



July 29, 2025

**BSE Limited**

Corporate Service Department,  
1<sup>st</sup> Floor, P. J. Towers,  
Dalal Street,  
Mumbai 400 001

**National Stock Exchange of India Limited**

Exchange Plaza, Bandra Kurla Complex,  
Bandra (E),  
Mumbai 400 051

**Scrip Code:** 504067

**Symbol:** ZENSARTECH

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

Dear Sir/Madam,

Pursuant to Regulation 3(3) of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, ("SEBI Regulations") we wish to inform you that the Company has formed an irrevocable Trust under the name and style of "Zensar Employees Welfare Trust" for the purpose of administration of Zensar Technologies Limited Employee Stock Option Scheme – 2025.

Further, in terms of the aforesaid SEBI Regulations, a copy of the Trust Deed executed between Zensar Technologies Limited and Qapita Equity Tech Limited (formerly known as KP Corporate Solutions Limited) dated July 28, 2025, is enclosed herewith.

Request you to take the same on record.

Thanking you,

Yours sincerely,

For **Zensar Technologies Limited**

**Anand Daga**  
**Company Secretary**



*Encl.: As above*

An  **RPG** Company

## TRUST DEED

THIS INDENTURE OF Trust Deed is made at Pune on 28<sup>th</sup> day of July, 2025 (hereinafter referred to as the “Effective Date”)

BETWEEN

**Zensar Technologies Limited**, a company registered in India under the provisions of the Companies Act, 1956, having CIN: L72200PN1963PLC012621 and having its registered office at Zensar Knowledge Park, Plot No. 4, MIDC Kharadi, Off Nagar Road, Pune 411014, acting through its duly authorized representative Mr. Anand Daga, Company Secretary and Compliance Officer, duly authorized vide Board resolution dated **May 30, 2025** (hereinafter referred to as the “Settlor”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, interest and assigns) of the **ONE PART**;

AND

**Qapita EquityTech Limited (Formerly known as KP Corporate Solutions Limited)**, incorporated under Companies Act, 1956 having CIN: U72200MH1997PLC107907 and with registered office at IndiQube The Kode, 7<sup>th</sup> Floor, Sr. No. 134, Hissa No. 1/38, CTS No. 2265 to 2273, Baner Pashan Link Road, Pune, Maharashtra - 411045, acting through its anyone of the authorized representatives, Mr. Rahul Somani, Mr. Jalaj Sinha, Ms. Manasi Watharkar, Mr. Ketan Navlihalkar and Mr. Devashish Goyal Authorized signatory duly authorised vide its board resolution dated **July 04, 2025** (hereinafter collectively referred to as the “Trustees” and individually as a “Trustee”, which expression shall, unless be repugnant to the context or meaning thereof, be deemed to mean and include all the Trustees from time to time of this Trust, survivors and the legal representatives and executors, administrators and successors of the last of the survivor of the Trustees) of the **OTHER PART**;

### WHEREAS:

- A. The Settlor is engaged in the business of digital solutions and technology services focused on helping businesses with digital transformation. It offers a range of IT services and solutions, operating in segments like Digital and Application Services (DAS) and Digital Foundation Services (DFS), and have a strong presence in the manufacturing, consumer services, and financial services sectors.
- B. The Settlor intends to implement an equity-based employee compensation plans for the benefit of its employees with a view to attract, retain and incentivize them through an irrevocable employee welfare trust.
- C. The Board of Settlor has accorded its consent vide its resolution dated May 30, 2025 to set-up and bring into existence an irrevocable employee welfare trust, namely ‘**Zensar Employees Welfare Trust**’ (“Trust”) in due compliance with the SBEB Regulations and provisions of the Applicable Laws, with a view to administer the Scheme through the Trust.
- D. Upon the proposal of Settlor, the Trustees have consented to act as the first Trustees of the Trust and to accept the Trust under these presents being testified by execution hereof through its authorized representative.

K.S. Nandkekar



- E. The Settlor has handed over to the Trustees a sum of Rs. 10,000/- (Rupees Ten Thousand) either by way of cheque, the payment and receipt whereof the Trustee hereby admits, and acknowledges as initial corpus ("**Initial Corpus**") of the Trust hereby constituted.
- F. The Settlor and the Trustees have agreed to execute this Trust Deed to record herein the nature and scope of their respective rights, duties, and entitlements with respect to the Trust.

