

To

BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai 400 001 Scrip Code: 542752	National Stock Exchange of India Ltd Exchange Plaza, 5th Floor, Plot No. C-1, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 Symbol: AFFLE
---	---

Dear Sir/ Madam,

Sub: Submission of Affle (India) Limited Employees' Welfare Trust Deed

Pursuant to Regulation 3(3) of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, the duly executed Affle (India) Limited Employees' Welfare Trust Deed is submitted herewith.

Please note that the Affle (India) Limited Employee Stock Option Scheme – 2021 was approved by the Board of Directors at its meeting held on August 7, 2021 and the shareholders at the Annual General Meeting held on September 23, 2021.

Thanking you,

Yours Faithfully,
For Affle (India) Limited




Parmita Choudhury
Company Secretary & Compliance Officer

Affle (India) Limited

Regd. Office | 102, Wellington Business Park-I, Off Andheri Kurla Road, Marol, Andheri (East), Mumbai – 400059

Communication Office | P 659, 6th floor, Tower C, JMD Megapolis, Sohna Road, Sector – 48, Gurgaon:122018

(P) 0124-4992914 (W) www.affle.com CIN: L65990MH1994PLC080451

513/12189

पावती

Original/Duplicate

Thursday, October 28, 2021

नोंदणी क्र.: 39म

4:23 PM

Regn.: 39M

पावती क्र.: 12852 दिनांक: 28/10/2021

गावाचे नाव: मरोळ

दस्तऐवजाचा अनुक्रमांक: बंदर17-12189-2021

दस्तऐवजाचा प्रकार: ट्रस्ट

सादर करणाऱ्याचे नाव: सेटलर- अफफले (इंडिया) लिमिटेड च्या सिनियर मॅनेजर अक्षता पाटील मालप --

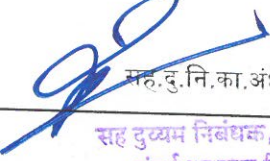
नोंदणी फी रु. 1000.00

दस्त हाताळणी फी रु. 640.00

पृष्ठांची संख्या: 32

एकूण: रु. 1640.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
4:42 PM ह्या वेळेस मिळेल.


सह. दु. नि. का. अंधेरी-६
सह दुय्यम निबंधक, अंधेरी-६.
मुंबई उपनगर जिल्हा

बाजार मूल्य: रु. 0/-

मोबदला रु. 10000/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: DHC रकम: रु. 640/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2810202111454 दिनांक: 28/10/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008142235202122E दिनांक: 28/10/2021

बँकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशिल :-

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


Amal



CHALLAN
MTR Form Number-6



GRN	MH008142235202122E	BARCODE			Date	28/10/2021-13:17:46	Form ID	25.1					
Department	Inspector General Of Registration			Payer Details									
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)											
		PAN No.(If Applicable)											
Office Name	BDR17_JT SUB REGISTRAR ANDHERI 6	Full Name	AFFLE INDIA LTD										
Location	MUMBAI	Flat/Block No.	-										
Year	2021-2022 One Time	Premises/Building											
Account Head Details		Amount In Rs.											
0030045501	Stamp Duty	500.00	Road/Street	-									
0030063301	Registration Fee	1000.00	Area/Locality	MUMBAI									
			Town/City/District										
			PIN		4	0	0	0	5	9			
		Remarks (If Any)											
		SecondPartyName=AXIS TRUSTEE SERVICES LTD-											
		<div style="border: 2px solid purple; padding: 5px; display: inline-block;"> <p style="text-align: center; margin: 0;">बदर-१७/</p> <table border="1" style="margin: 0; width: 100%;"> <tr> <td style="width: 33%; text-align: center;">१२१८</td> <td style="width: 33%; text-align: center;">१</td> <td style="width: 33%; text-align: center;">३२</td> </tr> </table> <p style="text-align: center; margin: 0;">२०२१</p> </div>									१२१८	१	३२
१२१८	१										३२		
Total		1,500.00	Amount In Words	One Thousand Five Hundred Rupees Only									
Payment Details	BANK OF INDIA			FOR USE IN RECEIVING BANK									
Cheque-DD Details		Bank CIN	Ref. No.	02202292021102805759	122120235								
Cheque/DD No.		Bank Date	RBI Date	28/10/2021-13:17:46	Not Verified with RBI								
Name of Bank		Bank-Branch	BANK OF INDIA										
Name of Branch		Scroll No. , Date	Not Verified with Scroll										

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. 9820150398

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





CHALLAN
MTR Form Number-6



GRN	MH008142235202122E	BARCODE			Date	28/10/2021-13:17:46	Form ID	25.1
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)				
Office Name	BDR17__JT SUB REGISTRAR ANDHERI 6			Full Name	AFFLE INDIA LTD			
Location	MUMBAI			Flat/Block No.	-			
Year	2021-2022 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	-			
0030045501 Stamp Duty		500.00		Area/Locality	MUMBAI			
0030063301 Registration Fee		1000.00		Town/City/District				
				PIN	4 0 0 0 5 9			
				Remarks (If Any)	SecondPartyName=AXIS TRUSTEE SERVICES LTD-			
				Amount In	One Thousand Five Hundred Rupees Only			
				Words	१२९६९ २ ३२ २०२१			
Total		1,500.00						
Payment Details				FOR USE IN RECEIVING BANK				
BANK OF INDIA				Bank CIN	Ref. No.	02202292021102805759	122120235	
Cheque-DD Details				Bank Date	RBI Date	28/10/2021-13:17:46	Not Verified with RBI	
Name of Bank				Bank-Branch		BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

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

Mobile No. : 9820150398

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

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-513-12189	0003847983202122	28/10/2021-16:23:03	IGR554	500.00
2	(IS)-513-12189	0003847983202122	28/10/2021-16:23:03	IGR554	1000.00
Total Defacement Amount					1,500.00





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

Receipt of Document Handling Charges

PRN	2810202111454	Receipt Date	28/10/2021
-----	---------------	--------------	------------

Received from AFFLE INDIA LTD, Mobile number 0000000000, an amount of Rs.640/-, towards Document Handling Charges for the Document to be registered on Document No. 12189 dated 28/10/2021 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District.

