER THAT any of the Directors or Chief Financial Officer or Company Secretary of the Company be and are hereby severally authorized to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient or proper including but not limited to availing PAN for the Trust, opening of Bank and Demat Account of the Trust and to give / nominate / appoint one or more persons for carrying out any or all of the activities that they are authorized to do for the purpose of giving effect to this resolution."

CERTIFIED TRUE COPY
For Faze Three Limited


Akram Sati
Company Secretary & Compliance Officer
Membership No.: A50020



FAZE THREE LIMITED

(CIN: L99999DN1985PLC000197)

Regd. Office: Survey 380/1, Khanvel Silvassa Road, Dapada, Silvassa - 396 230, UT of D&NH
Corporate Office: 63/64, 6th Floor, Wing C, Mittal Court, Nariman Point, Mumbai - 400021.

Tel. : 91 (22) 43514444, 66604600 * Fax : 91 (22) 24936811 * E-mail : cs@fazethree.com * Website : www.fazethree.com

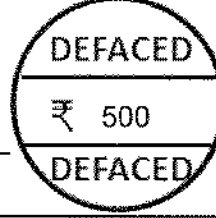


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0924132501676	Receipt Date	13/09/2024
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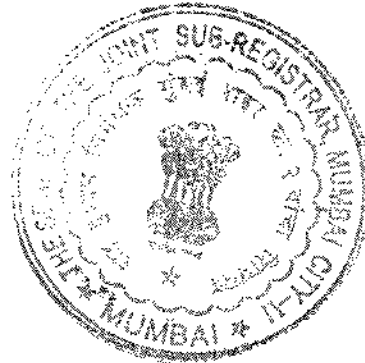
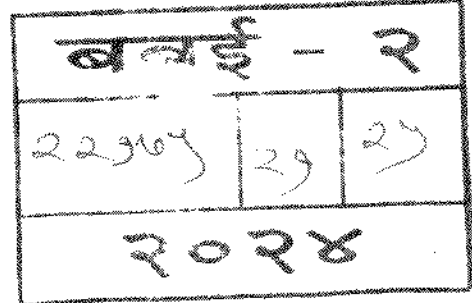
Received from DHC, Mobile number 9100000000, an amount of Rs.500/-, towards Document Handling Charges for the Document to be registered on Document No. 22175 dated 13/09/2024 at the Sub Registrar office Joint S.R. Mumbai City 2 of the District Mumbai District.

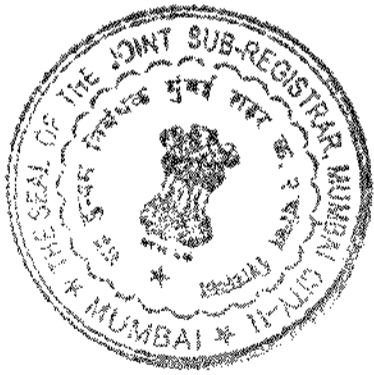


Payment Details

Bank Name	SBIN	Payment Date	13/09/2024
Bank CIN	10004152024091301582	REF No.	425716317457
Deface No	0924132501676D	Deface Date	13/09/2024

This is computer generated receipt, hence no signature is required.





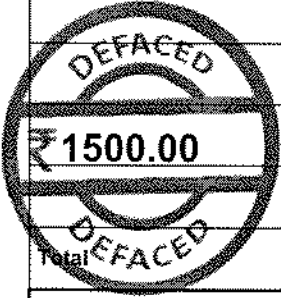
बवई - २		
२२९७५	२२	३५
२०२४		



CHALLAN
MTR Form Number-6



GRN	MH008188277202425E	BARCODE			Date	12/09/2024-18:31:41	Form ID	25.2	
Department				Inspector General Of Registration					
Type of Payment				Stamp Duty Registration Fee					
Office Name				BOM2_JT SUB REGISTRAR MUMBAI CITY 2					
Location				MUMBAI					
Year				2024-2025 One Time					
Account Head Details				Amount In Rs.		Premises/Building			
0030045501 Stamp Duty				500.00		Road/Street			
0030063301 Registration Fee				1000.00		Area/Locality			
						Town/City/District			
						PIN			
						4 0 0 0 2 1			
				Remarks (If Any)					
				SecondPartyName=Jitendra Ajarekar and Shagufta Sadikot~					
						Amount In			
						One Thousand Five Hundred Rupees Only			
Total				1,500.00		Words			
Payment Details				IDBI BANK					
Cheque-DD Details				FOR USE IN RECEIVING BANK					
				Bank CIN		Ref. No.		69103332024091217956	2888826482
Cheque/DD No.				Bank Date		RBI Date		12/09/2024-18:32:21	Not Verified with RBI
Name of Bank				Bank-Branch					
				IDBI BANK					
Name of Branch				Scroll No. , Date		Not Verified with Scroll			

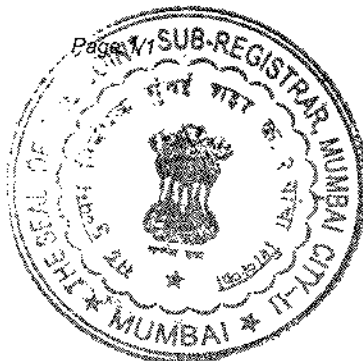


Department ID : Mobile No. : 9969850548
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तावेजाची लागू आहे. नोंदणी न करतावयाच्या दस्तावेजाची सदर चलन लागू नाही.

बबई - २
 २२९५५ २३ २५

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	IGR id	Defacement Amount
1	(IS)-319-22175	0004539136202425	13/09/2024-11:13:29	IGR183	500.00
2	(IS)-319-22175	0004539136202425	13/09/2024-11:13:29	IGR183	1000.00
Total Defacement Amount					1,500.00



Print Date 13-09-2024 11:14:40

319/22175

शुक्रवार, 13 सप्टेंबर 2024 11:13 म.पू.

दस्त गोपवारा भाग-1

बबइ2

दस्त क्रमांक: 22175/2024

228

दस्त क्रमांक: बबइ2 /22175/2024

बाजार मूल्य: रु. 01/-

मोबदला: रु. 01/-

भरलेले मुद्रांक शुल्क: रु.500/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. नि. सह. दु. नि. बबइ2 यांचे कार्यालयात

पावती:24327

पावती दिनांक: 13/09/2024

अ. क्र. 22175 वर दि.13-09-2024

सादरकरणाचे नाव: फेज श्री लिमिटेड तर्फे ऑथोराइज्ड सिग्रेटरी अकरम सती (सेटलर)

रोजी 11:12 म.पू. वा. हजर केला.

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 500.00

पृष्ठांची संख्या: 25

दस्तहजर करणाऱ्याची सही:

एकुण: 1500.00

सह. दु. नि. सह. नि. बबइ2 यांचे कार्यालयात

सह. दु. नि. सह. नि. बबइ2 यांचे कार्यालयात

मुंबई शहर क्र. २

मुंबई शहर क्र. २

दस्ताचा प्रकार: ट्रस्ट

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 13 / 09 / 2024 11 : 12 : 10 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 13 / 09 / 2024 11 : 13 : 18 AM ची वेळ: (फी)

प्रतिज्ञापत्र

"सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. 'दस्तातील संपूर्ण भूवकूर, निधीदक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे, 'दस्ताची सत्यता, वैधता जाणवते. याबरोबरच दस्त निधीदक व कमुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे :

लिहून घेणारे :

