

March 10, 2026

National Stock Exchange of India Limited
The Listing Department,
Exchange Plaza,
Bandra Kurla Complex,
Mumbai - 400 051

BSE Limited
Department of Corporate Services,
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai - 400 001

Symbol: URBANCO

Scrip Code: 544515

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

Dear Sir/ Ma'am,

Pursuant to Regulation 3(3) of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, please find enclosed the Amended and Restated Trust Deed of the Urban Company ESOP Trust, set up by the Company for the purpose of administering and implementing the Urban Company Limited Employee Stock Option Scheme 2015.

The aforesaid details will also be hosted on the Company's website viz. <https://investorrelations.urbancompany.com/>

This is for your information and record.

Thanking you,

For **Urban Company Limited**
(Formerly *UrbanClap Technologies India Limited and
UrbanClap Technologies India Private Limited*)

Sonali Singh
Company Secretary and Compliance Officer
Membership No.: A26585

Encl - As above

Urban Company Limited
(Formerly known as UrbanClap Technologies India Limited & UrbanClap Technologies India Private Limited)

REGISTERED OFFICE:

Unit No. 8, Ground Floor,
Rectangle 1, D4, Saket District Centre,
New Delhi, 110017, Delhi, India

CORPORATE OFFICE:

7th & 8th Floor, Go Works,
Plot 183, Rajiv Nagar, Udyog Vihar
Phase 1, Sector 20,
Gurgaon - 122016, Haryana, India

AMENDED AND RESTATED TRUST DEED

THIS AMENDED AND RESTATED DEED OF TRUST is made at New Delhi on the 9th day of March, 2026

BY AND BETWEEN

Urban Company Limited (*formerly known as UrbanClap Technologies India Private Limited*), a company incorporated under the Companies Act, 2013 and having its registered office at Unit No. 08, Ground Floor, Rectangle 1, D4, Saket District Centre, New Delhi 110017 (hereinafter referred to as the “**SETTLOR**”/ “**Company**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).

AND

1. **Mrs. Neha Mathur** D/o Mr. Rameshwar Dayal Mathur, resident of 81/2 Emilia 4(D2) Vatika City Sohna Road, Sector 49, Gurgaon 122018 (hereinafter referred to as the “**TRUSTEE 1**”).
2. **Mr. Rakshit Kapoor** S/o Mr. Dinesh Kumar Kapoor, resident of B 613 Fresh Living Apartment, Vittal Rao Nagar, Gafoornagar Madhapur, KV Ranga Reddy, Telangana-500081 (hereinafter referred to as the “**TRUSTEE 2**”).

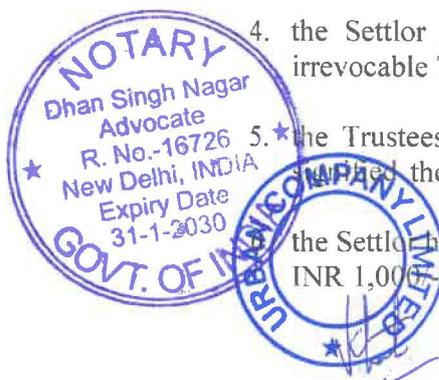
Trustee 1 and Trustee 2 are hereinafter collectively referred to as the “**TRUSTEES**” and individually as “**TRUSTEE**”.

The Settlor and the Trustees may hereinafter be individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

1. The Settlor was desirous of establishing the Trust in accordance with the Trust Act, to have and to hold the Trust Property under an irrevocable trust, exclusively for the benefit of the Beneficiaries, subject to the powers, provisions, discretions, rights and agreements contained in this Trust Deed;
2. the Settlor established the Trust pursuant to a Trust Deed dated October 09, 2023 for facilitating the holding the shares of the Company owned by the persons pursuant to exercise of options granted in accordance with ESOP Scheme, 2015 (*defined herein below*) and any other schemes subsequently framed by the Company for the benefit of the Beneficiaries;
3. the Company currently has ESOP Scheme 2015, approved by the shareholders of the Company;
4. the Settlor has appointed Trustees, to have and hold the Trust Property under an irrevocable Trust, exclusively for the benefit of the Beneficiaries;
5. the Trustees have agreed and consented for entering into this Trust Deed and have granted their consent by agreeing to be parties to and executing this Trust Deed;

the Settlor has, prior to execution of this Trust Deed, transferred to the Trustees, a sum of INR 1,00,000 (Indian Rupees One Thousand only) towards the initial corpus of the Trust,



Rakshit Kapoor

Neha Mathur

the receipt of which sum, the Trustees do hereby admit and hold for the purpose of the Trust; and

7. the Settlor and the Trustees are desirous of simplifying the process for exercise of options for the Beneficiaries (who are now employees of a listed entity), appoint a professional administrator for implementation of the ESOP Scheme 2015 and align the Trust Deed with the SEBI SBEB Regulations (*defined herein below*).