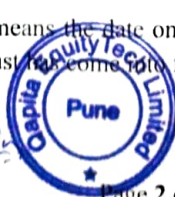
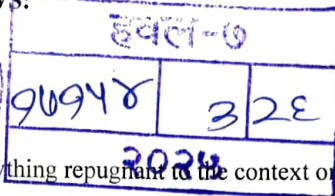
**NOW THIS TRUST DEED WITNESSETH IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Definitions and Interpretation**

**1.1. Definitions**

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

- a) "**Applicable Law**" means the legal requirements relating to employee welfare trusts and employee stock options, employee stock appreciation rights, including, without limitation to, the Indian Trust Act, 1982, the Companies Act and the rules framed thereunder, the Securities and Exchange Board of India Act 1992, the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations 2021 ("**SBEB Regulations**") and all relevant tax, securities, exchange control or corporate laws of India or of any relevant jurisdiction or of any Stock Exchange on which the Shares are listed or quoted.
- b) "**Beneficiary**" shall mean the Employees and such other persons as explained at Clause 8 of this Trust Deed, having such rights and obligations conferred under the Scheme and this Trust Deed as are lawfully available under the provisions of the Applicable Laws and includes, where the context so requires the heirs, executors and administrators of a deceased beneficiary.
- c) "**Board**" shall mean the Board of Directors of the Settlor.
- d) "**Board of Trustee**" means all Trustees existing at any point in time during the Trust Period.
- e) "**Committee**" means the nomination and remuneration committee, or any empowered committee constituted or re-constituted by the Board from time to time, as formulated under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**LODR Regulations**"), to supervise the Scheme comprising of such members of the Board as provided under Section 178 of the Companies Act.
- f) "**Company**" means "**Zensar Technologies Limited**", a company registered in India under the provisions of the Companies Act, 1956, having CIN: L72200PN1963PLC012621 and having its registered office at Zensar Knowledge Park, Kharadi Plot No.4 MIDC, Off Nagar Road, Pune- 411014, Maharashtra.
- g) "**Director**" means a member of the Board.
- h) "**Effective Date**" means the date on which this Trust Deed is executed with effect from which the Trust becomes into force.





- i) **"Employee"** means such personnel as defined under the Scheme, as amended from time to time.
- j) **"Option"** means an employee stock option granted to the Beneficiary, which gives such Beneficiary the right, but not an obligation, to acquire at a future date the Shares underlying the option at a pre-determined price.
- k) **"Option Grantee"** shall have the same meaning as defined in the Scheme, as amended from time to time.
- l) **"Scheme"** means and includes:
- any Share-based employee benefit scheme of the Settlor, introduced from time to time intended to be administered through the Trust, including the **'ZENSAR - Employees Stock Option Scheme 2025'** ("ESOP 2025"/ "Scheme").
  - Any such scheme upon becoming subject matter of the Trust shall be deemed to be an integral part of the Trust.
- m) **"Secondary Acquisition"** means acquisition of existing Shares of the Company by the Trust on the platform of a recognized Stock Exchange for cash consideration.
- n) **"Settlor"** means **'Zensar Technologies Limited'**, a company registered in India under the provisions of the Companies Act, 1956, having CIN: L72200PN1963PLC012621 and having its registered office at Zensar Knowledge Park, Plot #4, MIDC, Kharadi, Off Nagar Road, Pune - 411 014.
- o) **"Shares"** means equity shares of the Settlor as defined in the Scheme.
- p) **"Stock Exchange"** means National Stock Exchange of India Limited or BSE Limited or any other recognized stock exchange in India on which the Company's Shares are listed.
- q) **"Trust"** means this irrevocable trust namely **'Zensar Employees Welfare Trust'** settled through this Trust Deed.
- r) **"Trust Deed"** means this trust deed and deems to include any legally effective variation, modification, amendment, and substitution thereof.
- s) **"Trust Fund"** means the aggregate of the Initial Corpus as referred to in Recital E above, and any income accruing to the Trust, donations, contributions, loans, advances and another amount permissible under law received by the Trust from time to time.
- t) **"Trustee"** means any person whether a natural Individual or a corporate entity being appointed as a trustee in this Trust Deed.
- u) **"Trust Period"** refers to the duration commencing on the Effective Date and continuing until the occurrence of the earlier of (i) the winding-up of the Settlor or otherwise ceases to exist, save and except by virtue of a duly sanctioned scheme of amalgamation or demerger involving the Settlor or any other corporate

reorganization of the Settlor, (ii) the termination or extinction of the Trust, or (iii) if prior to the aforementioned events, subject to the consent of the Settlor, the Trustees unanimously and in strict compliance with the provisions of Applicable Laws and the terms of this Trust Deed, determine that it is in the best interest of the Trust to advance the termination date, in which case, such earlier date shall be specified in writing by the Trustees."

