

To,

National Stock Exchange of India Ltd. **Listing Department**

"Exchange Plaza", C-1, Block G, Bandra Kurla Complex, Bandra (E) Mumbai - 400 051

Company code: TECHERA

November 20, 2025

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

Dear Sir/ Madam,

As required under Regulation 3 (3) of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, please find enclosed duly executed Trust Deed namely TechEra ESOP Trust ("ESOP Trust"), set up by the Company for administering and implementing the TechEra Employee Stock Option Policy 2025.

We request you to take this on record.

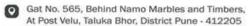
Thanking you, Yours faithfully, For TECHERA ENGINEERING (INDIA) LIMITED

Pratiksha Kumbhare **Company Secretary and Compliance Officer** Encl. As above

TechEra Engineering (India) Limited

(Formerly known as TechEra Engineering India Pvt Ltd)

CIN - L29100PN2018PLC179327















Receipt (pavti)

453/33421

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

Wednesday, November 19,2025

3:08 PM

पावती क्रं.: 23040

दिनांक: 19/11/2025

गावाचे नाव: वेळु

दस्तऐवजाचा अनुक्रमांक: मलस२-33421-2025

दस्तऐवजाचा प्रकार : **विश्र्वस्तलेख**

सादर करणाऱ्याचे नाव: टेकएरा इंजीअरिंग (इंडिया) लिमीटेड तर्फे अधिकृत प्रतिनिधी संचालक श्री. निमेश रमेशचंद्र देसाई

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 38

र. 500.00

रु. 1520.00

₹. 2020.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 3:27 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.0 /-मोबदला रु.10000/-भरलेले मुद्रांक शुल्क : रु: 1500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1520/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1125186213355 दिनांक: 19/11/2025

बॅकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011884538202526U दिनांक: 19/11/2025

बॅकेचे नाव व पत्ताः

नोंद्णी की माफी असल्यास तपशिल :-

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

2

19/11/2025

सुची क्र.2

दुय्यम निबंधक : सह दु.नि. मुळशी-२

दस्त क्रमांक: 33421/2025

नोदंणी : Regn:63m

गावः वेळु तालुकाः भोर जिल्हाः पुणे

(1)विलेखाचा प्रकार

विश्वस्तलेख

(2)मोबदला

10000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) 0

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:पुणे इतर वर्णन :, इतर माहिती: दस्तात नमूद केल्याप्रमाणे((Survey Number : 1;))

(5) क्षेत्रफळ

1) 0.0 चौ.फुट

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1): नाव:-टेकएरा इंजीअरिंग (इंडिया) लिमीटेड तर्फे अधिकृत प्रतिनिधी संचालक श्री. निमेश रमेशचंद्र देसाई वय:-; पत्ता:-प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: 0, ब्लॉक नं: 0, रोड नं: गट नं. 565, नमो मार्बल आणि टिंबर्स च्या मागे, मु. पोस्ट वेळू, तालुका भोर, जिल्हा पुणे, महाराष्ट्र, पुणे. पिन कोड:-412205 पॅन नं:-AAGCT9555J 2): नाव:-राजेश भास्कर मंडलिक वय:-57; पत्ता:-प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: 0, ब्लॉक नं: 0, रोड नं: 13 बी, अमर आशियाना, त्याया टोपे सोसायटी मागे, वानवडी, महाराष्ट्र, पुणे. पिन कोड:-411040 पॅन नं:- AAXPM9926C

3): नाव:-नंदकुमार वसंतराव खटावकर वय:-61; पत्ता:-प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: 0, ब्लॉक नं: 0, रोड नं: ए 1102, सन सॅटेलाईट, सन सिटी रोड, आनंद नगर, वडगाव बीके, पुणे, महाराष्ट्र, पुणे. पिन कोड:-411051 पॅन नं:-ABTPK0215H

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

(9) दस्तऐवज करुन दिल्याचा दिनांक

19/11/2025

(10)दस्त नोंदणी केल्याचा दिनांक

19/11/2025

(11)अनुक्रमांक,खंड व पृष्ठ

33421/2025

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1500

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

500

क्रेणी - १. मुख्यी

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

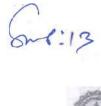


Payment Details

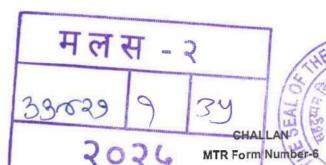
sr	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used	Deface Number	Deface Date
1	TECHERA ENGINEERING (INDIA) LIMITED Through Nimesh Rameshchandra Desai	eChallan	00040572025111997921	MH011909612202526U	500.00	SD	0006809617202526	
2	TECHERA ENGINEERING (INDIA) LIMITED Through Nimesh Rameshchandra Desai	eChallan	00040572025111877844	MH011884538202526U	1000.00	SD	0006809603202526	19/11/2025
3		DHC	Legitro	1125186213355	1520	RF	1125186213355D	19/11/2025
4	TECHERA ENGINEERING (INDIA) LIMITED Through Nimesh Rameshchandra Desai	eChallan		MH011884538202526U	500	RF	0006809603202526	19/11/2025

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











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Department Inspector General Of Registration	Payer Details									
Stamp Duty and Registration Fee tog	TAX ID / TA	N (If Any)								
Type of Payment	PAN No.(If A	No.(If Applicable) AAGCT9555J								
Office Name BHO_BHOR SUB REGISTRAR			TECHERA ENGINEERING (INDIA) LIMITED							
Location PUNE			Through Nimes	h Rames	hcha	ndra De	esai			
Year 2025-2026 One Time	Flat/Block N	lo.	Gat No. 565, B	ehind Na	mo M	arble	-			
Account Head Details	Amount In Rs.	Premises/B	uilding							
0030046401 Stamp Duty	500.00	Road/Street at Post Velu, Tal. Bhor								
		Area/Locality		Pune						
		Town/City/I	District							
		PIN			4	1	2	2	0	5
		Remarks (If	Any)							
		SecondPartyName=Rajesh Bhaskar Mandlik~								
				109						
		Amount In	Five Hur	ndred Rupees O	nly					
Total	500.00	Words								
Payment Details STATE BANK OF INDIA	FOR USE IN RECEIVING BANK									
Cheque-DD Details	Bank CIN	Ref. No.	00040572025111997921 CPAFXGRHI8				8			
Cheque/DD No.		Bank Date	RBI Date	19/11/2025-0	9:24:42	N	lot Veri	fied v	vith R	≀BI
Name of Bank		Bank-Branc	h	STATE BANK	COF IND	IA				
Name of Branch	Scroll No.,	o. , Date Not Verified with Scroll								

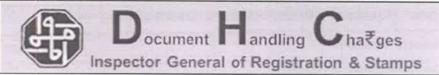
Department ID : Mobile No. : 9850500 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तांसाठी लागु आहे , नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .





GRN MH011884538202526U	BARCODE IIIIII	O NO O PROMETO DE LA COMPANSIÓN DE S	E REAL PROPERTY OF THE PERSON A	IIII Dat	te 18/11/2025-16:	13:55 F	orm II)	25.2	×.
Department Inspector General C	Payer Details									
Stamp Duty and	TAX ID / TAN (If Any)									
Type of Payment	PAN No.(If Applicable) AAGCT9555J									
Office Name BHO_BHOR SUB R	Full Name		TECHERA ENGINEERING (INDIA) LIMITED					/ITED		
Location PUNE			Through Nimesh F	Ramesh	chandr	a Des	ai			
Year 2025-2026 One Time				Flat/Block No. Gat No. 565, Behind Namo Marble					-	
Account Head Det	ails	Amount In Rs.	Premises/I	Building						
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			SecondPartyName=Rajesh Bhaskar Mandlik~							
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Total		1,500.00	Words							
Payment Details STAT	FOR USE IN RECEIVING BANK									
Cheque-l	Bank CIN	Ref. No.	00040572025111	877844	CPA	XFLJ	N3			
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Name of Bank		Bank-Branc	STATE BANK OF INDIA							
Name of Branch			Scroll No.,	Date	e Not Verified with Scroll					

Department ID : Mobile No. : 9850500441 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुरयम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.



Receipt of Document Handling Charges

PRN:

1125186213355

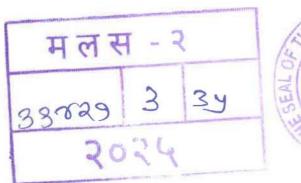
Payment Date:

18/11/2025

Received from Techera Engineering India Limited, Mobile number 9850500441, an amount of Rs.1520/-, towards Document Handling Charges for the iSarita 1.9 in the Joint District Registrar office JDR Pune Gramin of the District Pune.