NOW THEREFORE, THIS DEED WITNESSES AND IN CONSIDERATION OF THE REMISES AND THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH HEREIN, THE PARTIES HERETO DO HEREBY AGREE, AND THIS DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS

In this Deed, unless repugnant to the meaning or context thereof, the following expressions have the meaning ascribed to them hereunder:

“**Applicable Laws**” means the central, state and local laws of India or other relevant jurisdiction, including all statutes, byelaws, orders, rules, regulations, executive orders, circulars, guidelines, decrees, policies, judicial decisions, Notifications or other similar directives made pursuant to such laws;

“**Beneficiary/(ies)**” means the employees (and their heirs or nominees in case of death or permanent incapacity of employee(s)) of the Company or its subsidiaries or group companies, who are entitled to receive the shares of the Company pursuant to ESOP Scheme, 2015 and any other employee share-based benefit schemes subsequently framed by the Company. It is hereby clarified that Beneficiaries also include the Trustees who are in full-time employment of the Company;

“**Companies Act**” means the Companies Act, 2013 as amended from time to time and any rules made thereunder;

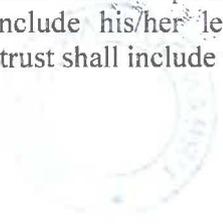
“**Deed**” or “**Trust Deed**” means this Amended and Restated Deed of Trust;

“**ESOP Scheme 2015**” means the Employee Stock Option Scheme 2015;

“**Government authorities**” means any entity, authority or body exercising licensing, executive, legislation, judicial, regulatory or administrative functions of or pertaining to Government, including any government authority, department, agency, commission, board or instrumentality of the Republic of India or any state or other subdivision thereof, or any municipality district or other subdivision thereof;

“**Initial Contribution**” has the meaning ascribed to such term under Clause 2.1.1;

“**Person**” means any individual, partnership, joint venture, firm, corporation, company, association, trust or other enterprise (whether incorporated or not) or Government (central, state or otherwise), sovereign or any agency, department, authority or political sub-division thereof, international organization, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;



“**Primary Issuance**” means issuance of new Shares by the Company to the Trust.

“**Promoter**” shall have the same meaning as defined under Section 2(69) of the Companies Act and / or the Regulation 2(1) of the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulation 2018, as applicable, as may be amended or re-enacted from time to time;

“**SEBI SBEB Regulations**” means the Securities and Exchange Board of India (Shared Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended from time to time;

“**Secondary Acquisition**” means acquisition of existing shares of the Company by the Trust through platform of a Stock Exchange for cash consideration;

“**Trust Act**” means the Indian Trusts Act, 1882;

“**Trust Property**” means the Initial Contribution, and all additions and accretions thereto in any manner.

Explanation: Any and all Shares acquired by the Trust of the Settlor shall be shown as “non-promoter non-public shareholding” in the disclosures to the Stock Exchanges (as required). For clarity, the Shares held by the Trust shall not form part of the public shareholding which needs to be maintained at a minimum of 25% (twenty five percent) as prescribed under the Securities Contracts (Regulation) Rules, 1957;

“**Trust**” means Urban Company ESOP Trust; and

“**Trustee**” means any person whether a natural individual or a corporate entity being appointed as a trustee in this Trust Deed whether in replacement or as a new appointment in accordance with the Applicable Laws, including the SEBI SBEB Regulations.