- v) **"Trust Property"** shall include the aggregate of the Trust Fund and all the Shares held by the Trust from time to time.

1.2. **Interpretation**

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

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

2. **Settlement of Trust**

- 2.1. The Settlor hereby settles upon the Trust the Initial Corpus and thereby establishes the Trust under the name of **'Zensar Employees Welfare Trust'** for the benefit of the

*K. S. D. Kulkarni*



Beneficiaries and for the purposes and objects set out in this Trust Deed. The Trust shall be irrevocable in nature.

2.2. For effectuating the said desire and in consideration of this Trust Deed, the Settlor hereby declares that it has prior to the execution of these presents handed over to the Trustees the Trust Property including the Initial Corpus and all the estate, right, title, interest, property, claim and demand whatsoever at law and in equity. The Trustee hereby acknowledges 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 Trust Property upon Trust and subject to the power, provisions, agreements and declarations hereinafter declared concerning the same.

### 3. Name and Principal Office of the Trust

3.1. The Trust hereby established shall be called "Zensar Employees Welfare Trust".

3.2. The principal office of the Trust shall be in Zensar Knowledge Park, Plot No. 4, MIDC, Kharadi, Off Nagar Road, Pune - 411 014 or at such other place in India as the Trustees may from time to time decide.

### 4. Irrevocable Trust

The Trust shall be irrevocable for all the times and the Settlor does hereby release, relinquish, disclaim, surrender and determine all its rights, title, interest or powers in the Trust Property, subject to the provisions of this Trust Deed.

### 5. Objects of the Trust

5.1. The objects of the Trust shall include *inter alia*:

- a) administering, managing, funding and implementing the Scheme introduced by the Settlor from time to time and in accordance with the terms of such Scheme;
- b) acquiring of Shares of the Settlor by subscribing or by purchasing through Secondary Acquisition, for the purposes of this Trust and benefit of the Scheme, in accordance with the Applicable Laws and in consultation with the Committee;
- c) transferring Shares to the Beneficiaries at such stages and upon such terms and conditions in accordance with the terms of the Scheme;
- d) To borrow monies, on such terms and conditions as the Trustee may deem fit, for subscribing to or purchasing the Equity Shares of the Company for the purposes of this Trust;
- e) To repay the loans and other forms of financial assistance provided by the Settlor from the funds available from exercise of Options by Beneficiaries, dividends or any other income of the Trust;
- f) dealing in cash and other assets in accordance with the terms of the Scheme, provisions of this Trust Deed and Applicable Laws; and
- g) performing such other acts, deeds, or things either independently or in conjunction with other matters or objects, as are, in the opinion of the Trustees, incidental or conducive to the welfare of the Beneficiaries or the attainment of any one or more of the objects of the Trust.

K.S. Navdikhe





6.

**Trust Fund and its Application**

6.1.

The Trustees shall hold, and stand possessed of the Trust Fund, including any investment made out of such fund and any accumulation, addition and accretion thereof including dividend on Shares held.

6.2.

If any person shall lend, pay, transfer to the Trustees any sum of money or contribution with the intent that the same shall be held upon the Trust declared by these presents and such sum of money or contribution shall be consolidated with and form one fund with the Trust in all respects as if the same had been originally comprised in the Trust Fund.

6.3.

The Trustees shall hold, pay, apply and deal with the Trust Fund in all respects for the purposes of the Scheme and as therein directed and generally to carry out the provisions of the Scheme.

6.4.

The Trustees shall permit the Trust Fund to remain in cash or deposit the same or any part thereof with any scheduled commercial bank in India or invest in debt mutual funds or in other instruments consistent with the Indian Trusts Act, 1882 and other Applicable Laws, or may acquire therefrom or from borrowings, Shares from the Settlor and other sources as permitted under the Scheme and Applicable Laws.

6.5.

The Trustees shall ensure that the Trust shall not enter into any derivatives contract or purchase or sell or deal in any derivatives product either directly or indirectly or through any broker or any agent in any part of the world and shall undertake only delivery based transactions for the purposes of Secondary Acquisition as permitted under the SBEB Regulations and/or Applicable Laws.

6.6.