	Paymen	t Details	
Bank Name :	SBIN	Receipt Date :	18/11/2025
Bank CIN:	10029762025111812912	REF No. :	8473946962418

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







महाराष्ट्र MAHARASHTRA

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FA 839223

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ज़ूया कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांना त्याच कारणासाठी मुद्रांक खरेदी केल्यापासन ६ महिन्यात वापरणे प्रिचिकारक आहे.	वर्ष	रह का	Alusta State	-
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरपूरिभीनीकारक आहे. अनु. क्र. 360 हि. 4. NO	6			
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क्रस्त नोंदणी करणार आहेत का? होय/नाही.				
मिळकतीचे वर्णनः		31	OCT 2025	
मुंद्रांक विकत घेणाऱ्याचे नाव:: Techesa EnginePoing (India) U	1		7/	
पता: Velu Bhos pune	*			
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हस्ते व्यक्तीचे नावः A.M.t Tambat	कोषा	गार	ंक श्लिपीक पुणे करिता	
सौ. मंगल अरुण नेवसे इदांक विकत घेणाऱ्याची स्ही स्टॅम्प टहेंडर		-	3.1(3.1.2(11)	
बुद्रांक विकत घेणाऱ्याची स्ही स्टॅम्प व्हेंडर				
परवाना क. २२०११०१				

शॉप नं. २२, वंडर सिटी, कात्रज, पुणे

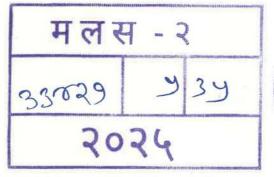
मलस - २ 3 30029 THIS DEED OF TRUST is executed in Punch this 19 day of . November 20.

B Date")

Month

Ball

Allend





BY AND AMONGST

1. TECHERA ENGINEERING (INDIA) LIMITED, a company limited by shares registered under the provisions of the Indian Companies Act prevailing at the time of incorporation, having corporate identification number L29100PN2018PLC179327 with its registered office address at Gat No. 565, Behind Namo Marble & Timbers at Post Velu, Tal. Bhor, Pune, Maharashtra, India, 412205, India, acting through its authorized representatives Mr. Nimesh Rameshchandra Desai and/or Mr. Meet Nimesh Desai duly authorized vide resolution of its Board dated 3rd September, 2025 (hereinafter referred to as "Settlor" or "Company" which expression shall, unless be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

AND

2. Mr. Rajesh Bhaskar Mandlik (PAN AAXPM9926C), Age 57 years, residing at 13-B, Amar Ashiyana, Behind Tatya Tope Society, Wanwadi, Pune, Maharashtra 411040.

AND

3. Mr. Nandkumar Vasantrao Khatavkar (PAN ABTPK0215H), Age 61 years, residing at A-1101, Sun Satellite, Sun City Road, Anandnagar, Wadgaon (BK), Pune Maharashtra 411051.

(hereinafter collectively referred to as "the Trustees" which expression unless, repugnant to the context or meaning thereof, shall include its successors) of the Other Part. The Settlor and the Trustees shall hereinafter jointly be referred to as the "Parties" and severally as a "Party" as the context may permit.

WHEREAS:

- A. The Settlor is a public limited company whose Equity Shares are listed on the National Stock Exchange of India;
- B. The Settlor is desirous of establishing an irrevocable trust, as authorised by its Board vide resolution dated 3rd September 2025, under the provisions of the Indian Trusts Act, 1882 through this Deed in the name of "TechEra ESOP Trust", for implementing a share-based compensation scheme for the employees of the Company and its subsidiaries, in accordance with the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 ("SEBI SBEB Regulations"), as amended from time to time;

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- C. The Trustee, at the request of the Settlor, has consented to act as the first Trustee of the Trust on and from the Effective Date, in accordance with the terms and conditions contained in this Deed;
- D. The Trust shall be empowered to acquire Equity Shares of the Company by subscribing / acquiring the Equity Shares (subject to compliance with the SEBI SBEB 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.
- E. The Settlor is desirous of creating a share based employee long term incentive plan for the benefit of its Employees (as defined hereinafter), as the Settlor may deem fit on terms and conditions as may be decided from time to time, with the objective to motivate and retain its talented, loyal, and hard-working employees with incentives and reward their performance with ownership in proportion to the contribution made by them and to align the interests of the employees with that of the Settlor. With a view to effectuate the same, the Board of the Settlor vide its resolution dated 3rd September 2025 has adopted the 'TechEra Employee Stock Option Policy 2025' (hereinafter referred to as 'ESOP Plan') which has been approved by the Settlor's shareholders at the Annual General Meeting held on 29th September, 2025. The shareholders of the Settlor under the said resolution have also approved the ESOP Plan to be operated by the Committee through a Trust. The Settlor in furtherance of the above purpose of administration of the said ESOP Plan and/or such other Share Based Employee Benefit Schemes as may be implemented from time to time.
- F. The Trust shall be empowered to acquire, hold, transfer or deal in Shares and hold, transact and deal in other assets for the purposes of the Scheme as permitted under the Applicable Laws and to do various acts and deeds to give effect to the Scheme from time to time.
- G. The initial corpus of the Trust is an amount of Rs.10,000/- (Rupees Ten Thousand Only), which has been contributed by the Settlor. The Trustees hereby admit and acknowledge to hold the said sum together with accretion thereto from time to time and the investment for the time being representing the same upon Trust for carrying out the objectives of the Trust.
- H. The Settlor and the Trustees have agreed to execute this Deed to record herein the nature and scope of their respective rights, duties and entitlements with respect to the Trust.

NOW THIS TRUST DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions



Unless otherwise defined herein, capitalized terms used in this Deed shall have the meanings given to them in the Scheme implemented by the Settlor. In this Deed, in addition to the terms defined in the introduction to, recitals of and the text of this Deed, unless repugnant to the meaning or context thereof, the following capitalized words and terms shall have the meanings set forth below:

- i) "Applicable Laws" mean the legal requirements relating to employee welfare trusts, shares, without limiting to the Indian Trust Act, 1882, Companies Act, 2013, SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and any relevant tax, law, rule, regulation, order, direction, circular, guideline, exchange control laws or corporate laws of India or of any stock exchange on which the Shares are listed or quoted, advice, and/ or notification issued by the Government of India or any regulatory agency in India.
- ii) "Beneficiary" means an Eligible Employee having been offered Shares under the ESOP Plan and this Deed as are lawfully available under the provisions of the Applicable Laws and includes, where the context so requires the heirs, executors and administrators of a deceased Eligible Employee.
- iii) "Board" means the Board of Directors of the Settlor which includes any Committee(s) authorised by the Board of Director in this behalf.
- iv) "Committee" shall have the same meaning as defined in the ESOP Plan.
- v) "Deed" or "Trust Deed" means this trust deed and includes any deed, document and agreement made part hereof or by which this trust deed is amended or supplemented from time to time.
- vi) "Director" means a member of the Board of the Settlor.
- vii) "Employee" or "Eligible Employee" shall have the same meaning as defined under the ESOP Plan, as amended from time to time.
- viii) "ESOP Plan" means 'TechEra Employee Stock Option Policy 2025' under which the Company and Trust are authorized to issue Offers and transfer Shares, and shall include any legally effective amendments, modifications, or variations therein from time to time.
- ix) "Initial Corpus" means the initial corpus of the Trust, being a sum of Rs. 10,000/-(Rupees Ten Thousand Only) handed over to the Trustees by the authorized representative of the Settlor.
- x) "Lock-in Period", "Offer", "Offer Period", "Payment Window", "Purchase Price" shall have the same meanings as defined under the ESOP Plan, as amended from time to time.