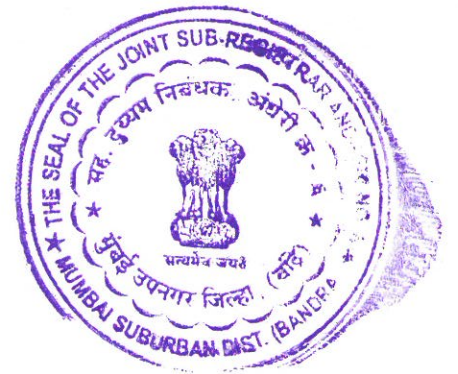


Payment Details

Bank Name	BKID	Payment Date	28/10/2021
Bank CIN	10004152021102809764	REF No.	122132627
Deface No	2810202111454D	Deface Date	28/10/2021

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

बदर-१७/		
१२१८८	३	३२
२०२१		



**TRUST DEED
OF
AFFLE (INDIA) LIMITED EMPLOYEES' WELFARE TRUST**

THIS DEED OF TRUST is dated and effective from October 28, 2021

BY AND BETWEEN

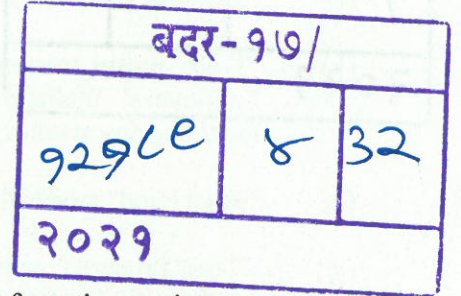
Affle (India) Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 102, Wellington Business Park-I, Off Andheri Kurla Road, Marol, Andheri (East), Mumbai – 400059, Maharashtra (hereinafter referred to as "Affle" which expression shall, wherever the context so requires or admits of be deemed to include the successors and assigns) of the **FIRST PART**

AND

Axis Trustee Services Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai, 400025, Maharashtra which expression shall wherever the context requires of admits, be deemed to include the survivor and/or survivors of them, their Successors and other trustees or trustee for the time being of these presents whether original or substituted) of the **SECOND PART**

In this Deed,

- a) Affle shall be referred to as the 'Settlor' or 'Company'.
b) Parties of the second part shall be referred to as 'Trustee'.



WHEREAS

- A) Affle is engaged in the business of mobile advertising.
- B) Affle and its Holding and subsidiary companies (present & future) from time to time may employ persons in India and abroad;
- C) Affle is desirous of creating separately one or more stock option Scheme(s) for the benefit of such person or persons as are or would be in the employment including whole-time directors of the Company and/or in any of its Holding Company or its subsidiaries (present & future) in respect of securities of the Company, as the Company may deem fit on terms and conditions as may be decided from time to time;
- D) By the resolution passed by the Board of Director at the Board meeting of Affle held on August 7, 2021 and the shareholders at the Annual General Meeting held on September 23, 2021 have given consent to the formulation of Affle (India) Limited Employee Stock Option Scheme – 2021 for its Employees as defined under SEBI (Share Based Employee Benefits) Regulations, 2014 as amended from time to time;
- E) At the request of the Settlor, the Trustee has consented to act as the Trustee of these presents, as is testified by their executing these presents;
- F) Affle (India) Limited Employees' Welfare Trust shall be an IRREVOCABLE TRUST from the effective date of the trust deed.

NOW THIS DEED WITNESSETH THAT IN ORDER TO EFFECTUATE THE SETTLORS' DESIRE AND FOR DIVERSE GOOD AND LAWFUL CONSIDERATION THEREUNTO MOVING, THE SETTLOR DIRECT AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATION

In this Deed unless the context otherwise requires, the following expressions shall have the meanings assigned to them respectively hereunder viz.

- (a) "Applicable Law" means any law, rule, regulation, order, direction, guideline, advice, and/or notification issued by any Regulatory Agency in India / applicable Overseas Regulatory Agency where employees including whole-time directors of Affle and/or its holding and / or subsidiary companies covered under the Scheme may reside.



- (b) "Beneficiary" means a person including an employee admitted to the benefits of a Scheme and includes where the context so requires, heirs, executors and administrators of a deceased employee.
- (c) "Board" means the Board of Directors for the time being of Affle.
- (d) "Compensation Committee" means the Nomination & Remuneration Committee of Directors as nominated by the Board for administration and superintendence of the Scheme as per the provisions of SEBI (Share Based Employee Benefits) Regulations, 2014 and any further modifications thereto.
- (e) "Holding Company" means a holding Company as defined under the Companies Act, 2013.
- (f) "Regulatory Agency" means Government of India or of any State or any instrumentality of a Government, Municipal and other local authority and includes Reserve Bank of India, Securities and Exchange Board of India, Stock Exchange etc.
- (g) "Scheme" means Affle (India) Limited Employee Stock Option Scheme – 2021.
- (h) "Share" means an equity share of Affle.

(i) "Security" or "Securities" means a Share, bond, debenture or any other security including any ADRs, ADRs or GDRs issued by Affle.

(j) "Subsidiary" means a subsidiary as defined under the Companies Act, 2013.

(k) "Trust" means trust created by these presents under the name and style of Affle (India) Limited Employees' Welfare Trust and established under the provisions of Indian Trusts Act, 1882 including any statutory modification or re-enactment thereof.

