

Ref No: RML/2021-22/127

Date: September 14, 2021

To,

BSE Limited
Scrip Code: 543228

National Stock Exchange of India Limited
NSE Symbol: ROUTE

Dear Sir/Madam,

Sub: Modification to the Trust Deed

Pursuant to Regulation 3(3) of the SEBI (Share Based Employee Benefits) Regulations, 2014, this is to inform you that the Board of Directors vide circular resolution passed today has approved the amendment to the Trust Deed of Route Mobile Employee Welfare Trust.

The aforesaid modification has been carried out to align the Trust Deed with Part A (Minimum Provisions in Trust Deed) of Schedule – I of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 which came into effect from August 13, 2021.

Accordingly, we are enclosing herewith the copy of the second deed of variation.

You are requested to take the above information on record.

Thanking you,

Yours faithfully,

For Route Mobile Limited

Rathindra Das
Head Legal, Company Secretary & Compliance Officer

Encl: as above



महाराष्ट्र MAHARASHTRA

2021

BD 883728



श्री. सी. टि. आंबेकर

SECOND DEED OF VARIATION

THIS AMENDMENT TO **ROUTE MOBILE EMPLOYEE WELFARE TRUST DEED** made at Mumbai, India this 14th Day of September, 2021 (hereinafter to as the "Second Deed of Variation").

By

- 1) Route Mobile Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 3rd Floor, 4th Dimension, Mindspace, New Link Road, Malad (WEST), Mumbai-400064 (hereinafter referred to as the "Settlor", which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and assigns) of the ONE PART,



महाराष्ट्र MAHARASHTRA

● 2021 ●

BD 883729



श्री. सी. टि. आंबेकर

AND

- 2) Ms. Sushma Gedam D/O Mr. Ramdas Gedam, R/O 102, Bld. No. 3A, Shalibhadra Nagar, B P Road, Bhayander (East), Thane 401105, of Indian Nationality
- 3) Mr. Rakeshkumar Nayak S/O Mr. Raghavendra Nayak, R/O D-13, Matru Krupa Kunj, Behind Ambaji Temple, Carter Rd - 3, Borivali (E), Mumbai 400 066, of Indian Nationality
- 4) Mr. Pratik Joshi S/O Mr. Rohit Joshi, Plot No. 309, Room No.1, Road No.16, Jawahar Nagar, Goregaon (West), Mumbai 400104, of Indian Nationality; and
- 5) Mr. Vinay Binyala S/O Mr. Pramod Binyala, 1201 Rustomjee Adarsh Residency, Adarsh Complex, Off Marve Road, Malad West, Mumbai - 400064, of Indian Nationality

(hereinafter referred to as the "Trustees") of the OTHER PART



महाराष्ट्र MAHARASHTRA

2020

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प्रधान मुद्रांक कार्यालय, मुंबई.
प.म.नि. 1000009
13 JUL 2021
सक्षम अधिकारी

The Settlor and the Trustees are hereinafter individually referred to as a "Party" and collectively as "Parties".

WHEREAS:

श्री. सी. टि. आंबेकर

- By a deed of trust dated December 07, 2017 (hereinafter referred to as the "Original Deed"), Route Mobile Limited, established Route Mobile Employee Welfare Trust ("Trust") in order to promote the welfare of employees by providing employees an opportunity to participate in the growth or prosperity of the Settlor through issue of shares or other securities or warrants which would entitle such employees to apply for shares of the company through the Settlor's Route Mobile Limited Employee Stock Option Plan 2017.
- The Original Deed was amended vide First Deed of Variation dated February 05, 2021 to record the change in composition of the trustees of the Trust.
- The Board of Trustee now propose to amend the clauses/recitals as mentioned under Clause 2 below by way of this Second Deed of Variation.
- Pursuant to the terms of Clause 26 of the Original Deed and the resolution dated September 14, 2021 of the Board of the Settlor, the Board has accorded its approval for the amending the Deed. The Trustees and the Settlor are now desirous of entering into this Second Deed of Variation to effect the amendments in the Deed.

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

NOW ACCORDINGLY, THIS SECOND DEED OF VARIATION HEREBY WITNESSES AS FOLLOWS:

1) DEFINITIONS

All capitalized terms used but not defined herein shall have the same meaning as provided respectively in the Deed, unless specified otherwise. Other capitalized terms used in this Second Deed of variation shall have such meaning given under this Second Deed of Variation.

2) AMENDMENTS

- a) In the Recitals under the heading "WHEREAS", the existing clause (B) shall be substituted with the following:

(B) "The Settlor is desirous of setting up a private trust for implementation of Employee Stock Option Plans viz. Route Mobile Limited - Employee Stock Option Plan 2017 and Route Mobile Limited Employee Stock Option Plan, 2021 ("Plans"), in the name of "Route Mobile Employee Welfare Trust" (hereinafter referred to as the "Trust") giving the employees of the Settlor an opportunity to participate in the growth and prosperity of the Settlor through issue of options which would entitle such employees to acquire / purchase equity shares of the Settlor ("Securities)".

- b) In Clause 19, new clauses 19.2, 19.3 and 19.4 shall be inserted as below:

"19.2 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.

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

19.4 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 Settlor."

- c) In Clause 21, after clause 21.9, new clause 21.10 shall be inserted as below:

"21.10 To frame rules for administration of the scheme(s) in compliance with the scheme documents, object(s) of the trust and these regulations."

3) MISCELLANEOUS

- a) **Governing Law and Jurisdiction**

This Second Deed of Variation and any obligations arising out of or in connection with this Second Deed of Variation shall be governed by and constructed in accordance with Indian law and the courts and tribunals of Mumbai, shall have non-exclusive jurisdiction.

- b) **Suppression**

- i) In the event of any discrepancy, inconsistency or contradiction in terms of the Original Deed and those contained in this Second Deed of Variation, the terms of this Second Deed of Variation shall override and supersede the terms of the Deed to the extent of such contradiction, inconsistency and contradiction.

ii) This Second Deed of Variation is supplemental to the Original Deed and shall form an integral part of the Original Deed, which shall continue to have effect, and be of binding nature in accordance with its terms, as supplemented and/or modified hereby.

SIGNATURE PAGE TO FOLLOW

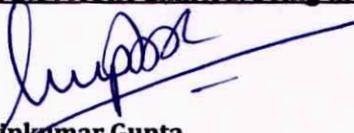


SIGNATURE PAGE

IN WITNESS WHEREOF the Settlor has caused this Second Deed of Variation to be executed the day and year first hereinabove written.

SIGNED AND DELIVERED:

By Route Mobile Limited, being the Settlor


Sandipkumar Gupta
Chairman of the Board of Directors



By the Trustees

1. Ms. Sushma Gedam



2. Mr. Rakeskumar Nayak



3. Mr. Pratik Joshi



4. Mr. Vinay Binyala



Witness:

In the Presence of:

1. Sunny Ganatra



2. AVNI BARAI