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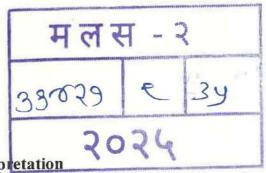


- xi) "Scheme" or "Schemes" shall mean the ESOP Plan and/or any other Share Based Employee Benefits Schemes / Plan as may be implemented by the Settlor from to time to time.
- xii) "SEBI (SBEB) Regulations" means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended and re-enacted from time to time and includes any clarifications or circulars issued thereunder.
- xiii) "Settlor" means 'TECHERA ENGINEERING (INDIA) LIMITED', a company incorporated under the Companies Act, 2013, having corporate identification number L29100PN2018PLC179327 with its registered office address at Gat No. 565, Behind Namo Marble & Timbers at Post Velu, Tal. Bhor, Pune, Maharashtra, India, 412205, India and shall include its successors and assigns.
- xiv)"Shares" means equity shares of the Settlor with a face value of Rs. 10/- (Rupees Ten only) each fully paid up.
- xv) "Subsidiary Company" shall have same meaning as defined under Section 2(87) of the Companies Act, 2013.
- xvi)"Trust" means trust created by this Deed under the name and style of 'TechEra ESOP Trust' in compliance with the provisions of the Indian Trusts Act, 1882 read with SEBI (SBEB) Regulations, including any statutory modification or reenactment thereof, for the benefit of the Employees and which shall from time to time administer this Scheme with a power to purchase, hold, transfer or deal in Shares of the Company, and hold, transact and deal in cash and other assets for the purposes of the Scheme as permitted under SEBI (SBEB) Regulations.
- xvii) "Trust Fund" means the aggregate of the Initial Corpus as defined herein, any loans taken by the Trust from the Settlor, any Purchase Price received by the Trust from the Beneficiaries, any income accruing to the Trust, contributions and advances lawfully received by the Trust from time to time and any other earnings therefrom.
- xviii)"Trustee" means any of the trustees contemplated in this Deed and deems to include such other person who shall be appointed to be a trustee under this Deed whether in replacement or as a new appointment.
- xix) "Trust Period" means the period beginning from the date of this Deed till the extinction of the trust by the settlor as per provisions of Applicable Laws.
- xx) "Trust Property" shall include the aggregate of the Trust Fund and any / all Shares acquired by the Trust from time to time and all properties and assets pertaining to the Scheme.

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1.2. Interpretation

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

- a) The headings / sub-headings / titles / sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof;
- b) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings;
- c) A reference to a clause number includes a reference to its sub-clauses also;
- d) Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form;
- e) Words and expressions defined in the Companies Act, 2013 shall bear the same meanings herein;
- f) Words and expressions used and not defined in this Trust Deed but defined in the Scheme and in the relevant provisions of the Applicable Laws, shall have the meanings respectively assigned to them first in the Scheme and then in the Applicable Laws, as the context requires;
- g) Words denoting one gender include all genders; words denoting company include body corporate, corporations and trusts and vice versa; words denoting the singular include the plural and vice versa; and words denoting the whole include a reference to any part thereof;
- h) Reference to the word "person" shall mean and include any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, trust, union, association, government or any agency or political subdivision thereof (as maybe contextually applicable) or any other entity that may be treated as a person under Applicable law;
- i) A reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference;
- j) The terms 'hereof, "herein', "hereby', "hereto" and derivative or similar words refer to this entire Deed or specified clauses of this Deed, as the case maybe;
- k) Reference in this Deed to any document, security or agreement includes reference to such document, security or agreement as amended, novated, supplemented, varied or replaced from time to time;

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- 1) References to "this Deed" mean this Deed together with its recitals and Scheme framed pursuant hereto;
- m) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Deed) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
- n) The term 'including' shall mean 'including without limitation', unless otherwise specified

2. SETTLEMENT:

- 2.1. For effectuating the said desire and in consideration of these premises, the Settlor do hereby declare that it has, pursuant to the resolution passed at meeting of its Board of Directors held on 3rd September, 2025 authorized Mr. Nimesh Rameshchandra Desai and / or Mr. Meet Nimesh Desai (hereinafter referred as "Authorised Representative(s)") to constitute a Trust. In accordance with aforesaid authority of the Board of Directors, Authorised Representatives of Settlor have constituted the Trust and prior to the execution of these presents, the Settlor through its Authorised Representative handed over to the Trustees the sum of Rs.10,000/- (Rupees Ten Thousand Only), (the 'Initial Corpus') to the Trustees for being held upon the Trust for the objects and purposes as set out in Clause 5.
- 2.2. The Trustees hereby admit and acknowledge the receipt of the Initial Corpus and confirm that it shall be applied and governed by the terms and conditions of this Deed and the Scheme.
- 2.3. The Trustees shall henceforth hold and stand possessed of the Initial Corpus along with Trust Fund to be held upon trust for the benefit of the Beneficiaries, and subject to the powers, provisions, agreements and declarations hereinafter declared, expressed and contained.

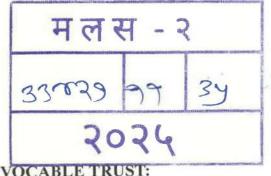
3. NAME AND ADDRESS:

- 3.1. The name of the Trust shall be "TechEra ESOP Trust". or such other name as the Trustee in consultation with the Board or Committee may deem appropriate from time to time.
- 3.2. The principal office of the Trust shall be at Gat No. 565, Behind Namo Marble & Timbers at Post Velu, Tal. Bhor, Pune, Maharashtra, India, 412205 or at such other place in India as the Trustees may from time to time decide in consultation with the Board or Committee of the Settlor.

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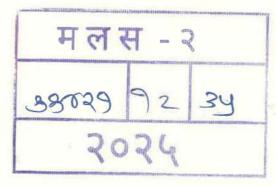


4. IRREVOCABLE

The Trust shall be and remain irrevocable for all the time and the Settlor does hereby release, relinquish, disclaim, surrender and determine all its rights, title, interest or powers in the Trust except to the extent of the amount due to the Settlor by the Trust on the loans obtained by the Trust from the Settlor for the purpose of the Scheme.

5. OBJECTS OF THE TRUST:

- 5.1. The objects of the Trust shall, inter alia, include following:
- a) administering, managing, funding and implementing the Scheme introduced by the Settlor as amended from time to time and in accordance with the terms of such Scheme;
- b) subscribing equity shares of the Settlor pursuant to the Scheme in the manner and mode as permitted under the Applicable Laws and holding, transferring or otherwise disposing of the Shares as per provisions of the Scheme;
- c) raising funds through loans or any other form of financial assistance with or without interest, as may be permissible under Applicable Laws, from the Settlor for subscribing the Shares for the purpose of ESOP Plan;
- d) taking and receiving any money, goods or property (including all movables and immovables) for any one or more of the objects of the Trust;
- e) holding on behalf of and for the benefit of each Beneficiary, any accretions or earnings on such Shares, in accordance with the provisions of this Deed until the Shares have been transferred to the Beneficiaries;
- f) transferring Shares to the Beneficiaries at such stages and upon such terms and conditions in accordance with the terms of the Scheme;
- g) borrow monies, on such terms and conditions as the Trustees may deem fit for the purchase of equity shares of the Settlor for the purpose of the Trust;
- h) to repay the loans and other forms of financial assistance to the Settlor from the funds available from the exercise of Offer by the Eligible Employees, dividends or any other income of the Trust;
- i) purchase such assets as the Trustees deem fit to help in giving effect to the objects of this Trust;
- j) deposit in bank accounts, fixed deposits or invest in any manner as the Trustees deem appropriate any funds available of the Trust;
- k) obtaining contributions from the Eligible Employees or any other persons, in general or for a specific purpose and to allocate funds towards the attainment of the said objectives;





- 1) applying the Trust Fund, Trust Property or any part thereof for the purpose of the welfare of the Beneficiaries as per Applicable Laws; and
- m) performing such other acts, deeds or things either independently or in conjunction with other matters or objects, as are in the opinion of the Trustees subject to instruction of the Committee, incidental or conducive to the welfare of the Beneficiaries or the attainment of any one or more of the objects of the Trust.

6. SCHEME:

- 6.1. The Settlor has framed the Scheme for the benefit of Employees to participate in the share ownership of the Settlor subject to the conditions mentioned in the Scheme and provisions of the Applicable Laws. The Scheme so framed shall form an integral part of this Deed hereby constituted and established.
- 6.2. The Settlor shall, inter alia, issue Offer for purchase of Shares to the Eligible Employees which may be accepted by the Eligible Employees within the Offer Period subject to the provisions of the Scheme. Upon acceptance of Offer, the Eligible employees shall be required to make the payment of Purchase Price within the applicable Payment Window, after which the Trust shall transfer Shares to the Eligible Employees.
- 6.3. The Committee shall supervise the Scheme, whereas the Trust shall undertake the general administration of the Scheme.
- 6.4. Subject to the statutory ceiling as per the provisions of the Applicable Laws, Settlor may from time-to time provide loan with or without interest, to the Trust to acquire Shares, for administering the Scheme for the benefit of Employees of the Company.