(l) "Trust Fund" means the initial corpus and Trust Property of the Scheme referred to collectively.

(m) "Trust Property" means a part of the Initial Corpus allocated to a Scheme and all properties and assets pertaining to that Scheme.

2.0 CONSTITUTION OF THE TRUST

2.1 The name of the Trust shall be "Affle (India) Limited Employees' Welfare Trust" and the registered office of the Trust shall be situated at The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai – 400 028.

2.2 Object of the Trust: The Trust has been established by the Settlor with the object of implementing and administering the Scheme. The Trust shall be created for the following purposes to be undertaken in accordance with the terms of the Scheme and Applicable Law and subject to the instructions of the Committee from time to time:

(a) Hold the Trust Fund for the benefit of the Beneficiaries and administer the same;

(b) Subscribe to the shares for the benefit of the Beneficiaries;

(c) Hold the shares for the benefit of the Beneficiaries;

(d) To transfer all or any of the shares when directed by the Beneficiaries;

2.3 Settlement. The Settlor hereby settles upon the Trust a sum of Rs.10,000 (Rupees Ten Thousand only) as initial contribution towards the Trust. Such initial contribution shall be utilized only to meet the trust expenses and shall not be distributed to any Beneficiary. The Settlor shall provide such additional funds, as may be required, such that the Trust Fund is sufficient to meet the trust expenses.

3.0 SCHEME

3.1 The Board of Affle has framed the Scheme for the benefit of employees to participate in the stock ownership of the Company subject to the conditions mentioned in the Scheme, approval of Compensation Committee of Affle, and provisions of the Applicable Law. The Schemes so made hereunder shall form an integral part of the Trust hereby constituted and established.



3.2 The Scheme, inter alia, provides grant of stock options by Affle, from time to time to such employees of Affle, and/or its holding (if any, in future) and subsidiary companies as may be approved by the Nomination and Remuneration Committee of Affle. The grant of stock options to employees of its holding (if any, in future) and/or subsidiary companies shall be based upon recommendation of the Nomination and Remuneration Committee and / or the Board of Directors of the respective holding/subsidiary Company in this respect. The employee may exercise the stock options on payment of exercise price and apply to the Trust for shares of Affle, in terms of the Scheme. The Trust shall subscribe and/or purchase shares of Affle, from the initial corpus, loan to be provided by the companies and other trust funds held by the Trust from time to time for administering the Scheme. On realisation of the exercise price, the Trust shall transfer shares of Affle held by the Trust to the employee in terms of the Scheme.

3.3 Affle and its holding (if any, in future) and subsidiaries may from time to time provide loan, with or without interest, to the Trust to subscribe and / or purchase shares of Affle, for administering the Scheme for the benefit of employees of the respective Company.

4.0 ADMINISTRATION OF THE TRUST

4.1 The Trust shall be administered by the Trustee as set out hereunder:

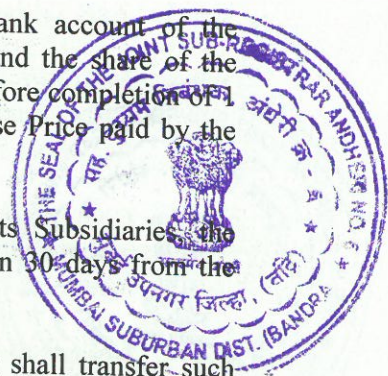
बदर-१७/		
१२९६	₹	३२
२०२१		

On exercise

- Once the Options are vested upon the Beneficiary (as defined in the Scheme) post completion/satisfaction of conditions as mentioned in the Scheme, as and when he desires to exercise the Options, the Beneficiary shall intimate the Trust of his intention to exercise the option under the Scheme by a letter of intimation as stated therein.
- Trust shall subscribe to the shares of Settlor on behalf of the Beneficiary as per his eligibility and in accordance with manner set out in this Deed.

Post allotment

- Trust to hold the shares for and on behalf of the Beneficiary, until it receives a letter from Beneficiary to sell such shares.
- Within 15 days from completion of 1 year from the date of allotment of shares, the Trust shall transfer such number of shares, as may be required. The proceeds from such transfer of shares shall be utilized for repayment of loan from the Settlor towards payment of Exercise Price of Options.
- Upon receipt of letter for transfer of shares, the Trust shall transfer the shares on the stock exchange within 15 days of receipt of letter. The Trust shall not make any off-market transfer of Shares, except as permitted under the SEBI (Share Based Employee Benefits) Regulations, 2014.
- The proceeds from such transfer of shares would be credited to the bank account of the Beneficiary after withholding necessary taxes under the Applicable Law and the share of the employee in the trust expense. Where the request for transfer of shares is before completion of 1 year from the date of allotment of shares, the Trust shall retain the Exercise Price paid by the Trust on the exercise of Options.
- Upon termination of employment of the employee with the Settlor or its Subsidiaries, the employee shall provide the details of the demat account to the Trust within 30 days from the termination of employment.
- Where the employee provides the details of the demat account, the Trust shall transfer such number of shares, as may be required, on the stock exchange. The proceeds from transfer of such shares shall be utilized for applicable taxes under the Applicable Law, the Exercise Price paid by the Trust on exercise of the Options, where the termination of employment is within 1 year from the date of allotment of shares to the Trust and the share of the employees in the trust expense as provided in Clause 12.2 of this Deed. The balance shares shall be transferred to the demat account of the Beneficiary in an off-market transfer as permitted under the SEBI (Share Based Employee Benefits) Regulations, 2015.
- Where the Beneficiary does not provide the details of the demat account within 30 days, the Trust shall transfer the shares on the stock exchange within 5 days from the completion of 30 days from the date of termination of employment.