Explanation: No individual falling in the categories below may be appointed as a Trustee:

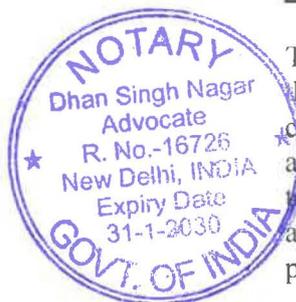
- (i) *Director, key managerial person or Promoter of the Settlor or its group company including its holding, subsidiary or associate company or any relative of such Director, key managerial person or Promoter; or*
- (ii) *Beneficially holds 10% or more of the paid-up share capital or the voting rights of the Settlor.*

2. CONSTITUTION OF THE TRUST

2.1. Creation of Trust

The Settlor hereby declares and confirms that it has settled and transferred to and upon the Trustees, a sum of INR 1,000 (Indian rupees One thousand only), towards the initial contribution of the Trust (“Initial Contribution”) to have and hold the same together with all additions, accruals or accretions thereto and the other Trust Property arising pursuant to operations or conduct of the powers of the Trustees, for the benefit of the Beneficiaries and agree to act on the terms and conditions set out herein and in accordance with the powers, provisions, agreements and declarations herein contained.

The Trust shall be irrevocable and shall not be modified or dissolved in any manner except as provided herein.



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2.2. **Acceptance of Trust**

The Trustees hereby declare and confirm that they shall hold and stand possessed of the Initial Contribution, other Trust Property, upon trust and subject to the powers, provisions, agreements and declarations contained herein.

2.3. **Name of the Trust**

The Trust is called the "Urban Company ESOP Trust".

2.4. **Date of Commencement**

The Trust created under this Deed shall be deemed to be established from October 09, 2023, as restated and amended by this Deed effective from January 2026, and shall continue until it is terminated in accordance with Clause 7.3.

2.5. **Office of the Trust**

The office of the Trust shall be at Unit No. 08, Ground Floor, Rectangle 1, D4, Saket District Centre, New Delhi 110017 or such other place as the Trustees may from time to time decide. All the books of accounts and documents belonging to the Trust shall ordinarily be kept at such office.

2.6. **Objects of the Trust**

The Trust has been established for the following purposes:

- (i) To administer and implement the ESOP Scheme 2015 and all other employee benefit schemes as may be formulated by the Company from time to time and approved by the Nomination & Remuneration Committee ("NRC") of the Company, with the approval of the shareholders of the Company;
- (ii) To acquire, hold, sell, transfer, or deal with, equity shares of the Company solely for the benefit of the Beneficiaries in accordance with the ESOP Scheme 2015 and Applicable Laws;
- (iii) To subscribe to equity shares of the Company through Primary Issuance and /or acquire the equity shares of the Company by way of gift / transfer or through Secondary Acquisition, solely for the purpose of implementation of the ESOP Scheme 2015, in accordance with Applicable Laws;
- (iv) To implement the ESOP Scheme 2015 framed by the Company for the benefit of the Beneficiaries, from a common pool of equity shares, as approved by the board of directors and the shareholders of the Company in terms of Section 62(1)(b) of the Companies Act, 2013 read with the rules thereunder;
- (v) To borrow money or take loans from any person, including the Company, in accordance with Applicable Laws, in order to build the corpus for facilitating the implementation of the ESOP Scheme 2015;
- (vi) To engage service providers / administrators for implementation of the ESOP Scheme 2015 and employees and / or consultants and / or advisors to meet the objectives of the Trust;
- (vii) To hold the Trust Property in trust and administering the same exclusively on behalf of and for the benefit of the Beneficiaries in accordance with the terms contained herein;
- (viii) To facilitate the (cashless) exercise of the options by the Beneficiaries from time to time during open windows as declared by the Company, in accordance with Applicable Laws and other Company policies;
- (ix)



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- (x) To facilitate any corporate actions in respect of the equity shares held by the Trust on behalf of the Beneficiaries;
- (xi) such other activities as may be determined by the Trustees to meet the objective of the Trust and / or which are for the benefit of the Beneficiaries.
- 2.7. It is hereby clarified that the Trust shall not withhold or be held liable for payment of applicable taxes for or on behalf of the Beneficiaries. Notwithstanding anything contained in the Articles of Association of the Company, it is clarified further that the Trust shall have no rights in the Company, including but not limited to, right to attend meetings, voting rights and/ or dividend rights.
- 2.8. The NRC shall be entitled to instruct the Trustees to deal with the Trust Property in a manner required to implement the provisions of any scheme of arrangement/amalgamation/demerger involving the Company and/or any member of the Group and carried out in accordance with applicable Laws. The Trustees shall be bound to deal with the Trust Property in accordance with the instructions of the NRC issued for such purpose.