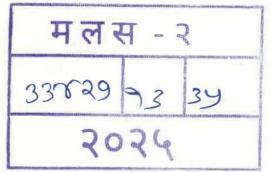
7. TRUST FUND:

- 7.1. The Trustees shall hold, and stand possessed of the Trust Fund, any conversion thereof as investments for the time being, any accumulation, addition and accretion thereof including dividend thereon.
- 7.2. The Trust shall hold the Shares of the Settlor for and on behalf of its Employees and transfer such number of Shares to the Eligible Employees of Settlor upon their exercising the Offer in accordance with their eligibility under the Scheme.
- 7.3. The Trustees may at any time invite and receive any contributions, or loans / advances / deposits, whether refundable or not, for consideration or not, from the Settlor and any financial institutions for all or any of the objects mentioned above and for all or any Beneficiaries. All such contributions shall be treated as forming part of

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the Trust Fund being the subject matter of these presents provided that such Trust Fund is not inconsistent with any of the objects of the Trust.

- 7.4. The Trustees shall be the legal title holder or registered owner of any assets or properties forming a part of the Trust Property which is solely held for the purpose of the welfare of the Beneficiaries as per Applicable Laws.
- 7.5. The Trustees shall utilize the Trust Funds for the following purposes:
- i. Subscribing to or acquiring the equity shares of the Settlor;
- ii. Payment for all the expenses and outgoings of the Trust;
- iii. Fulfilment of other objects and purpose of the Trust;

8. TRUST PROPERTY:

The Trustees shall henceforth hold and stand possessed of the Trust Property (which expression shall, unless repugnant to the subject or context, also include any other sum of money, property, assets and investments of any kind, 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 bequests and legacies either in cash or other properties movable or immovable or otherwise, any bonus, rights issue, split of any shares, dividend, any other benefits or rights of the Settlor which may be received by the Trustees from time to time for the purpose of this presents) and all accretions thereto and income including capital gains arising therefrom or related thereto settled upon the Trust and subject to the powers, provisions, agreements and declarations hereinafter declared and contained concerning the same.

9. APPLICATION AND INVESTMENT OF TRUST FUND DURING TRUST PERIOD:

- 9.1. Subject as aforesaid, the Trustees shall hold, pay, apply and deal with the Trust Fund and Trust Property in all respects for the purposes of the Scheme and as therein directed and generally to carry out the provisions of the Scheme and for the benefits of any or all the Beneficiaries.
- 9.2. The Trustees shall apply the Trust Fund to the extent not required for the implementation of the Scheme towards repayment of the loan taken from the Settlor from time to time.
- 9.3. The Trust may undertake off-market transfer of Shares under such circumstances as permitted under the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021.

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10. RESTRICTION ON SALE OR TRANSFER OF SHARES:

In the event the Trustees are possessed of fully paid-up Shares, they shall not be entitled to sell, transfer or otherwise dispose of the same, except in compliance with a direction or permission of the Settlor and in due compliance with the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as may be amended from time to time.

11. TRUSTEES TO CARRY OUT DIRECTIONS:

Notwithstanding anything contained to the contrary elsewhere in this Trust Deed, the Trustees shall comply with and carry out all such directions and recommendations as may be given to them by the Settlor (including its Board and Committee) from time to time in relation to any matter with respect to which the Settlor has power under this Deed, Scheme, or under any Applicable Laws to direct, determine or decide.

12. POWER OF THE SETTLOR:

The Settlor may subject to the provisions of the Applicable Laws and prior approval of its shareholders at any time make, suspend, extend or alter the terms of the Scheme in any respect as it thinks fit. In such case, any change or modification in the Scheme, shall be intimated to the Trustees.

13. BENEFICIARIES:

- 13.1. Beneficiaries shall have the meaning defined under this Deed.
- 13.2. The Beneficiaries who have been offered Shares under the Scheme framed by the Settlor, can exercise such Shares in accordance with such terms and conditions prescribed under the said Scheme and the procedure laid down by the Committee subject to compliance with the said Scheme and Applicable Laws.
- 13.3. Subject to the provisions of the Scheme, in the event any Eligible Employee ceases to be in employment with the Company, he shall *ipso facto* cease to be a Beneficiary of the Trust, except to the extent of benefits accrued to him as per specific terms and conditions of such Scheme or unless otherwise decided by the Settlor or Trustees or Committee in the Scheme or otherwise.
- 13.4. Subject to Applicable Laws, the Trust Fund 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.
- 13.5. Subject to the Applicable Laws, the beneficial interest of any of the Beneficiaries in the Trust shall not be encumbered, sold, transferred, pledged, mortgaged, hypothecated or subjected to any third-party rights by the Beneficiaries, whether directly or indirectly, to any extent and in any manner whatsoever.

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13.6. The benefits which may from time to time be provided under this Trust shall not confer on any individual, any right to continue in the employment of his employer or interfere in any way with the right of his employer, to terminate the individual's employment at any time and shall not confer any legal or equitable rights against his employer either directly or indirectly nor give rise to any cause of action in law against his employer in this regard.

13.7. Rights of Beneficiaries:

- To receive Shares of the Settlor upon exercise of the Offer in accordance with the terms of the Scheme and on such terms as determined by the Committee;
- ii. The Beneficiaries shall not 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 Shares offered to such Beneficiary, till Shares of the Settlor are transferred by the Trust to such Beneficiary upon exercise of options granted to them.

13.8. Obligation of Beneficiaries:

Apart from requirement of maintaining an appropriate level of integrity, each Beneficiary in his or her own interest should have an understanding of:

- i. the terms of the Offer or other benefits envisaged under the Scheme;
- ii. the purpose of the Trust; and
- iii. the overall principles of Trust administration.
- 13.9. In addition to the above, the Trustees shall have the power to prescribe any other rights, and obligations of the Beneficiaries, in accordance with Applicable Laws and recommendations of the Committee of the Settlor in this regard.

14. TRUSTEES:

- 14.1. The Trustees shall manage the affairs of the Trust.
- 14.2. A person shall not be appointed as a Trustee, if he/she:
- (i) is a Director, key managerial personnel or Promoter of the Settlor or its group Company including holding, subsidiary or associate company or any Relative of such Director, key managerial personnel or Promoter; or
- (ii) beneficially holds 10 (ten) percent or more of the paid-up share capital or the voting rights of the Settlor.
- 14.3. Where individuals or one person company, as defined under the Companies Act, 2013, are appointed as Trustees, there shall be a minimum of 2 (two) such Trustees, and in case a corporate entity is appointed as a Trustee, then it may be the sole Trustee.
- 14.4. The number of Trustees shall be 2 (Two) or such other number as may be approved by the Board from time to time.

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- 14.5. Any Trustee may resign by giving a notice in writing of at-least 1 (one) month to the Trustees. The Trustees may, at their discretion accept a resignation at a shorter notice.
- 14.6. If the office of the Trustee is vacant either by death, insanity, insolvency, resignation, refusal to act as Trustee, removal by the Board/ Committee, or neglect to act as a Trustee or on his/her becoming incapable or unfit to act as such, the vacancy shall be filled by person(s) nominated by the Board/ Committee/ persons authorized by the Board of Settlor.
- 14.7. On a new Trustee being appointed, the Trust Property shall vest in him along with the other Trustees for the time being and he will be entitled to carry out all the duties and functions of Trust as a Trustee and it shall not be necessary to make or execute any formal transfer of assets in his favour.
- 14.8. If the Settlor or any company / entity into which the said Settlor is amalgamated or merged, ceases to exist on account of winding up or dissolution or otherwise, then and in such an event the Trustees of the Trust shall step into the place of the Settlor in these presents and such Trustees shall jointly exercise or fulfil, as the case may be, the rights and obligations laid out on the Settlor in these presents. In case of dissolution of the Settlor, the Trustees in consultation with the Committee shall decide upon the treatment of Trust Fund in accordance with the Trust Deed and Applicable Laws at the relevant time.

15. FORMATION OF RULES AND REGULATIONS BY TRUSTEES:

It shall be lawful for the Trustees from time to time to frame such rules and regulations for the management and administration of the Trust after consultation and prior approval from the Committee of the Settlor and to add, alter, amend, substitute or vary the same and to make new rules and regulations provided that such rules and regulations shall not be inconsistent with the objects and interests of the Trust.

16. MEETING OF TRUSTEES:

16.1. Quorum

- a) The Trustees shall form and regulate their own procedure relating to meetings of the board of Trustees.
- b) The quorum of any such meeting shall be 2 (two) Trustees present in person unless a sole corporate Trustee has been appointed. In case the requisite quorum is not present within half an hour of the meeting, it shall stand adjourned till decided again by the Trustees. The Trustees shall, except with reference, to the requirement of quorum, be entitled from time to time to alter or change their procedure as framed or regulated.
- 16.2. 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 from time to time as the occasion shall require, for transacting the business of the Trust.