- h) The proceeds from such transfer of shares would be credited to the bank account of the Beneficiary after withholding necessary taxes under the Applicable Law, retaining the Exercise Price paid by the Trust on exercise of the Options and the share of the employees in the trust expense.
- 4.2 Loan from the Settlor - The Settlor has agreed to provide loan to the Trust as may be required by the Trust from time to time for exercise of options by the Beneficiaries equivalent to an amount of Exercise Price as determined under the Scheme or to meet any trust expenses, as required.
- 4.3 To repay the loan provided for exercise of options, the Trust shall transfer such number of shares, as may be required, within 15 days from completion of 1 year from the date of allotment of shares to the Trust. The proceeds from such transfer of shares shall be utilized for repayment of loan.

5.0 BENEFICIARY

5.1 Each Beneficiary shall become a holder of Beneficial Interests in the Trust Fund, except the Settlor Contribution.

5.2 Beneficial Interest shall be the specific, identifiable and determinate interest of Beneficiary in the Trust and more particularly ascertainable in the manner provided in the definition. The Trustee shall maintain separate accounts or other necessary documents as may be required in respect of each Beneficiary to track their entitlements, such that the Beneficiary and their Beneficial Interests are determinate at all points in time.

5.3 Except as provided in this Deed, no Beneficiary shall be entitled to claim any right or interest in the Trust or claim a specific part or share of the Trust Fund.

5.4 Other than exercising their rights and powers specifically provided for in this Deed, the Beneficiary shall have no part in the management or control of the Trust and shall have no authority or right to act on behalf of the Trust in connection with any matter.

5.5 A Beneficiary shall only be entitled to benefits under the Trust so long as the Beneficiary continues to be an employee holding a salaried office or employment with the Settlor or its Subsidiaries or such other conditions as may be provided in the Scheme. Upon termination of the employment of the employee with the Settlor or its Subsidiaries, the Trust shall transfer the corresponding shares held for the benefit of such employee as provided this Deed.

5.6 Provided that nothing contained in this Deed shall be deemed to restrict in any way the right of the Settlor to terminate the office or employment of a Beneficiary and no expression of intention on the part of the Settlor herein contained shall create for the benefit of a Beneficiary any legal obligations or impose any liability on the Settlor.

5.7 Beneficiary of Settlor Contribution shall be entitled to benefits under Trust, only upon termination of the Trust in the manner provided in Clause 24 of this Deed.

6. TRUSTEE

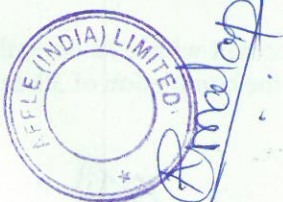
6.1 Axis Trustee Services Limited shall be the Trustee of the Trust.

6.2 Meetings of the Board: The Board of the Trust shall meet for dispatch of business as and when required and / or necessary and as may be decided by the Board. All meetings of the Board shall be held at such place and at such time as may be decided by the Board, from time to time.

6.3 Convening of meeting: A meeting of the Board shall be convened by the Trustee or any officer authorized by the Board and the Trustee shall appoint a chairman amongst themselves to chair the meeting.

6.4 Notice of meeting: Notice of every meeting of the Board shall be delivered or sent by post, hand delivery or email to each of member of the Board of the Trust at least three clear days prior to the meeting. Non-receipt of notice shall not invalidate the proceedings of a meeting of the Board, as the case may be.

6.5 Quorum: The quorum for a meeting of the Board in case of individuals shall be the higher of 1/3rd of the total Trustees or two and in case of corporate Trustee, the quorum shall be one Trustee, as the case may be, present at the meeting.



- 6.6 Decision by majority: Save as elsewhere in this Deed provided to the contrary, all questions which arise at any meeting of the Board shall be decided by majority of votes of the Trustees present at the meeting and in case of equality of votes, the chairman shall cast his casting vote.
- 6.7 Resolution: A resolution in writing circulated among all the Trustee and approved and signed by a majority or as the case may be, all of them shall be as valid and effectual as if it has been passed at a meeting of the Trustee duly called and convened.
- 6.8 Procedure for conduct of meetings: Save and except as provided herein, the Board shall regulate the proceedings and conduct of its meetings as the Board deems fit.
- 6.9 Minutes of meeting: The Trustee shall cause proper minutes of every meeting of the Trustee thereof to be kept and entered in a book kept for the purpose and such minutes if purported to be signed by the chairman of the meeting or next succeeding meeting shall be prima facie evidence of the matters recorded therein.
- 6.10 Bona Fide acts valid: All acts done bona fide by the Trustee thereof shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of any of the Trustees, acting as aforesaid or they or any of them were disqualified from acting or their office had become vacant, be as valid as if such Trustee or Trustees had been duly appointed and were qualified to act.

7.0 DIRECTIONS AS TO THE TRUST PROPERTY

- 7.1 Without prejudice to the generality of the provisions of the Trust Deed, any Trust Property comprising the Trust Fund shall be held by Trustee upon the Trust for the Beneficiaries or a class of beneficiaries under a Scheme by and upon the terms and conditions including holding, disposal and distribution of the Trust Property in respect of which the Scheme shall have been made as provided in that Scheme.

8.0 DEALING OF SECURITIES

- 8.1 In the event the Trustee is possessed of equity shares or such other securities of Affle, under the Scheme, the Trustee may deal with the same for the benefit of Beneficiaries as indicated under that Scheme.

9.0 DEPOSIT OF SURPLUS MONIES

- 9.1 Any monies at any time held by the Trustee and not immediately required for the purposes of his Deed shall be placed on deposit with or lent to any bank or any other person with or without Security and carrying no interest or such interest as shall be provided in the Scheme, and in the absence of any provisions therefor in any Scheme, on such terms as the Trustee may consider appropriate.