3. TRUST PROPERTY

3.1. The Trust Properties shall consist of:

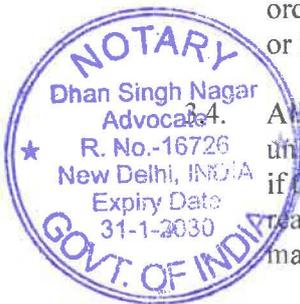
- (i) The amount transferred by the Settlor as Initial Contribution and loan as received from the Settlor from time to time;
- (ii) Any cash, kind, properties, movable and immovable that may be acquired by purchase or otherwise or in any other manner and includes any rights, title or interest in or over any property movable or immovable, including any proceeds from the sale/ transfer of equity shares by the Trust on behalf of the Beneficiaries upon their instructions;
- (iii) All additions and accretions to the Trust Property and the income therefrom;
- (iv) All donations, gifts, legacies or grants, in cash or kind accepted by the Trustees on behalf of the Trust; and
- (v) Funds infused by the Company to meet the day to day and other administrative expenses of the Trust for relevant regulatory compliances.

3.2. The Trust Property shall vest in the Trustees in terms of the provisions of this Trust Deed and the Trustees shall hold the same upon trust for the benefit of the Beneficiaries and for meeting the ordinary expenses of the Trust, subject to the restrictions, powers, provisions, discretion, rights, agreements and declarations contained herein.

3.3. The Trust Property shall be absolutely applied for the objects and purposes of the Trust in accordance with this Deed for the benefit of the Beneficiaries and for meeting the ordinary expenses of the Trust and repayment of loan, and shall not be applied, directly or indirectly, for any purpose or object otherwise than contained herein.

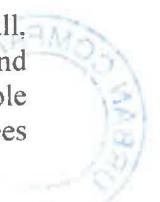
3.4. All documents relating to the investments and assets comprised in the Trust Property shall, unless contrary to Applicable Laws, be entered into and held in the name of the Trust, and if there is any such restriction under Applicable Laws or unforeseeable and uncontrollable reason, then the Trust Property shall be entered into and held in the manner as the Trustees may deem fit for and behalf of the Trust and the Trustees.

3.5. Notwithstanding anything to the contrary, the Trust Property shall not be applied for any purpose other than implementation of the ESOP Scheme 2015 and shall not be used to provide financial assistance, directly or indirectly, to the Company or any shareholder.



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4. TRUSTEES' POWERS AND LIABILITIES

4.1. Powers and functions of Trustees

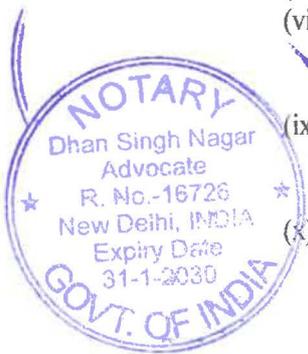
4.1.1. It is hereby declared that the Trustees shall have and always be deemed to have the exclusive ownership of the Trust Property and that the general superintendence, direction and management of the affairs of the Trust and all powers, authorities and discretion appurtenant to or incidental to the purpose of the Trust shall absolutely vest in the Trustees, subject to the provisions of this Deed.

4.1.2. Without in any way limiting the generality of the powers, authorities and discretions conferred under Clause 4.1.1, the Trustees shall, have the following powers:

- (i) to conduct business (either directly or through appointment of suitable service providers and professionals), including the general superintendence, direction, and management of the affairs of the business and all powers, authorities and discretion appurtenant or incidental thereto;
- (ii) to administer the Trust, its properties and affairs and do all the things which will fulfill the performance of the objects for which the Trust is established and for this purpose the Trustee can apply the whole or any part of the Trust property towards the payment of the expenses of the Trust;
- (iii) the income and the properties of the Trust will be solely utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Settlor, or Trustees in any manner;
- (iv) to open one or more bank accounts, demat accounts, trading accounts, *and* operate the same or provide for operation of the said accounts by any among them authorized on their behalf;
- (v) to collect all monies due to the Trust, acknowledgment and give effectual and valid receipts and discharges for the same;
- (vi) to institute, conduct defend, compound, settle, withdraw or abandon any legal proceedings for or on behalf of the Trust or in the name of the Trust or the Trustees and to submit any proceedings or differences for settlement by arbitration;
- (vii) to compromise, settle or abandon any debt or claim due to the Trust;
- (viii) to appoint various professional, advocates, auditors, solicitors, credit rating agencies, registrars, agents, valuers, brokers and any other Persons for the purpose of fulfilling any of the objectives of the Trust;
- (ix) to incur and pay all costs, charges and expenses incidental to the management, administration and execution of the Trust, including the registration of the Trust with Governmental Authorities and / or other authorities;
- (x) to execute the contract, and make all relevant statutory filings in accordance with Applicable Laws, execute share transfer form etc. for sale and purchase of shares of the Company to facilitate transfer of shares to Beneficiaries pursuant to valid exercise of options and not to any Promoter;
- (xi) to execute and furnish documents as may be required for the proper administration and management of the Trust; and
- (xii) to provide instructions to the depositories to transfer shares upon instructions given by Beneficiaries.