- 16.3. Any Trustee may convene a meeting of the Trustees for transacting any particular business and any business may be disposed of by a meeting held through a video conference / other audio visual means or through a circular resolution instead of an in-person meeting, unless majority of the Trustees think otherwise.
- 16.4. 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 Trustees agree for the same. .
- 16.5. The original minutes of the proceedings of every meeting shall be kept at the Principal Office of the Trust in the safe custody.
- 16.6. A meeting of the Trustees for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities, and discretions by or under the Trust vested in the Trustees or otherwise exercisable by them.

16.7. Resolutions:

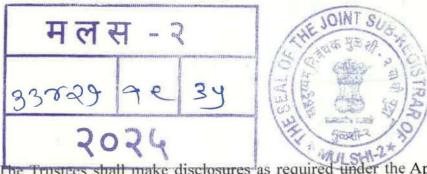
- (i) All decisions relating to the Trust, unless otherwise specified under any provisions of this Deed or Scheme, shall be taken by a majority vote of Trustees.
- (ii) No resolution shall be deemed to have been duly passed by the Trustees by circulation unless the resolution has been circulated in draft together with the necessary papers, if any, to all the Trustees, at their usual address in India or their email and has been approved by the Trustees, or by a majority of them.
- (iii) In case of difference of opinion arising among the Trustees and in all matters wherein the Trustees shall have discretionary power, the votes of the majority of the Trustees for the time being in these matters shall prevail and shall be binding on all the Trustees including the Trustees who may not have voted. Provided however that if the Trustees are equally divided in opinion, the matter shall be decided according to the casting vote of the Chairman of the meeting.
- 16.8. If the office of the Trustee or Trustees is vacated, the remaining Trustees shall, until such time as the vacancy or vacancies are filled, be entitled to exercise all the powers whether discretionary or otherwise vested in the Trustees and the execution of the Trust declared herein and during such period the provisions of this Trust Deed shall govern the remaining Trustees so far as the same are applicable.

17. DUTIES OF THE TRUSTEES

- 17.1. Notwithstanding anything contained elsewhere in these presents, the Trust and the Trustees shall always act in accordance with:
- a) The objects of the Trust;
- b) The guidelines of any empowered committee of the Board and code of conduct on Insider Trading and other regulatory aspects;
- c) Provisions of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021; and



- d) The terms & conditions of Scheme.
- 17.2. Interest of Beneficiaries: The Trustees shall act in the interest of the Beneficiaries of the Trust being governed under the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and shall not act in any manner or include any provision in this Deed that would be detrimental to the interests of the Beneficiaries.
- 17.3. income due to the Trust: The Trustees shall cause prompt and proper collection of the income due to the Trust.
- 17.4. Books of Accounts: The Trustees shall ensure that proper books of accounts, records and documents of the Trust and Scheme are maintained by them in accordance with the Deed and Applicable Laws. Further, the Trustees shall get the books of accounts of the Trust audited annually from the auditor, to give a true and fair view of the state of affairs of the Scheme.
- 17.5. Attainment of objects of the Trust: The Trustees shall ensure that all acts, deeds and things in respect of the affairs of the Trust are done for the attainment of the objects of the Trust, and the Scheme in compliance with all the Applicable Laws and to secure the best interests of the Beneficiaries.
- 17.7. Confidentiality: The Trustees shall at all times maintain the highest standard of confidentiality as regards to the Trust Fund, Scheme and such other matter connected with it, and shall not disclose any confidential information to any other person, unless such information is required to be disclosed to some regulatory authority or under any judicial or statutory order to any other person under any law in force in India. If the Trustees are required by any Applicable Law to provide information regarding the Trust Fund and / or the Beneficiaries and the Trustees comply with such request in good faith, whether or not it was in fact enforceable, the Trustees shall not be liable to the Beneficiaries or any of them or to any other party as a result of such compliance or in connection with such compliance.
- 17.8. The Trustees shall ensure that all investments are made in accordance with the objects of Trust Fund, and all Applicable Laws.
- 17.9. The Trustee(s) shall pay from the Trust Fund:
- (a) all taxes, duties, stamp duty and any other statutory charges or levies (and any interest or penalty chargeable thereon) that may be payable in any jurisdiction by or on behalf of the Trust; and
- (b) pay expenses for the objects of the Trust, including without limitation, fees payable to auditors and other advisers and agents appointed by the Trustees / Settlor pursuant to the provisions of this Deed.
- 17.10. The Trustees shall be responsible for ensuring compliance with Applicable Laws, rules and regulations including but not limited to tax laws, tax deductions and tax filings of the Trust and shall be empowered to make representations, file documents and do all other acts which may be required in order to comply with Applicable Laws.



17.11. The Trustees shall make disclosures as required under the Applicable Laws, rules and regulations including but not limited to the SEBI (Substantial Acquisition and Takeover) Regulations, 2011 as amended from time to time and SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time.

17.12. The Trustee shall ensure that the Trust will never act in a manner, which is illegal and unlawful in nature, and which is opposed to public policy and contrary to the Applicable Laws.

17.13. The Trustees shall transfer the Shares to the Beneficiaries in such manner as may be determined by the Committee in terms of the Scheme. The Trustee shall not have any liberty or discretion in deciding as to who are the Beneficiaries.

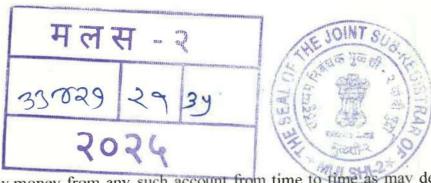
18. POWER OF TRUSTEES:

The Trustees shall have the following powers for furthering the objects of the Trust including but not limited to:

- a) Full power and discretion to agree with the Settlor on all matters relating to the operation and administration of the Trust under this Deed and no person claiming any interest under such Trust shall be entitled to question the legality and correctness of any arrangement or agreement made between the Settlor and the Trustees in relation to such operation and administration;
- b) To subscribe equity shares of the Settlor out of funds borrowed from the Settlor, of such amount and at such time or times as may be necessary for the purpose of meeting the requirements under the Scheme.
- c) The Trustees in whose name Shares 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 Trust under this Deed and may with such authority revoke such appointments and make new appointments;
- d) To act on the advice of the Committee / Board in relation to all matters relating to the Scheme, including but not limited to transfer of Shares of the Settlor held by it for the purpose of Scheme to the Eligible Employees upon exercise of the Offer in accordance with the Scheme, and to exercise all such powers and rights as may be delegated by the Committee for proper administration of the Scheme;
- e) To frame rules for administration of the Scheme in compliance with the scheme documents, object of the Trust and the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021;
- f) By resolution authorize the manner in which cheques and other documents shall be signed and endorsed on their behalf;
- g) To appoint and manage salaried employees and / or attorney, auditors, professional advisers or consultant, as the case may be, for carrying out object of the Trust;
- h) To hear and deal with complaints pertaining to the affairs of the Trust;



- i) To hold and administer the Trust Property and monies and incur all costs, charges and expenses considered by the Trustees to be necessary for the due and efficient management of the affairs and properties of the Trust and to have custody of the records, documents, papers etc. of the Trust, and to maintain, examine and check the books of accounts and other records of the Trust;
- j) To borrow or raise money in the Trust Fund for meeting the objects of the Trust and repay the same from time to time on such terms and conditions as the Trustees may decide in consultation with the Board / Committee;
- k) To maintain books of accounts of Trust as required under the Applicable Laws including the SEBI (SBEB) Regulations, 2021;
- 1) To make, vary or rescind rules and orders, if any, for the administration of the objects of the Trust in accordance with the Applicable Laws 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 enter into all such negotiations and contracts and rescind and vary all such contracts and execute all acts, deeds and things in the name and / or on behalf of the Trust as the Trustees may consider expedient for or in relation to any of the objects or otherwise for the purposes of the Trust;
- n) To engage the services of any person or persons upon such remuneration and terms as the Trustees may deem fit and to take disciplinary action against them and also to terminate their services;
- o) To ensure that appropriate approval from the shareholders wherever required has been obtained by the Settlor in order to enable the Trust to implement the Scheme;
- p) 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 and generally, to delegate the powers and authority vested in the Trustees to any person, firm, company or body of persons;
- q) To hold the Trust Fund for the Trust so that the net income thereof and if necessary, the corpus or any part thereof shall be used for all or any of the above objects and purposes of the Trust;
- r) To make all payments from the Trust Fund for carrying out the objects of the Trust;
- s) To institute, conduct, defend, prosecute, compromise, compound or abandon any legal proceedings before any Government Authorities, including suits, appeals, reviews, revisions, executions and the like and to represent the Trust before them, or refer to arbitration for any / all disputes, differences, claims, demands or things by or against the Trust or its officers or otherwise concerning the affairs of the Trust and also to compound and allow time for payment or satisfaction of any dues or of any demand by or against the Trust;
- t) The Trustees shall be entitled from time to time to open, operate and maintain one or more accounts in the name of Trust with any scheduled bank and to pay money into



and draw money from any such account from time to time as may deem fit and to appoint a person or persons to operate all such accounts.