Without detracting in any way from the generality of the foregoing, the Trust Fund will be applied for the purpose of distribution at the end of the Trust Period amongst the Beneficiaries or anyone or more of them to the exclusion of the other or others in such proportion and in such manner in all respects as the Trustees may deem fit subject to the instruction of the Committee.

7.

**Trust Property**

7.1.

The Trustees shall henceforth hold and stand possessed of the Trust Property (which expression shall, unless repugnant to the subject or context, also include any other sum of money, property and investments of any kind whatever into which the same or any part thereof may be converted, invested or varied from time to time and those which may be acquired by the Trustees or come to their hands by virtue of this presents or by operation of law or otherwise howsoever in relation to these presents including all donations, gifts, bequests and legacies either in cash or other properties movable or immovable or otherwise, howsoever which may be received by the Trustees from time to time for the purpose of this presents) and all accretions thereto and income including capital gains and dividend arising therefrom or related thereto settled upon the Trust and subject to the powers, provisions, agreements and declarations hereinafter declared and contained concerning the same.

7.2.

The Trustees shall hold the Trust Property for the exclusive purpose of the Scheme. To the extent, any such property in excess of requirement of the Scheme, may be applied for the benefit of all the Beneficiaries or any one or more of them to the exclusion of the other or others in such share and in such manner and in all respects as instructed by the Committee

*K. S. Anil Kumar*



*[Signature]*

## 8. Beneficiaries

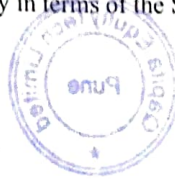
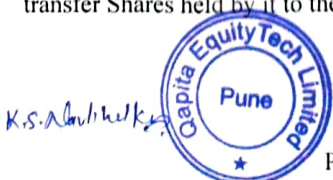
- 8.1. Beneficiaries under this Trust shall mean such persons as defined in Clause 1.1 (b) of this Trust Deed. Subject to the provisions of the Scheme, in the event of any Option Grantee ceasing to be an Employee, he shall *ipso facto* cease to be a Beneficiary of the Trust, except to the extent of benefits accrued to him (or to his legal heir/ nominees in case of his death while in employment) as per specific terms and conditions of the Scheme. Subject to the terms of the Scheme and the advice of the Committee, the Trustees shall add to the list of Beneficiaries of this Trust, the name of any person who is an Employee under the Scheme.
- 8.2. Subject to the Applicable Law, the Trust Fund shall not be liable for any debt of any Beneficiary or be subject of any judgement rendered against any Beneficiary or to the process of any Court in aid of execution of any judgement so rendered.

### a) Rights of Beneficiaries:

- i. Right to information: Beneficiaries, on demand and with notice to the Trust, shall have the right to inspect and take copies this Deed, the audited and unaudited accounts of the Trust, and any other documents relating to the Trust and the Scheme, subject to Applicable Laws..
  - ii. Right to accounting: Beneficiaries, on demand, are entitled to Trust accounts which is a report of all income, expenses, and distributions from the Trust.
- b) Obligation of Beneficiaries: Each Beneficiary in his or her own interest may have a general understanding of the working of the Trust mechanism and the terms of the Scheme.
- c) 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 Company in respect of any Options granted to such Beneficiary, till the Equity Shares are transferred to such Beneficiary upon Exercise of Options issued to him/her.
- d) The beneficial interest of any of the Beneficiaries in the Trust shall not be encumbered, sold, transferred, or subjected to any third-party rights by the Beneficiaries, whether directly or indirectly, in any manner. In particular, the Beneficiaries shall not have the right to transfer, pledge, hypothecate, mortgage or otherwise alienate any Options granted to them under the Scheme(s).

## 9. Details of the Share Based Employee Benefit Scheme

- 9.1. The salient features of the Scheme as referred to in Sub-clause 1.1 (l) of this Trust Deed are:
- a) The Scheme permits the Trust to acquire Shares of the Settlor, utilizing the Initial Corpus, loan or any other amount provided by the Settlor and other Trust Funds, as permissible by law, held or acquired by the Trust from time to time for the purpose of administering the Scheme;
  - b) The Scheme provides for the grant of Options by the Settlor, from time to time, in one or more tranches, to the Beneficiaries, as may be approved by the Committee. The Beneficiaries shall get a right to exercise the Options upon vesting thereof, on payment of exercise price together with the applicable taxes and apply to the Trust for Shares of the Settlor, in terms of the Scheme;
  - c) On realization of the exercise price and recovery of applicable taxes, the Trust shall transfer Shares held by it to the Beneficiary in terms of the Scheme;





- d) The Committee shall supervise the Scheme, whereas the Trust shall undertake the general administration of the Scheme; and
- e) The procedure prescribed by the Committee, may *inter alia* require the Beneficiaries to authorize any person nominated by the Company including the Trust to deal in the Shares arising out of exercise on behalf of the Beneficiaries till the realization of sales proceeds of Shares.