10.0 APPLICATION BY TRUSTEE

- 10.1 The Trustee shall acquire in their own name on behalf of the Trust one or more securities for the Beneficiaries and hold the same upon the Trust herein contained and as per the provisions of the Scheme made by Affle, the securities of which are to be so acquired.

11.0 POWER OF AFFLE

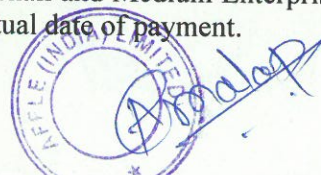
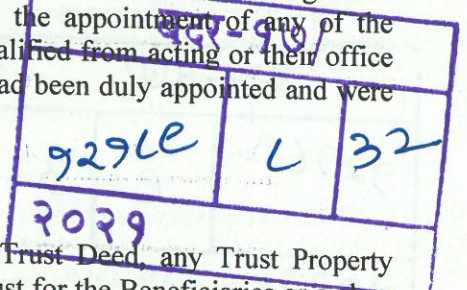
- 11.1 Affle may at any time by resolution of its Board of Directors make, suspend, extend or alter the terms of its Scheme in any respect as it thinks fit.

12.0 ADMINISTRATION OF TRUST

- 12.1 Records: The Trustee shall keep and maintain true and complete records of the eligible Beneficiary, distributions made to such eligible Beneficiary and other matters with respect to the operation and execution of the Trust and application of the Trust Fund.

Fee: The Trustee shall be paid the fee as per Fee Letter Ref No. ATSL/CO/2021-2022/273 dated October 6, 2021 issued by the Trustee plus applicable service tax to the Trustee.

In case of Trustee is not paid the fee, the Trustee shall be paid an interest on the overdue amounts at the rate as applicable under the under the Micro, Small and Medium Enterprises Development Act, 2006, as amended from time to time, until the actual date of payment.



12.2 Expenses: All Trust expenses shall be paid out of the Trust Property determined by the Trustee to be available for such purpose. The Trustee shall be paid out or reimbursed out of the Trust Fund the following expenses:

- a) all expenses incurred in the execution of the Trust and for the realization, preservation or benefit of the investments and assets comprising the Trust Fund and for the protection of the interests of the Beneficiary;
- b) all legal expenses in connection with any legal proceedings by or against the Trust or concerning the affairs of the Trust including professional fees of any legal adviser;
- c) all legal and statutory expenses incurred in the operation or execution of the Trust including all duties and other levies or charges;
- d) audit, accounting, tax preparation, legal, book-keeping, professional, consulting and other third-party fees and expenses;
- e) fees incurred in connection with the maintenance of agents or administrators or bank or custodian accounts;
- f) all expenses for acquisition or subscription to the shares, to be held by the Trust on behalf of the Beneficiary; and

g) all expenses for transfer of shares and other filings to be performed under the Applicable Law.

12.3 The expenses of the Trust will be borne as below:

2029 a) All initial expenses in relation to formation and one-time registration of the trust will be borne by the Settlor.

- b) Any expense in relation to operations of the Trust like audit fees, statutory filings will be borne by the Trust and determined by the Trustee from time to time.
- c) Any expense which is incurred in relation to holding or transfer of shares on maintenance or trading of the account shall be borne by the Beneficiaries in the ratio of Beneficial Interest as determined at the end of the relevant financial year in which such expense has been incurred.
- d) Any expense which is incurred in relation to remittance of funds as requested by the employee shall be borne by the employee who has requested such transfer of shares.
- e) The expenses to be borne by the employees shall be adjusted from the amount to be remitted to the employees, as provided in this Deed.

12.4 Tax liability: The tax liability arising on account of vesting or exercise of Options and transfer of shares shall be of the Beneficiary only.

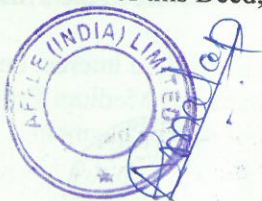
13.0 ACCOUNTS AND RECORDS

13.1 The Trustee shall make arrangements with Affle whereby Affle will on behalf of the Trustee prepare and keep all necessary accounts and records including the accounts of all records, transfers and other documents of each of its respective beneficiaries in connection with the trusts of this Deed and generally carry out all administrative work in connection therewith.

14.0 COVENANTS BY AFFLE

14.1 Affle hereby covenants with the Trustee that it shall:

- a) fully and accurately prepare and keep the accounts, records, transfers and documents and carry out the work mentioned in the last preceding Clause hereof and will make available to the Trustee full facilities and information to ensure that full compliance is made with the provisions of the trusts of this Deed;
- b) it will supply to the Trustee all such information as the Trustee may reasonably require for the purposes of the trusts of this Deed;



- c) shall pay all costs and expenses whatsoever in administering the trusts of this Deed in respect of its Scheme; and
- d) indemnify the Trustee and keep them indemnified against all claims and demands whatsoever that may arise out of or in connection with the trusts of this Deed in respect of its Scheme provided that the Trustee shall always have a right to be indemnified out of Trust assets to extent the Trustee is not indemnified.

15.0 TRUSTEE TO CARRY OUT DIRECTIONS

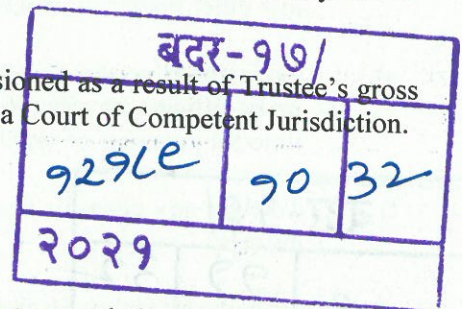
- 15.1 The Trustee shall comply with and carry out all such directions as may be given to them by Compensation Committee of Affle, from time to time in relation to and matter with respect to which Affle has power under this Trust Deed or under a Scheme made by it to direct, determine or decide. Every such direction or decision shall be notified to the Trustee in writing signed by any of the Directors or other person or persons authorized in this behalf by Affle, and any such notification as aforesaid shall be a complete protection to the Trustee in respect of any matter therein referred to.