4. It is hereby clarified that the Trustees shall not exercise voting rights or participate in any corporate actions in respect of any equity shares held by the Trust, except as strictly required for implementation of the ESOP Scheme 2015.

4.1.4. The Trustees may appoint professional administrators, including but not limited to Qapita Fintech India Private Limited, for administration and implementation of the ESOP Scheme 2015, and to do all such acts as deemed necessary, including but not limited to,



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provision of technology, record-keeping and compliance services for implementation of the ESOP Scheme 2015, provided that such administrator shall not be a trustee or beneficial owner of any equity shares of the Company.

4.1.5. The Trustees shall at all times act in the interest of the Beneficiaries and in accordance with the Companies Act, 2013 and SEBI SBEB Regulations. The Trustees shall not act in any manner or incorporate any provision in the Trust Deed that would be detrimental to the interest of the Beneficiaries.

4.2. Indemnity to the Trustees

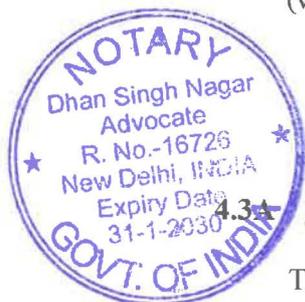
Without prejudice to the Trustee's right of indemnity under law, the Trustees and every advisor, attorney or any other Person(s) appointed by it hereunder shall, subject to the provisions of the Trusts Act, and the provisions of this Deed, be entitled to be indemnified out of the Trust Property in respect of all liabilities and expenses incurred by them in execution of the powers and trusts thereof or of any powers, authorities or discretions vested in them pursuant to these presents, provided, however, the indemnity as aforesaid shall not be applicable to acts or omissions involving gross negligence, willful misconduct or criminal breach of trust on the part of the Trustees. The amount payable by the Trust to Trustees for indemnification will be infused by the Company and will form a part of the Trust Property.

4.3. Duties of Trustees: The Trustees shall:

- (i) at all times, act in a fiduciary capacity and in the interest of the Beneficiaries and ensure that all investments made from and / or out of the Trust Property are made in accordance with the provisions of this Trust Deed;
- (ii) exercise due diligence in carrying out its duties ensure that all transactions entered into by the Trust are properly entered into in accordance with this Trust Deed;
- (iii) not do anything or take up any activity in contravention of the provisions of this Trust Deed, provisions of the applicable governing laws and take all the necessary steps to comply with the Applicable Laws, regulations including compliance with Companies Act, 2013 and Income Tax Act, 1961 and rules framed thereunder;
- (iv) appoint Persons to be authorized to act on the behalf of the Trust in respect of companies in which the trust owns shares or companies otherwise controlled by it;
- (v) to carry out the objects of the Trust;
- (vi) act independently in the interest of the Beneficiaries and shall not be subject to directions of the Company in respect of voting or sale / transfer of shares, except to the extent required for implementation of the ESOP Scheme 2015; and
- (vii) The Trustees shall make disclosures as required under Applicable Laws, rules and regulations including but not limited to the SBEB Regulations, Securities and Exchange Board of India (Substantial Acquisition and Takeover) Regulations, 2011 as amended from time to time and Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time.

4.3.4 Restriction on Transfer

The Trust shall not sell, transfer, pledge or encumber any shares held by it, except to the Beneficiaries pursuant to a valid exercise of options under the ESOP Scheme 2015 and shall not transfer any shares to the Company and/ or the Promoters. Further, the Trust shall undertake only delivery-based transactions for the purposes of Secondary Acquisition, except as permitted by the SEBI SBEB Regulations and the Trust cannot undertake off-market transfer of Shares as permitted under the SBEB Regulations.