#### 10. Embargo on sale of Shares

In the event the Trust/ Trustee is in possession of Shares of the Settlor, it is not permitted to sell, transfer or otherwise dispose of the same, except in compliance with a direction or permission of the Settlor, as per terms of the Scheme, and in due compliance with the prevailing SBEB Regulations.

#### 11. Trustees

- 11.1. The number of Trustees of the Trust where individuals or one person companies, as defined under the Companies Act, 2013, are appointed as Trustees, there shall be a minimum of **two** such Trustees, and in case a corporate entity is appointed as a Trustee, then it shall be the **sole Trustee**.
- 11.2. The maximum number of Trustees shall not exceed **five** or such other number as the Settlor may decide from time to time.
- 11.3. The continuance of a Trustee in such capacity shall be at the discretion of the Settlor and his appointment as a Trustee shall forthwith be cancelled and his office vacated on receipt of written intimation or such other means of communication such as email, postal mail, or others etc., from the Settlor to this effect, to the concerned Trustee and other continuing Trustees, if any.
- 11.4. If the office of a Trustee is vacated, either by death, insanity, resignation, insolvency, refusal or neglect to act as Trustee or on his otherwise becoming incapable or unable to act in the Trust of these presents, the Settlor shall be under no obligation to fill the vacancy occasioned in respect of any Trustees so removed or any other vacancy in the number of Trustees until it thinks fit and so long as the number of Trustees shall not be less than two and pending the filling-in of any vacancy, the continuing Trustees shall have power to act.
- 11.5. Upon any appointment or re-appointment of a new or additional Trustee, the Trust Property shall if and so far as may be necessary or be required, be deemed to be transferred so that the same may be vested in all the Trustees for the time being (including the re-appointed, new or additional Trustee), and such re-appointed, new or additional Trustee shall have the same powers authorities and discretion as if he had been originally appointed a Trustee of this Trust Deed.
- 11.6. If the Trustees hereby appointed or any of them or any future Trustees shall die or be out of India for more than one year continuously or become bankrupt or insolvent or desire to be discharged or refuse to, or become unfit or incapable to act, then, and in every such case, it shall be lawful for the surviving or continuing Trustees for the time being with the approval of the Settlor, to appoint a new Trustee and upon every such appointment the Trust Property shall (if and so far the nature of the funds or other circumstances shall require or admit) be transferred so that the same shall be vested in the Trustees for the time being.

K.S. Nandhi



*[Signature]*

- 11.7. Without prejudice to relevant provisions of Applicable Law and subject to cognizance of Settlor, a Trustee shall stand discharged from his office on tendering resignation in writing or on the happening of any of the disqualifying events mentioned in sub-clause above.
- 11.8. If the Settlor or any company/ entity into which the Settlor is amalgamated or merged, ceases to exist on account of winding up or dissolution or otherwise, then and in such event, the Trustees of the Trust shall step into the place of the Settlor and such Trustees shall jointly exercise or fulfil as the case may be the rights and obligations cast upon the Settlor in this Trust Deed.

## 12. Formation of Rules and Regulations by Trustees

- 12.1. It shall be lawful for the Trustees from time to time to frame such rules and regulations, in compliance with the Scheme, object of the Trust and Applicable Laws and in consultation with the Committee, for the management and administration of the Trust as they shall think fit and to add, alter, amend, substitute or vary the same and to make new rules and regulations provided that such rules and regulations shall not be inconsistent with the objects and interests of the Trust. However, the Trustees shall not have any power under this clause to vary the Scheme nor this Trust Deed.

## 13. Meetings of Trustees

### 13.1. Quorum in case of more than one Trustee

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

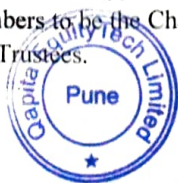
The participation of Trustees in a meeting of the Board of Trustees may be either in person or through video conferencing or other audio-visual means, which are capable of recording and recognizing the participation of the Trustees and of recording and storing the proceedings of such meetings along with date and time.