The Trustee shall be liable only for losses and liabilities occasioned as a result of Trustee's gross negligence, willful default and fraud as may be determined by a Court of Competent Jurisdiction.

16.0 POWERS/DUTIES OF TRUSTEE

- 16.1 The Trustee shall have the following powers and directions:

- a) Full power and discretion to agree with the companies on all matters relating to the operation and administration of the trusts of this Deed and no person claiming any interest under such trusts shall be entitled to question the legality and correctness of any arrangement or agreement made between the companies and the Trustee in relation to such operation and administration.
- b) The Trustee in whose name any securities are at any time registered shall, appoint an attorney or attorneys for the purpose of executing for them or on their behalf any transfers of any such security for the purposes of the trusts of this Deed 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 their behalf;
- d) To appoint, suspend, punish or dismiss the salaried employees of the Trust;
- e) To provide for benefits for the salaried employees of the Trust, if deemed necessary;
- f) To hear and deal with complaints pertaining to the affairs of the Trust;
- g) To hold and administer the properties and monies 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 open accounts with any bank and to pay money into and draw money from any such accounts from time to time as they may deem fit and to appoint a person or persons to operate all such accounts;
- i) To acquire Securities of Affle (by subscription or otherwise);
- j) To accept contribution from any person for the purposes of the Trust;
- k) 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;
- l) To make, vary or rescind rules and orders, if any, for the administration of the objects of the Trust in accordance with the Applicable Law 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;
- m) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Trust any property belonging to the Trust or in which it is interested or for any other purpose and to accept and do all such acts and things as may be requisite in relation to any such trust;



Amal

Datil

- n) To borrow or raise money by way of loan, deposit or otherwise for the purpose of the Trust for any Scheme and on such terms and conditions including as to with or without interest and with or without security as the Trustee may consider appropriate;
- o) To mortgage, charge, pledge or otherwise encumber any property to or in favour of any person as security for loan availed for the Trust or guarantees or any other obligation assumed by the Trust;
- p) 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 Trustee may from time to time think fit;
- q) 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 Trustee may consider expedient for or in relation to any of the objects or otherwise for the purposes of the Trust;
- r) To authorize any person or persons, to sign and execute all contracts, agreements, documents, instruments, deeds and papers whatsoever relating to the administration and affairs of the Trust or any other matter in which the Trust is interested;
- s) To institute, conduct, defend, compound or abandon any legal proceedings 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;

t) बदर १७८	To refer any claim or demand by or against the Trust to arbitration and observe and perform the awards;
92966	99 32 To make all payments from the trust fund for carrying out the objects of the Trust;
2029	v) 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

- w) Generally, to delegate the powers and authority vested in the Trustee to any person, firm, Company or fluctuating body of persons.
- x) The Trustee shall act in the interest of employees who are beneficiaries of the Trust and subject to provisions of the SEBI (Share Based Employee Benefits) Regulations, 2014, it shall not act in any manner or include any provisions in the trust deed that will be detrimental to the interest of the beneficiaries.
- y) The Trustee shall not exercise voting power in respect of shares held by the Trust

16.2 Powers and authorities set out hereinabove may be exercised jointly by any two authorised representatives of the Trustee appointed vide resolution of the Board of Directors of the Trustee. The Trustee may by a resolution as aforesaid, authorize its authorized representatives to exercise such powers and authorities as may be required for its day to day management, administration and affairs of the Trust and without prejudice to the generality and in particular the Trustee may authorize them to sign, execute and deliver any deeds, documents, writings and pleading in the Court of law, to engage any lawyer or counsel, professional advisors and any expertise required for the administration of the Trust and such other powers and authorities as may be considered appropriate from time to time.

17.0 LIABILITY OF TRUSTEE

17.1 The Trustee shall be chargeable only for such properties, monies and securities as it shall respectively actually receive notwithstanding its respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their its respective acts, receipts, neglects or defaults and not for those of any banker, broker, auctioneer or other person with whom or into whose hands any Trust Property, monies or securities may be deposited or kept nor for the insufficiency or deficiency of any securities nor for any other loss unless the same shall happen through their own willful default respectively and the Trustee may reimburse itself or pay and discharge out of the Trust Fund all costs, charges and expenses incurred in or about the execution of the Trust or powers of these presents. The Trustee shall not be liable to risk its own funds or otherwise incur any personal financial liability unless the Trustee is indemnified to its satisfaction.

18.0 AUDIT OF THE TRUST

18.1 The Trustee shall cause to be kept minutes of their proceedings and decisions and proper records and accounts and shall submit their accounts to annual or more frequent audits by some auditor nominated in that behalf by Affle, and as soon as and conveniently as may be, after each such audit deliver copies of the audited accounts to Affle.

19.0 PROFESSIONAL CHARGES OF TRUSTEE

19.1 Any authorized representative, appointed for the purpose of acting on behalf of the Trustee under this Deed, being a solicitor, advocate, accountant, broker 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 any such authorized representative not being in any profession or business could have done personally.

20.0 TERM OF APPOINTMENT OF TRUSTEE

20.1 Trustee shall hold office, unless he ceases to hold the same either by his resignation, removal by the Settlor or determination of the office by virtue of the provisions of the trust deed.