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4.3B Surplus shares

Any shares remaining with the Trust after exercise of the options shall continue to be held by the Trust for future grants and shall not be transferred to the Company.

4.3C Cost and expenses

The expenses for the appointment of the administrator may be borne by the Company or the Trust.

4.4. Limitation of liability of Trustees

In addition to the other powers conferred on the Trustees and provisions for their protection and not in any way limiting or derogating either anything contained in this Deed or any statute limiting the liability of the Trustees, it is expressly declared as follows:

- (i) subject to the provisions of this Deed, the Trustees may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or any other expert appointed by the Trustees and shall not be responsible for any loss occasioned by so acting on any such opinion, advice or information;
- (ii) the Trustees shall, as regards all trusts, powers, authorities and discretions hereby vested in it, have the discretion as to the exercise and the mode and time of exercise thereof and in the absence of fraud shall not be responsible for any loss, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof; and
- (iii) the Trustees shall have full powers to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination, bone fide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Trustees), shall be conclusive and binding upon all Persons interested hereunder.

Provided, however, nothing contained in this Deed shall exempt the Trustees from or indemnify it against any liability for breach of trust or any liability by virtue of which any rule or law would otherwise attach to it in respect of any negligence, default to breach of trust which the Trustees may be guilty of in relation to its duties hereunder.

5. **RIGHTS AND LIABILITIES OF THE SETTLOR**

The Settlor shall not be responsible or liable for any loss resulting from the operation(s) or conduct of the Trust, beyond their contribution to the Trust.

6. **ACCOUNTS AND AUDIT**

The Trustees shall maintain and/or cause to be maintained proper books of accounts, documents and records with respect to the Trust Property so as to give a true and fair view of the affairs of the Trust.

FUNCTIONING, TERM AND DISCHARGE OF TRUSTEE

Number of Trustees

There shall be a minimum of two (2) Trustees. The said Trustees shall, subject to the aforesaid limitation on numbers, have the power to appoint additional Trustees.



7.2. Term of Trustees

The Trustee shall hold office as the Trustee of the Trust until the termination of the Trust in accordance with Clause 7.3 or the replacement or removal of the Trustees in accordance with Clause 7.4 or as the case may be, whichever is earlier.

7.3. The Trust shall be terminated by unanimous resolution passed by the Trustees. On or before the expiry of the termination of the Trust Deed, the Trustees shall distribute the Trust Property in accordance with the provisions of this Trust Deed.

7.4. Appointment of Trustees

7.4.1. Any person who meets the eligibility criteria for trustees under the Indian Trust Act may be appointed as a trustee. This will include any employees of the Company and/ or its subsidiaries and affiliates or any third party as deemed fit by the Settlor from time to time.

7.4.2. If any Trustee(s):

- (i) dies or does not remain in existence; or
- (ii) is absent from India for a continuous period of six (6) months without previously informing the other Trustee(s); or
- (iii) expresses his/her desire to be discharged or retire/ resign from the Company; or refuses to continue as a Trustee or becomes unfit or incapable to act; or is adjudged or becomes insolvent; or is convicted for any offence involving moral turpitude, then and in every such case and when and so often, it shall be lawful for the remaining Trustee(s) or the Settlor or their successor to appoint other Person(s) as Trustee(s), with the liberty, upon every such appointment, to increase or decrease the original number of Trustees but such that the number of Trustees shall never be less than two (2) Trustees.

7.4.3. Every new trustee(s) shall have all the powers and authority of the Trustee(s) as more particularly provided for under this Deed and shall be eligible to act in all matters and things relating to the Trust Property, including but not limited to the execution and carrying out of, fully and effectually to all in intents and purposes, the Trust as contained herein as if such new Trustee(s) had been originally appointed as Trustee(s).

7.4.4. On such appointment, the Trust Property shall be handed over to the new Trustee(s) so as to legally vest the Trust Property in such new Trustee(s).

7.4.5. Notwithstanding anything above, the expression "Trustee" or "Trustees" in this Deed shall mean and include Trustee 1 and Trustee 2 and every other Trustee appointed from time to time in the manner contemplated under this Deed.