Provided further that where there is a quorum in a meeting through the physical presence of Trustees, any other Trustee may participate through video conferencing or other audio-visual means.

In case the requisite quorum is not present within half an hour of the meeting, it shall stand adjourned till decided again by the Trustees. The Trustees shall, except with reference to the requirement of quorum, be entitled from time to time to alter or change their procedure as framed or regulated.

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

K.S. Navhale





13.5. The participation of Trustees in a meeting of the Trust may be either in person or through video conferencing or audio-visual means or any other mode, as may be prescribed by the Trustees.

13.6. A resolution also be passed by circulation in writing, signed, whether manually or by secure electronic mode, by majority of the Trustees of the Board of the Trust, for time being entitled to receive notice of a meeting of the Trust, shall be valid and effective as if it had been passed at a meeting of the Trust, duly convened and held.

#### 14. Decisions in a meeting and Committees of Trustees

14.1. Trustees having difference of opinion arising among them in all matters wherein the Trustees shall have a discretionary power, the votes of the majority of the Trustees, for the time being in the matter shall prevail and shall be binding on all the Trustees including the Trustees who may not have voted provided however that if as a result of one Trustee not having voted, or the Trustees shall be equally divided in opinion the matters shall be decided according to the casting vote of the Chairman of the Board of Trustees or the Chairman of the meeting as the case may be.

14.2. The Trustees shall meet together as may be necessary for the purpose of this Trust and all decisions relating thereto taken by a majority of the Trustees present at any meeting of the Trustees of which due notice has been given to all the Trustees shall be as effective for all purposes as if such decisions had been the unanimous, decision of all the Trustees.

14.3. A written minute of decision of Trustees taken in a meeting held in any recognized manner shall if signed by the Chairman of the Board of Trustees or Chairman of the meeting be as effective for all purposes as if such decision had been reached in a duly convened meeting of all the Trustees and will be circulated to the Settlor.

14.4. The Trustees may appoint such committee or committees of the Trustees along with another or others for such purpose or purposes and with such powers and authorities always within the powers and authorities of the Trustees themselves and upon such terms and conditions including in particular the removal of members of any such committee or committees and the appointment of other members in their place as the Trustees shall from time to time decide.

#### 15. Trustees to carry out directions

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 by the Settlor (or any person or persons appointed by the Settlor, including its Board and the Committee) from time to time in relation to any matter with respect to which the Settlor has power under this Trust Deed, under the Scheme, or under Applicable Laws to direct, determine or decide. For removal of doubts, it is clarified that the Board or Committee are empowered and entitled without any further formalities or approvals to give directions and recommendations on behalf of the Settlor under this Clause.

#### 16. Duties of the Trustees

16.1. Notwithstanding anything contained elsewhere in this Trust Deed, the Trust and the Trustees shall always act in accordance with:

- the objects of the Trust;
- the guidelines of the Committee and code of conduct on Insider Trading and other applicable external regulations;





- c) provisions of the Applicable Laws; and
- d) the terms & conditions of the Scheme.

16.2. The Trustees shall at all times act in compliance with the Applicable Laws and in the interest of the Beneficiaries and shall not act in any manner that would be detrimental to the interests of the Beneficiaries.

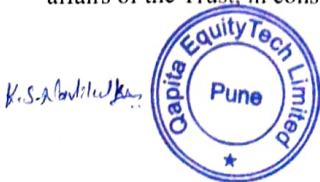
16.3. The Trustees shall facilitate the Beneficiaries for funding for Exercise, as permitted under the Applicable Laws.

16.4. The Trustees shall maintain proper books of accounts of the Trust, and maintain records and documents in relation to the Scheme(s) and any other scheme(s) administered by the Trust, so as to give a true and fair view of the state of affairs of each scheme, as required under law, including the SEBI SBEB Regulations,

## 17. Powers of Trustees

17.1. Subject to the duties mentioned above and in compliance with the Applicable Laws, the Trustees shall have the following powers:

- (a) perform all acts and deeds as required to fulfil the objects of the Trust and to give effect to the provisions of this Deed;
- (b) manage and administer all the affairs of the Trust in accordance with this Deed;
- (c) frame rules for administration of the Scheme(s), as may be specified by the Committee and/or the Board, in compliance with the scheme documents, objects of the Trust and the SEBI SBEB Regulations and all other Applicable Laws;;
- (d) have the powers to administer and implement the Scheme(s);
- (e) the Trust/Trustees in whose name the Shares are, at any time, registered may jointly with the authority of a resolution of the Trustees (in case of more than one Trustee) by deed appoint an attorney or attorneys for the purpose of executing for them or on their behalf any transfers of any such Shares for the purposes of the Scheme and may with such authority revoke such appointments and make new appointments;
- (f) by resolution authorise the manner in which cheques and other documents shall be signed and endorsed on Trust's behalf;
- (g) to appoint, suspend, or dismiss the salaried employee/consultants of the Trust;
- (h) to provide for benefits for the salaried employee/consultants of the Trust, if deemed necessary;
- (i) to hear and deal with complaints pertaining to the affairs of the Trust;
- (j) to hold the Trust Fund and administer the Trust Property and pay all costs, charges and expenses in any way incurred by the Trust, and to have custody of the records, documents, papers, etc. of the Trust, and to examine and check the accounts and other records of the Trust;
- (k) to borrow or obtain loans from any person without liability/limitation to the Settlor, from scheduled commercial banks, financial institutions for the purposes of the Scheme, subject to prior written approval of the Committee;
- (l) from time to time appoint with or without remuneration (as may be determined) managers, secretaries, clerks and other employees as may be deemed expedient for carrying out the objects and purposes of the Trust;
- (m) to make, vary or rescind rules and orders, if any, for the administration of the objects of the Trust and the management, control and maintenance of all properties, moneys, documents and books of account pertaining to the Trust and for the conduct of the affairs of the Trust, in consultation with the Committee;





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at any time and from time to time by power of attorney to appoint any person or persons to be the Attorney or Attorneys of the Trust for such purposes and with such powers, authorities and discretions and for such period and subject to such conditions as the Trustees may from time-to-time think fit;

- (o) to enter into all such negotiations and contracts and rescind and vary all such contracts and execute all acts, deeds, and things in the name and or on behalf of the Trust as the Trustees may consider expedient for or in relation to any of the objects of the Trust;
  - (p) to authorise any agent/employee or consultant appointed whether Trustees or not to sign and execute all contracts, agreements, documents, instruments, deeds and papers whatsoever relating to the administration and affairs of the Trust or otherwise in which the Trust is interested;
  - (q) to institute, conduct, defend, compromise or compound or abandon any legal proceedings or refer to arbitration, dispute, differences, claim, demands or things by or against the Trust or its officers or otherwise concerning the affairs of the Trust and also to compound and allow time for payment or satisfaction of any dues or of any demand by or against the Trust, in consultation with the Committee;
  - (r) to refer any dispute, difference, claims or demand or things relating to any matter in connection with, by or against the Trust to arbitration and to do all other things proper for such purpose and observe and perform the award;
  - (s) to make payments from the Trust Fund for carrying out the objects of the Trust;
  - (t) to appoint sub-committee or sub-committees consisting of such members of their body as they deem fit for such purposes as may be considered necessary with or without powers to co-opt members; and
  - (u) to do such other acts for the furtherance of the objects of the Trust and/ or Scheme to the extent allowed under Applicable Laws, including but not limited to filing documents, making statutory disclosures, as may be required.
- 17.2. The Trustees shall be entitled from time to time to open, operate and maintain one or more accounts with any scheduled commercial bank and to pay money into, hold and draw money from any such account from time to time as deemed fit and to appoint a person or persons to operate all such accounts, subject to compliance with Applicable Laws.
- 17.3. Subject to compliance with Applicable Laws, the Trustees shall be entitled from time to time to open, operate and maintain one or more dematerialized (de-mat) accounts and/or Trading accounts and subscribe, hold and deal in the Shares of the Settlor in the de-mat form in the name of the Trust or in the name of the Trustees or such two or more of them at such Depository or Depositories as the Trustees from time to time decide.

#### 18. Power of the Settlor

The Settlor may subject to the provisions of the Applicable Laws and prior approval of its shareholders at any time make, suspend, extend, or alter the terms of its Scheme in any respect as it thinks fit provided that such alteration or variation shall not be prejudicial to the interests of the Beneficiaries. Any change or modification in the Scheme, shall be intimated to the Trustees.

#### 19. Restrictions on voting

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





## 20. Reimbursement

It shall be lawful for the Trustees to reimburse itself or themselves or pay and discharge out of the Trust Properties all costs, charges and expenses incurred in carrying out these presents or in or about the execution of the Trust or powers under this Trust Deed, as mutually decided between the Trustee and the Settlor and set out in the engagement letter executed for this purpose.