21.0 APPOINTMENT OF TRUSTEE

21.1 If the Trustee hereby appointed or any future Trustee shall become bankrupt or insolvent or desire to be discharged or refuse or become unfit or incapable to act, then, and in every such case, it shall be lawful for the Settlor to appoint a new Trustee in place of the Trustee so becoming bankrupt or insolvent or desiring to be discharged or refusing or becoming unfit or incapable to act, or retiring and upon every such appointment the Trust Fund shall (if and so far as the nature of the funds or other circumstances shall require or admit) be transferred so that the same shall be vested in the Trustee for the time being.

22.0 REMOVAL OF TRUSTEE

22.1 The Settlor may at any time by resolution of the Board:

- remove the office of Trustee;
- accept the resignation of the Trustee; and
- appoint new Trustee.

22.2 A Trustee appointed for a specified period shall automatically vacate office at the end of such period unless appointed for a further period before the said date of vacation.

23.0 EXCLUSION OF TRUSTS UNTIL MONIES PAID

23.1 Notwithstanding anything to the contrary herein expressed or implied nothing herein shall confer on the Trustee any right to any payment or create any trusts in regard to any monies intended to be paid to the Trustee unless and until the same shall have been actually so paid or credited as so paid.

24.0 TERMINATION AND DISSOLUTION

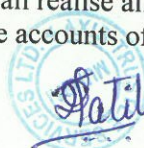
24.1 Termination of Trust

The Trust shall terminate where:

- Beneficiaries holding at least 90% of the Beneficial Interest in the Trust, with the consent of Settlor, instruct the Trustees to terminate the Trust.
- Trustee determines that it is in the best interests of the Beneficiaries, because of such factors as the location of the Beneficiaries, taxation, investment, political conditions, anonymity, the cost of continuing to maintain the Trust or for any other reason, the Trustee may, after consultation with the Settlers, terminate the Trust.
- All shares held for the benefit of the Beneficiaries are transferred by the Trust such that the Trust does not hold any shares.

24.2 On the termination of the Trust, the Trustees shall realise all assets comprising the Trust Fund as on the date of such termination and make up the accounts of the Trust.

बदर-१७/		
१२१६	१२	३२
२०२१		



24.3 Upon termination of the Trust, the Trust Fund shall be distributed or used as follows and in the following order of priority, subject to Applicable Law:

- a) First, for the payment of the debts and liabilities of the Trust, including any expenses of the liquidation;
- b) Second, for the setting up of any reserves which the Trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations, including but not limited to any tax claim liabilities of the Trust; and
- c) Settlor Contribution shall be transferred to the Beneficiary of Settlor Contribution and balance Trust Fund shall be distributed amongst the Beneficiaries in the ratio of their Beneficial Interest.

बदर-१७/	
१२१६८	25.0
25.1	NOTICES १३ ३२
२०२९	

All notices or communications required to be given by a Party to any other party by virtue of this Deed shall be in writing to that other Party/ies at its / their respective addresses as informed from time to time.

26.0 AMENDMENT IN TRUST DEED

- 26.1 Any changes in the Applicable Law affecting the Scheme and / or the Trust shall be deemed to be incorporated in the Deed.
- 26.2 The Trust Deed may be amended from time to time with consent of all the parties hereto and by executing suitable deed in writing. The Amendment should be in conformity with the prevailing Applicable Law.

27. CONFIDENTIALITY

The Trustees shall ensure that all officers, employees and agents of the Trust keep confidential all transactions respecting the Trust and the state of affairs of the Trust; no Beneficiary shall be entitled to inspect or examine the Trust Fund or investments comprising the Trust Fund without the permission of the Board or to require discovery of any information relating to the Trust, which in the opinion of the Board, will be inexpedient in the interests of the Trust to disclose; and every office, employee or agent employed in or about the execution of the Trust shall, if so required by the Trustees, before entering upon his/its duties sign a declaration pledging himself /itself to keep confidential all matters relating to the Trust and the state of its accounts and not to reveal any such matters which may come to his knowledge in the discharge of his duties except where required to do so by any Court or in compliance with any law or by the Trustees.






28. ARBITRATION AND DISPUTE RESOLUTION

Any disputes in connection with, relating to or arising out of this Deed shall be referred to and finally resolved by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of the arbitration shall be New Delhi.

Any arbitration award that is made pursuant to an arbitration proceeding under this Clause shall be made in writing and shall be final and binding on the parties from the day it is made. The parties undertake to carry out the award without any delay.



IN WITNESS WHEREOF THE SETTLOR AND THE TRUSTEE HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

<p>Signed & delivered by Ms. Akshata Patil Malap, Senior Manager – Client Success, India on behalf of Affle (India) Limited, (Settlor) For Affle (India) Limited</p> <p><i>Akshata Patil</i></p> <p>Authorized Signatory</p>	 
<p>Signed & delivered by the within Trustee</p> <p>AXIS TRUSTEE SERVICES LTD.</p> <p>ASSISTANT MANAGER –</p> <p>MS. JAGRUTI PATIL</p> 	 

Witness:-

1) Bhagyashree Balkrishna Malap
Bbmalap

2) Babasaheb M. Pawar - *[Signature]*

बदर-१७/		
१२९६	१४	३२
२०२१		



बंदर-१७/		
१२९६	१५	३२
२०२९		



513/12189

गुरुवार, 28 ऑक्टोबर 2021 4:24 म.नं.

दस्त गोपवारा भाग-1

बदर 17

दस्त क्रमांक: 12189/2021

दस्त क्रमांक: बदर 17 /12189/2021

बाजार मूल्य: रु. 00/-

मोबदला: रु. 10,000/-

भरलेले मुद्रांक शुल्क: रु. 500/-

नोंदणी फी माफी अमल्यास तपशिल :-

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

दु. नि. सह. दु. नि. बदर 17 यांचे कार्यालयात

पावती: 12852

पावती दिनांक: 28/10/2021

अ. क्र. 12189 वर दि. 28-10-2021

मादरकरणाराचे नाव: सेटलर- अफफले (इंडिया) लिमिटेड च्या सिनियर
मॅनेजर अक्षता पाटील मालप - -

रोजी 4:18 म.नं. वा. हजर केला.