7.5. Chairman, majority, Managing Trustee and functioning

7.5.1. The Trustees shall have a meeting at least once every year.

7.5.2. The Trustee(s) shall appoint one Trustee from amongst themselves as the Chairman of the Trustees. If at any meeting of the Trustees, the Chairman is not present within thirty (30) minutes of the time appointed for the meeting, the Trustees present shall choose one of the present Trustees to be the Chairman of such meeting.

7.5.3. Decisions taken at the meeting of the Trustees shall be by majority vote and in the



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event the Trustees are evenly split, the Chairman shall have a casting vote, which she/ he shall exercise at his sole discretion.

- 7.5.4. The Trustees shall have the power to appoint, substitute and remunerate such clerical administrative or other staff as the Trustees deem appropriate and delegate to them such powers as they deem fit.
- 7.5.5. The Trustees shall have the power to (but shall not be obliged to) appoint one or more of the Trustees amongst themselves as a Managing Trustee(s) and delegate to such Managing Trustee(s) such of their powers as the Trustees may deem appropriate. From the execution of this Deed, Mrs. Neha Mathur (**Trustee 1**) is appointed as the Managing Trustee of this Trust for execution and signing of any document on behalf of the Trust.
- 7.5.6. The Trustees may from time to time frame and make such necessary rules, regulations and bye-laws not inconsistent with or repugnant to and subject to the provisions hereof and from time to time to add, cancel or alter such rules regulations and bye-laws as the circumstances may require.
- 7.5.7. The quorum for any meeting of the Trustees shall be the presence of any two (2) Trustees. The quorum must be present at the beginning and throughout the meeting. If the meeting with respect to any agenda is not validly constituted as required by this clause, or if such a quorum is not maintained throughout such meeting, then the meeting shall be adjourned, with notice of such adjournment to be provided to the Trustees within five (5) days of such adjournment. The Trustees may participate in the meetings of the Trustees through electronic mode, in a manner consistent with the participation of directors in the meeting of board of directors of a company as per Applicable laws.

7.6. **Powers of new Trustee(s)**

The new Trustee(s) shall have the same powers, authorities and discretion and shall in all respects act and be liable as if they had been originally appointed as Trustee(s) under this Trust Deed.

Amendment to the Trust Deed

The Settlor or Trustees by unanimous decision, and by passing the appropriate resolution to that effect in writing, shall have the right to amend, alter or vary any of the provisions of this Deed, without recourse to the Settlor.

7.8. **Governing law and Jurisdiction**

The Trust hereby created and the provisions of this Trust Deed shall be subject to and be governed by, the laws of India and any dispute arising out of or in connection with this Trust Deed and any other related agreements shall be resolved at Gurugram, Haryana, India.

Confidential Information

Subject to the provisions of Applicable Laws, each Trustee hereby agrees and undertakes that he/she shall not, at any time hereafter use or divulge or communicate to any Person any Confidential Information and shall prevent the publication or disclosure of any Confidential Information. The term "**Confidential Information**" as used in this Deed means (i) any information (whether conveyed in written, oral or



in any other form and whether such information is furnished before, on or after the date hereof) concerning the organisation, business, accounts, finance, contractual arrangements, intellectual property, transactions or affairs of either the Trust, Settlor, Beneficiaries or the respective affiliates, shareholders, directors, officers or employees of any of the foregoing Persons, and/or (ii) any information or materials prepared by a party or its Representatives that contains or otherwise reflects, or is generated from, Confidential Information.

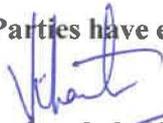
7.10. Severability

If at any time during the subsistence of the Trust Deed, any provision of this Trust Deed is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of this Trust Deed shall not in any way be affected or impaired thereby.

7.11 Notices

Any notice or other instruction to be given or issued under this Trust Deed shall be in writing and delivered by hand, cable, telex, courier, fax or registered post to the registered office address of the Trust set out herein above. A notice served by post shall be deemed to have been served 48 hours after the posting. Provided, however, that any communications shall always be additionally notified by fax to Parties, which are not resident in India.

The Parties have executed this Deed on the date and year first hereinabove written.


For and on behalf of the Settlor (Urban Company Limited)




Trustee 1 (Neha Mathur)




Trustee 2
(Rakshit Kapoor)

ATTESTED


NOTARY PUBLIC
NEW DELHI, (INDIA)

09 MAR 2026