- u) The Trustees shall be entitled from time to time to open, operate, maintain and close one or more dematerialized (demat) accounts and / or trading accounts and acquire, hold and deal in the Shares of the Settlor in de-mat form in the name of the Trust or in the names of the Trustees or such two or more of them at such depository or depositories as the Trustees from time-to time may decide.
- v) To wind up or dissolve the Trust in the manner stated herein; and
- w) To do such other acts for the furtherance of the objects of the Trust and / or Scheme to the extent allowed under Applicable Laws.

19. RESTRICTION ON VOTING:

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

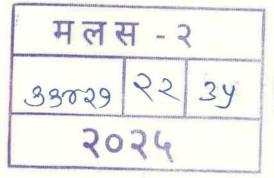
20. LIABILITY OF TRUSTEES:

- 20.1. The Trustees shall fulfil the purpose of the Trust and carry out the directions contained in this Deed.
- 20.2. The Trustees shall deal with the Trust Fund as carefully as a man of ordinary prudence would deal with such property if it were his own.
- 20.3. Acts done in good faith: The Trustees shall not be under any liability on account of anything done or omitted to be done or suffered by the Trust / Trustees in good faith in accordance with Applicable Laws, or in pursuance of any imprudent investments made in good faith or for the negligence or fraud of any agent employed by him or them or advice of the any other third party.
- 20.4. Acts or things required to be done by the Trustees under law: The Trustees shall not be liable to the Beneficiaries for doing or failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or Government Authority, or by reason of any request announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (which legally or otherwise) it shall be directed or requested to do or perform or to bear from doing or performing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of these presents the Trustees shall not be under any liability therefore or thereby.
- 20.5. Indemnification: The Trustees shall further and at all-time be kept harmless, and indemnified out of the assets of the Trust against all actions, proceedings, costs, charges, expenses, demands, liabilities and claims which may be brought or made

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against or incurred by them in respect of any matter or things done or omitted to be done in the course of their duties as Trustees save for those circumstances mentioned in clause 20.6 below.

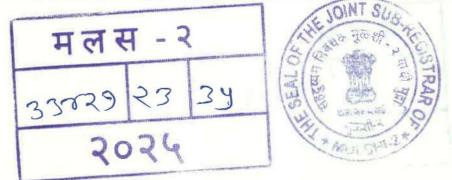
20.6. Failure of duty and breach by the Trustees: Nothing herein contained shall exempt or indemnify the Trustees for expenses incurred or losses suffered arising out of its own gross negligence, fraud or dishonesty, breach of trust, misconduct or material breach of the terms and conditions of this Trust Deed and a failure to show the degree of care and diligence required of it in carrying out its duties.

21. RECORDS, ACCOUNTS AND AUDIT:

- 21.1. The Trustees shall maintain books of accounts of the Trust as required under Applicable law and the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021.
- 21.2. The Trustees shall make arrangements to prepare and keep all necessary records including the accounts of individual employees, transfers and other documents in connection with the Trust of this Deed and generally carry out all administrative work in connection therewith.
- 21.3. The books of accounts and other records of the Trust shall be kept safely for a period of such minimum numbers of years as prescribed under Applicable Laws during the continuance and for minimum 8 years after the dissolution of the Scheme or the Trust, whichever is later.
- 21.4. The Trustees shall cause to keep and maintain minutes of their proceedings, proper books of accounts, 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.
- 21.5. The Trustee shall prepare and get duly audited by the Auditor, within such period after the end of every accrual period as the Committee / Board of the Settlor may decide:
- a) a balance sheet or a statement of affairs showing the assets and liabilities of the Trust as on the last day of the accrual period;
- b) an income and expenditure statement of the Trust showing profits, losses, incomes, expenses, increase or decrease in value of investments and distributions made during the accrual period;
- c) cash flow statements and other books of accounts of the Trust;
- d) Such other documents as may be required as per Applicable Laws.
- 21.6. The Trustees shall submit the accounts / financial position of the Trust to be audited by an auditor and may as soon as convenient after each such audit deliver copies of the audited accounts to the Settlor.

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21.7. The Trustees shall file return of income or loss with the concerned income tax authorities and shall comply with any other relevant requirement as required under the Applicable Laws or as thought fit.

22. PROFESSIONAL ADVICE:

The Trustees may, in the discharge of its duties, act upon the advice or opinion obtained in writing from any banker, lawyer, broker, actuary, accountant or other professional, consultants or business person acting as advisers to the Trustees. The Trustees shall not be liable for anything done bonafide on the advice so received and after observing due prudence.

23. CESSATION OF THE OFFICE OF TRUSTEES

- 23.1. A person shall cease to be a Trustee in any of the following events:
- a) If he becomes insolvent;
- b) If he becomes insane or otherwise incapable to act;
- c) If he leaves permanently to reside out of India;
- d) If he becomes a Director, key managerial personnel or Promoter of the Settlor or its group company (including its holding, subsidiary or associate company) or any Relative of such Director, key managerial personnel or promoter;
- e) If he beneficially holds 10 (ten) percent or more of the paid-up share capital or voting rights of the Settlor.
- 23.2. The Settlor may at any time by resolution of the Board:
- a) remove any person from the office of Trustees;
- b) accept the resignation of any person as a Trustee; and
- c) appoint new or additional Trustees. The expression "Board" shall mean the Board of Directors for time being of the Settlor which includes committee(s) or officials / persons authorized by the Board of Directors in this behalf.
- 23.3. A Trustee shall otherwise cease to be in office upon occurrence of following events:
- a) Resignation in writing by Trustee to the Committee of the Settlor;
- b) Death;
- c) Separation of Trustee with the Settlor due to Permanent Incapacity, Termination, superannuation (in case the Trustee was earlier in employment of the Settlor);
- d) A Trustee appointed for a specified period shall automatically vacate the office at the end of such period unless appointed for a further period before the said date of vacation.

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24. NOTICES

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.

25. AMENDMENT IN TRUST DEED

- 25.1. Notwithstanding anything contained anywhere else in this Deed, the Settlor shall have the power to amend, alter, vary, modify in whole or in part or add to the provisions of this Deed, provided however, that no such amendment, alteration, variation, modification or addition shall be valid insofar as it is detrimental to the interest of the Beneficiaries and in violation of the objects of the Trust. Provided further that the power under this clause shall not be exercised to directly or indirectly amend, alter, vary, or modify the Scheme.
- 25.2. In case of SEBI specifying the minimum provisions to be included in the Trust Deed under which the Trust is formed, this Trust Deed shall be amended to the extent required to implement such provisions if not already incorporated, and such Trust Deed and any modifications thereto may be filed, if required, with the stock exchange in India where the Shares of the Settlor are listed. Till the time this Deed is so amended to include such mandatory provisions, such provisions shall be carried out by the Trust in the manner specified by SEBI.
- 25.3. The amendment should be in conformity with the prevailing Applicable Law.

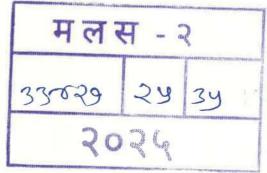
26. GOVERNING LAW AND JURISDICTION

- 26.1. This Deed shall be governed by and construed in accordance with the Applicable Laws within jurisdiction of India. Subject to provisions of this Deed, the courts in Pune shall have exclusive jurisdiction to settle any disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of this Deed.
- 26.2. For matters not provided for in these presents, the provisions of the Indian Trust Act, 1882 and the Income Tax Act, 1961 and rules made thereunder, as amended from time to time, will apply accordingly, subject to the same not being inconsistent with the Scheme or the Applicable Law governing the Scheme.