## 21. Liability of Trustees

The Trustee shall not be under any liability on account of any acts done or omitted to be done, including but not limited to investments made by the Trustee, in good faith and with due care and diligence and in accordance with the recommendations of the Committee.

## 22. Records, accounts, and audit

- 22.1. The Trustees shall make arrangements to prepare and keep all necessary account including the accounts of individual Employee's records, transfers and other documents in connection with the operation of the Trust and to generally carry out all administrative work in connection therewith.
- 22.2. The Trustees shall cause to be kept minutes of their proceedings and shall also keep and maintain proper books of account, records, and documents, for each Scheme (if more than one Scheme is subjected to this Trust) so as to explain its transactions and to disclose at any point of time the financial position of each such Scheme and in particular give a true and fair view of the state of affairs of each such Scheme.
- 22.3. On the recommendation of the Settlor, Trustees shall submit the Trust accounts to audit by a practicing chartered accountant or firm of chartered accountants being entitled to audit under the Applicable Laws and as soon as conveniently may be after each such audit deliver copies of the audited accounts to the Settlor.

## 23. Professional advice

The Trustees may act on the advice or opinion of any lawyer, broker, actuary, accountant or other professional whether such advice was obtained by the Trustees or by the Settlor and shall not be responsible for any loss occasioned by their so acting, provided such acts are done in good faith and with due care and diligence.

## 24. Professional charges of Trustees

Any Trustee being a solicitor, accountant or other person engaged in any profession or business shall be entitled to be paid such charges for business transacted, time expended, and acts done by him or any partner of his in connection with the trusts of this Trust Deed including acts which a Trustee not being in any profession or business could have done personally, out of the Trust Properties, as mutually decided between the Trustee and the Settlor and set out in the engagement letter executed for this purpose.

## 25. Removal of Trustees

- 25.1. The Settlor may at any time without any other formality and subject to Applicable Laws-
- (a) remove any person from the office of Trustee;
  - (b) accept the resignation of a Trustee from such position; and
  - (c) appoint new or additional Trustee.

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(d) and the Trustee shall automatically vacate office upon any such written notice served by the Settlor.

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

## 26. Power to amend the Trust Deed

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

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

## 27. Governing Law and Jurisdiction

This Trust Deed shall be governed by and construed in accordance with the Applicable Laws within jurisdiction of India. Subject to provisions of this Trust 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 Trust Deed.

## 28. Notices

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

## 29. Period of Trust and Dissolution

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

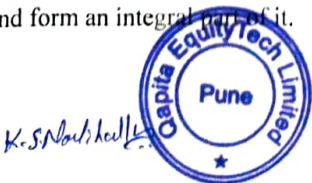
29.2. On dissolution, the Trust Property after satisfaction of all outstanding liabilities, if any, shall be utilized either for any welfare activities pertaining to Beneficiaries or can be transferred to any other employee welfare trust set-up by the Settlor and/or to the Settlor, as may be directed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

## 30. Miscellaneous




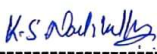


30.1. Words and expressions defined under Applicable Laws, shall prevail over words and expressions defined under the Trust Deed, in case of any conflict.

30.2. In case of any conflict arising between the provisions laid down in this Deed and the provisions of the Scheme or Applicable Laws, the provisions of Applicable Laws or the Scheme (as the case may be) shall override the provisions of this Deed.



30.3. 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.



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

<p>Signed and delivered by the authorized representative Mr. Anand Daga, Company Secretary and Compliance Officer for and on behalf of the Zensar Technologies Limited, in the presence of the following witnesses.</p> <p></p> <p>Signature-----</p>	<p>For SETTLOR</p> <p></p>	<p></p>
<p>Signed and delivered by the Authorized Representative Mr. Ketan Navlihalkar for and on behalf of the Qapita Equitytech Limited (Formerly know as KP Corporate Solutions Limited) in the presence of the following witnesses.</p> <p></p> <p>Signature-----</p>	<p>For TRUSTEES</p> <p></p>	<p></p>

**WITNESSES 1 & 2:**

<p><b>Witness 1</b></p> <p>Signature: </p> <p>Name: Chinmay R. Kulkarni</p> <p>Address: Kothrud, Pune-38</p>	<p><b>Witness 2</b></p> <p>Signature: </p> <p>Name: MANISH TOLAMBIYA</p> <p>Address: MANJARI KHURD, PUNE</p>
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