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 640.00

पृष्ठांची संख्या: 32

एकूण: 1640.00

दस्त हजर करणाऱ्याची सही:

सह. दु. नि. का. अंधेरी-6
सह. दुय्यम निबंधक, अंधेरी - 6
मुंबई उपनगर जिल्हा.

दस्ताचा प्रकार: ट्रस्ट

मुद्रांक शुल्क: (25-3) जंगण मालमत्तेच्या बाबतीत असेल तर

शिक्का क्र. 1 28 / 10 / 2021 04 : 18 : 56 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 28 / 10 / 2021 04 : 22 : 58 PM ची वेळ: (फी)

सह. दु. नि. का. अंधेरी-6
सह. दुय्यम निबंधक, अंधेरी - 6
मुंबई उपनगर जिल्हा.

प्रतिज्ञापत्र

सदर दस्तावेज हा नोंदणी क्रमांक ११०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस
दाखल केलेला आहे. दस्तातील मजकूर, निष्पादक व्यक्ती, साक्षीदार व
सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता वैधता
कायदेशीर बाबीसाठी दस्त निष्पादक व कर्तुसीधारक जे संपुर्णपणे जबाबदार राहतील.

Amalap

Patil

लिहून देणारे (दिनांकासहीत स्वाक्षरी)

लिहून घेणारे (दिनांकासहीत स्वाक्षरी)

बदर-१७/		
१२१६६	३१	३२
२०२१		

प्रमाणित करणेत येते की, या
दस्तामध्ये एकूण...३२...पाने आहेतसह. दुय्यम निबंधक, अंधेरी क्र. 6
मुंबई उपनगर जिल्हा

28/10/2021 4 31:16 PM




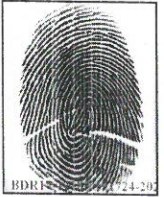
दस्ता क्रमांक :बदर17/12189/2021

दस्ताचा प्रकार :-ट्रस्ट

बदर-१७/		
दस्त गोपवारा भाग-२		
१२९६	३२	३२
२०२१		

बदर17





दस्त क्रमांक:12189/2021

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:सेटलर- अफफले (इंडिया) लिमिटेड च्या सिनियर मॅनेजर अक्षता पाटील मालप -- पत्ता:फ्लॉट नं: 102, माळा नं: -, इमारतीचे नाव: वेलिंग्टन बिझनेस पार्क 1, ब्लॉक नं: मरोळ अंधेरी इस्ट मुंबई 400059, रोड नं: अंधेरी कुर्ला रोड, महाराष्ट्र, MUMBAI. पिन नंबर:AABCT4713F	लिहून देणार वय :-36 स्वाक्षरी: <i>A-malap</i>		
2	नाव:ट्रस्टी- अॅक्सीम ट्रस्टी सर्विसेस लिमिटेड चे असिस्टंट मॅनेजर जागृती पाटील पत्ता:फ्लॉट नं: -, माळा नं: -, इमारतीचे नाव: अॅक्सीम हाउस बॉम्बे डार्टिंग कंपाउंड, ब्लॉक नं: वरळी मुंबई 400025, रोड नं: पांडुरंग बुधकर मार्ग, महाराष्ट्र, मुंबई. पिन नंबर:AAHCA3172B	लिहून देणार क्र. 2 वय :-29 स्वाक्षरी:- <i>Patil</i>		

वरील दस्तऐवज करून देणार तथाकथित ट्रस्ट चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:28 / 10 / 2021 04 : 27 : 22 PM

ओळख:-

खासिल इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:भार्यश्री मालप -- वय:66 पत्ता:फ्लॉट नं: 102, माळा नं: -, इमारतीचे नाव: वेलिंग्टन बिझनेस पार्क 1, ब्लॉक नं: मरोळ अंधेरी इस्ट मुंबई 400058, रोड नं: अंधेरी कुर्ला रोड पिन कोड:400059	स्वाक्षरी <i>Bmalap</i>		
2	नाव:बाबासो पवार -- वय:41 पत्ता:फ्लॉट नं: 102, माळा नं: -, इमारतीचे नाव: वेलिंग्टन बिझनेस पार्क 1, ब्लॉक नं: मरोळ अंधेरी इस्ट मुंबई 400058, रोड नं: अंधेरी कुर्ला रोड पिन कोड:400059	स्वाक्षरी <i>Pawar</i>		

शिक्का क्र.4 ची वेळ:28 / 10 / 2021 04 : 30 : 24 PM

सह: दुय्यम निबंधक, अंधेरी - ६
मुंबई उपनगर जिल्हा.

Payment Details.

Sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	AFFLE INDIA LTD	eChallan	02202292021102805759	MH008142235202122E	500.00	SD	0003847983202122	28/10/2021
2	AFFLE INDIA LTD	eChallan		MH008142235202122E	1000	RF	0003847983202122	28/10/2021
3		DHC		2810202111454	640	RF	2810202111454D	28/10/2021

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

बदर-१७/- १२९६ /२०२१
पुस्तक क्र. १. क्रमांक १२९६... वर
नोंदला.
दिनांक २८... माहे. स्याक्टोबर २०२१

- Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning
 - Get print immediately after registration
- For feedback, please write to us at feedback.isarita@gmail.com



दुय्यम निबंधक, अंधेरी क्र. ६,
मुंबई उपनगर जिल्हा