27. ARBITRATION:

27.1. In the event of a dispute arising out of or in relation to the provisions of this Trust Deed (including a dispute relating to the construction or performance thereof), the relevant parties shall attempt in the first instance to resolve such dispute through

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an amicable settlement. The attempt to bring about an amicable settlement shall be considered to have failed as soon as one of the parties hereto, after reasonable attempts, which attempt shall continue for not more than 30 (thirty) days, give 10 (ten) days' notice thereof to the other party in writing.

27.2. In case of such failure, either party may refer the dispute to a single arbitrator to be appointed by Settlor. The arbitration proceedings shall be held in Pune in English language in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The arbitrator shall give a reasoned award in writing. The arbitrator shall also decide on the costs of the arbitration proceedings. The parties shall submit to the arbitrator's award and the award shall be enforceable in competent court of law at Pune, Maharashtra, India.

28. PERIOD OF TRUST AND DISSOLUTION:

- 28.1. The Trust shall be valid until the expiry of the Trust Period. The Trust shall be dissolved on fulfilment of its objects, or if the fulfilment of objects becomes impossible by virtue of any Applicable Law or destruction of Trust Fund or otherwise.
- 28.2. On dissolution of the Trust, the Trustees shall in consultation with the Committee have the power to make proper arrangements for matters, relating to or arising from the dissolution of the Trust and to distribute the Trust Fund, if any remaining after fulfilment of any outstanding liabilities of the Trust, including taxation, outstanding loans and meeting all the expenses, to the Beneficiaries on such terms and conditions as the Trustees deem fit, with the recommendations of the Committee and subject to Applicable Laws.

29. MISCELLANEOUS:

- 29.1. Words, expressions, clauses, sections, regulations not incorporated in this Trust Deed but forming an integral part of the Scheme, and Applicable Laws including any statutory modification or re-enactment thereto, shall be deemed to be included in this Trust Deed and form an integral part of it.
- 29.2. Words and expressions defined under Applicable Laws, shall prevail over words and expressions defined under the Trust Deed, in case of any conflicts.
- 29.3. The Trust shall function in accordance with and to give proper effect to the Scheme and this Trust Deed shall be supplemental to the Scheme for all purposes and functions. In the event of any discrepancy in the Scheme and the Trust Deed, the provisions of the Schemes shall prevail and the Trustees shall take immediate steps to amend the provisions of this Trust Deed as to bring them in conformity with the Scheme.
- 29.4. The income and property of the Trust whensoever and howsoever derived shall be applied solely in the promotion of its objects as set forth in this Trust Deed.

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29.5. Nothing in this Trust Deed shall prevent payment by the Trust in good faith, of reasonable remuneration to any of its officers or to any other persons (other than in their role as Trustees) in return for any services rendered or to be rendered to the Trust.

29.6. All the investments to be made by the Trustee on behalf of the Trust shall be in line with the investment policy of the Settlor or parameters of investment approved by the Settlor in advance.

29.7. The Liability of the Trustees is Limited. It is hereby expressly understood that the Trustees shall not be personally liable for any act, deed or thing done in their capacity as Trustees for the purposes of the Trust and that they shall be indemnified/kept indemnified as a consequence thereof, out of the Trust Funds, and that the Trust/Settlor shall bear all costs, damages or losses including the cost of defending a legal action or otherwise that may arise as a consequence of their action as Trustees.

30. ASSIGNMENT:

Neither Party shall be entitled to assign the benefit of this Trust Deed or any cause of action in connection therewith or all or part of its rights or transfer all or part of its obligations under this Trust Deed.

31. COUNTERPARTS:

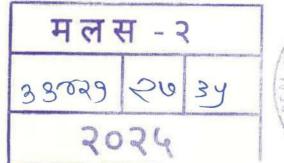
This Trust Deed may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original but all of which together shall constitute one and the same instrument.

32. COST AND EXPENSES

All costs and expenses incurred in and about the preparation and execution of this Trust Deed and any other document executed in connection with this Trust Deed, including all stamp duty payable in relation to this Trust Deed and any other document executed in connection with this Trust Deed shall be borne by the Settlor.

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

Signed and delivered by the authorized representative for and on behalf of the TechEra Engineering (India) Limited, in the presence of the following witnesses:

- 1. Pratitshy Kumbhare
 Oce. Service
 Add: Godrej Marizon, Undri.
 Pune 411060
 Puntiksho.
- 2. Anim Gadens
 Add. Mauli Angen vudgan
 BIC. Pine GIIOGI

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Signed and delivered by the Trustees, in the presence of the following witnesses:

- 1. Bratisha Kumbhare Occ. Service Add: Crodrej Harizon, Undri Pune - 411060 Bratish
- 2. Anjun Gaderal Ras. Mauli Angum Vadgam DIC Punc. 4/1041

For Settlor

& Omn

Mr. Nimesh Rameshchandra Desai







Sill

Mr. Rajesh Bhaskar Mandlik





Mr. Nandkumar Vasantrao Khatavkar







CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT MEETING OF THE BOARD OF DIRECTORS OF TECHERA ENGINEERING (INDIA) LIMITED HELD ON WEDNESDAY, 3RD SEPTEMBER, 2025 AT OFFICE 1, BEENA, CHRYSAUS CORNER, SENAPATI BAPAT ROAD, OPPOSITE STATE BANK OF INDIA, PUNE, MAHARASHTRA - 411016 AT 3:00 P.M.

APPROVAL FOR FORMATION OF PRIVATE TRUST FOR ESOP - COMPANY AS SETTLOR:

"RESOLVED THAT pursuant to the provisions of the Companies Act, 2013, the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, and other applicable laws, consent of the Board be and is hereby accorded for the formation of a Private Trust in the name and style of 'TechEra ESOP Trust' ("Trust") for the purpose of implementation, management and administration of the Employee Stock Option Plan (ESOP) of the Company.

RESOLVED FURTHER THAT the Company do act as the Settlor of the Trust and contribute an initial corpus of Rs. 10,000/- (Rupees Ten Thousand Only) for the purpose of creation of the Trust.

RESOLVED FURTHER THAT the draft Trust Deed as placed before the meeting, be and is hereby approved and the same be executed on behalf of the Company under the signature of Mr. Nimesh Rameshchandra Desai, Managing Director of the Company.

RESOLVED FURTHER THAT Mr. Rajesh Bhaskar Mandlik and Mr. Nandkumar Vasantrao Khatavkar be and are hereby appointed as the first Trustees of the said Trust, to hold office in accordance with the provisions of the Trust Deed.

RESOLVED FURTHER THAT Mr. Nimesh Rameshchandra Desai, Managing Director and/or Mr. Meet Nimesh Desai, Whole time Director and/or Mrs. Pratiksha Kumbhare, Company Secretary & Compliance Officer, be and is hereby authorized to take all such steps, actions, and do all acts, deeds and things as may be necessary to give effect to the foregoing resolutions, including filing necessary forms, obtaining approvals, and making changes in the Trust Deed as may be suggested by regulatory authorities."

//Certified true copy//
FOR TECHERA ENGINEERING (INDIA) LIMITED (Formerly known as Techera Engineering (India) Private Limited)

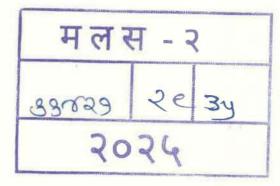
Morai MEET NIMESH DESAL WHOLE-TIME DIRECTOR DIN: 08246763 Add: A-1102, Sun Satellite, Sinhgad Road, Near Sun City, Anandnagar, Pune – 411051, Maharashtra, India Date: 23/09/2025 Place: Pune

TechEra Engineering (India) Limited ...

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GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

ROC Pune
Pune,PCNTDA Green Building,BLOCK A, 1st & 2nd Floor , Near Akurdi Railway Station,Akurdi,Maharashtra,411044,India

Certificate of Incorporation Consequent upon conversion to public company Company

Corporate Identity Number: U29100PN2018PLC179327

IN THE MATTER OF TECHERA ENGINEERING (INDIA) PRIVATE LIMITED

I hereby certify that TECHERA ENGINEERING (INDIA) PRIVATE LIMITED which was originally incorporated on null under Companies Act, 1956 as TECHERA ENGINEERING (INDIA) PRIVATE LIMITED and upon an intimation made for conversion into public company Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the ROC Pune de SRN AA2565984 dated 23/05/2023 the name of the said company is this day changed to TECHERA ENGINEERING (INDIA) LIMITED

Given under my hand at Pune this TWENTY NINETH day of MAY TWO THOUSAND TWENTY THREE

Document certified by DS Ministry of corporate affairs 7 -roc.pin (mca.gov.in>. Digitally signed by DS Ministry of 2 Dorate affairs 7 Date: 2023.05 2 10:02:49 IST

Mangesh Jadhav

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

Registrar of Companies

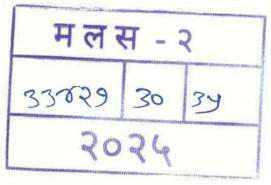
ROC Pune

Note: The corresponding form has been approved by Mangesh. Jadhav. Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies and this letter has been digitally signed by the Registrar through a system generated digital signature under rule 9(2) of the Companies (Registration Offices and Fees) Rules. 2014

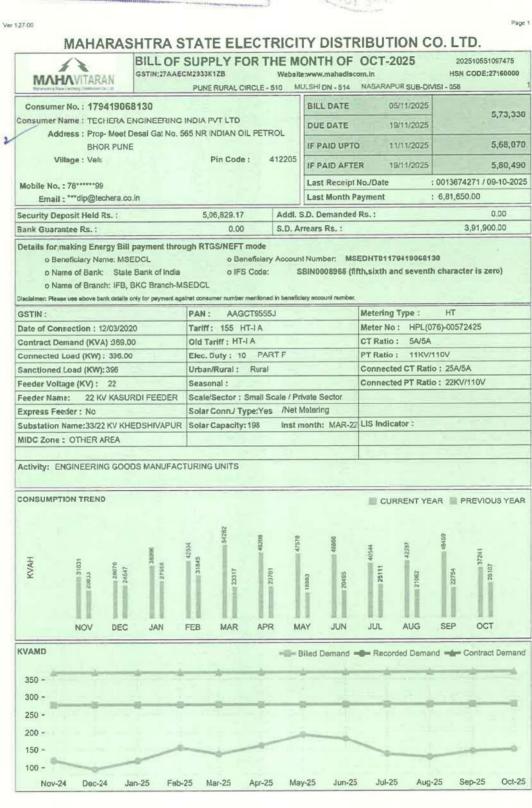
Mailing Address as per record available in Registrar of Companies office:

TECHERA ENGINEERING (INDIA) LIMITED

GAT NO. 565, BEHIND NAMO MARBLE & TIMBERS AT POST VELU, TAL. BHOR, NA. PUNE, Maharashtra, India, 412205.









M/S TECHERA ENGINEERING (INDIA) LIMITED



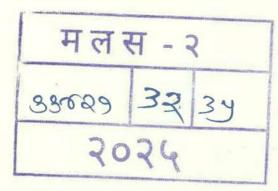
MR. NIMESH RAMESHCHANDRA DESAI





आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT. OF INDIA 35 स्थायी लेखा संख्या कार्ड nent Account Number Card AAUPD5720G NIMESH RAMESHCHANDRA DESAL







MR. NANDKUMAR VASANTRAO KHATAVKAR



Godfulled /



MR. RAJESH BHASKAR MANDLIK

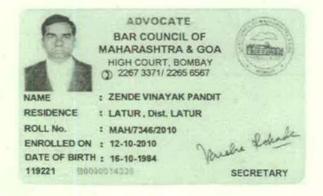


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ADV. VINAYAK PANDIT ZENDE



453/33421 बुधवार, 19 नोव्हेंबर 2025 3:08 म.नं.

दस्त गोषवारा भाग-1

दस्त क्रमांक: 33421/2025

दस्त क्रमांक: मलस२ /33421/2025

बाजार मुल्य: रु. 00/-

मोबदला: रु. 10,000/-

भरलेले मुद्रांक शुल्क: रु.1,500/-

नोंद्णी फी माफी असल्यास तपशिल :-

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

दु. नि. सह. दु. नि. मलस२ यांचे कार्यालयात

अ. क्रं. 33421 वर दि.19-11-2025

रोजी 3:06 म.नं. वा. हजर केला.

दस्त हजर करणाऱ्याची सही:

पावती:23040

पावती दिनांक: 19/11/2025

सादरकरणाराचे नाव: टेकएरा इंजीअरिंग (इंडिया) लिमीटेड तर्फे अधिकृत प्रतिनिधी संचालक श्री. निमेश रमेशचंद्र देसाई

नोंदणी फी

रु. 500.00

दस्त हाताळणी फी

रु. 1520.00

पृष्टांची संख्या: 38

एक्ण: 2020.00

सह दु.नि. मुळशी-२

सह दु.नि. मुळशी-२

सह दुव्यम निर्वधव

क्रिकान्य क्रामुळिश्रीवलेष्

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश। विकास प्रा॥धिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण् प्रभाव क्षेत्रात.

शिक्का कं. 1 19 / 11 / 2025 03 : 06 : 13 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 19 / 11 / 2025 03: 07: 13 PM ची वेळ: (फी)

सह दुय्यम निबंधक

श्रेणी - १, मुळ

'रादर दस्तऐवज हा नॉक्पी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंद्रणेस दाखल केलेला आहे. दस्तातील संपुर्ण मजवूर, निष्पादक व्यक्ती, साधीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधत कायदेशीर बार्वीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील

लिहन घेणारे

दस्त गोषवारा भाग-2

मलस२ <u>38 3</u> 4 दस्त क्रमांक:33421/2025

19/11/2025 3 09:35 PM

दस्त क्रमांक :मलस२/33421/2025 दस्ताचा प्रकार :-विश्वस्तलेख

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:टेकएरा इंजीअरिंग (इंडिया) लिमीटेड तर्फे अधिकृत प्रतिनिधी संचालक श्री. निमेश रमेशचंद्र देसाई पत्ता:प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: 0, ब्लॉक नं: 0, रोड नं: गट नं. 565, नमो मार्बल आणि टिंबर्स च्या मागे, मु. पोस्ट वेळू, तालुका भोर, जिल्हा पुणे, महाराष्ट्र, पुणे. पॅन नंबर:AAGCT9555J

नाव:राजेश भास्कर मंडलिक पत्ता:प्लॉट नं: 0, माळा नं: 0, इसारतीचे नाव: 0, ब्लॉक नं: 0, रोड नं: 13 बी, अमर आशियाना, त्याया टोपे सोसायटी मागे, वानवडी, महाराष्ट्र, पुणे. पॅन नंबर:AAXPM9926C

उ नाव:नंदकुमार वसंतराव खटावकर पत्ता:प्लॉट नं: 0, माळा नं: 0, इमारतीचे नाव: 0, ब्लॉक नं: 0, रोड नं: ए 1102, सन सॅटेलाईट, सन सिटी रोड, आनंद नगर, वडगाव बीके, पुणे, महाराष्ट्र, पुणे. पॅन नंबर:ABTPK0215H पक्षकाराचा प्रकार

लिहून देणार वय:- 🔥

स्वाक्षरी:-

लिहून ठेवणार क्र. 3

वय :-61

स्वाक्षरी:-

छायाचित्र

ठसा प्रमाणित



लिहून देणार क्र. 2 वय:-57 वाक्षरी:-









वरील दस्तऐवज करुन देणार तथाकथीत विश्वस्तलेख चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:19 / 11 / 2025 03 : 08 : 50 PM

ओळख:-

मदर इमम दुय्यम निबंधक यांच्या ओळखीचे असुन दम्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:विकास विनायक पंडितराव झेंडे - -वय:40 पत्ता:हिंजवडी तालुका मुळशी जिल्हा पुणे पिन कोड:411057 क्रिक्सी स्वाक्षरी







शिक्का क्र.4 ची वेळ:19 / 11 / 2025 03 : 09 : 06 PM

राहुल दत्तात्रय राऊत सह दु.ति. मुळशी-२ सह दुय्यम निजयक श्रेणी - १, मुळशी - २



Payment Details.

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1	TECHERA ENGINEERING (INDIA) LIMITED Through Nimesh Rameshchandra Desai	eChallan	00040572025111997921	MH011909612202526U	500.00	SD	0006809617202526	19/11/2025
2	TECHERA ENGINEERING (INDIA) LIMITED Through Nimesh Rameshchandra Desai	eChallan	00040572025111877844	MH011884538202526U	1000.00	SD	0006809603202526	19/11/2025
3		DHC		1125186213355	1520	RF	1125186213355D	19/11/2025
4	TECHERA ENGINEERING (INDIA) LIMITED Through Nimesh Rameshchandra Desai	eChallan		MH011884538202526U	500	RF	0006809603202526	19/11/2025

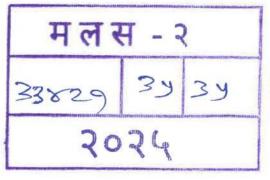
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