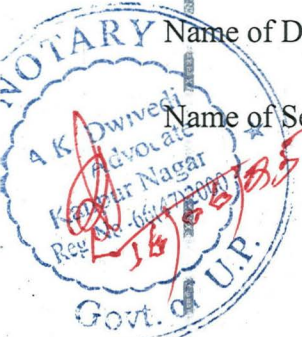
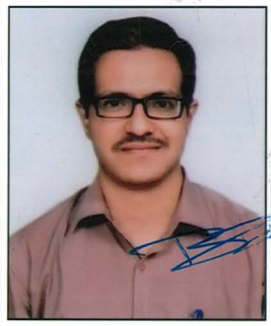


उत्तर प्रदेश UTTAR PRADESH

GG 218087



Name of Document : SUPPLEMENTARY TRUST DEED OF AMENDMENT

Name of Settlor : Ganesh Ecosphere Limited, a Company incorporated under the provisions of Companies Act, 1956 vide CIN L51109UP1987PLC009090, having registered office at Raipur (Rania), Kalpi Road, Distt. Kanpur Dehat, Uttar Pradesh – 209304 through its company secretary Mr. Shri Bharat Kumar Sajani,

Aadhaar No. : \*\*\*\* \* 1333

PAN : AAACG6334N

Mob. No. : 9415000043

For GANESHA ECOSPHERE LTD.  
  
(BHARAT KUMAR SAJANI)  
COMPANY SECRETARY

Name of Trust : **Ganesh Employee Welfare Trust** situated at First Floor of House No. 113/216-B, Swaroop Nagar, Kanpur Nagar.  
Previously registered deed : Trust Deed dated 02/03/2021 was registered in the Office of Sub-Registrar, Zone-II, Kanpur Nagar at Book No.4 Volume 497 at Pages 163 to 218 Serial No. 139 dated 02/03/2021.  
Stamp duty Paid : Rs.100/-  
Note: This Supplementary Trust Deed has been executed in under Clause No. 25 of Original Trust Deed Serial No. 139 dated 02/03/2021.

**SUPPLEMENTARY TRUST DEED OF AMENDMENT**

**OF**

**GANESHA EMPLOYEES' WELFARE TRUST**

This Supplementary Deed of amendment to GANESHA EMPLOYEES' WELFARE TRUST DEED is executed at Kanpur Nagar on this 16<sup>th</sup> day of June, 2025.

By

**Ganesh Ecosphere Limited**, a Company incorporated under the provisions of Companies Act, 1956 vide CIN L51109UP1987PLC009090, having registered office at Raipur (Rania), Kalpi Road, Distt. Kanpur Dehat, Uttar Pradesh – 209304, here-in-after referred to as the "Settlor", representing through Shri Bharat Kumar Sajnani, Company Secretary of the Company, being the Authorized Representative of the Company (which expression shall unless excluded by or repugnant to the subject or context deemed to mean and include his heirs, executors and assigns) of the **FIRST PART**;

**IN FAVOUR OF THE TRUSTEE OF THE TRUST**

1. Shri Nand Kishor Sharma S/o Mahadeo Prasad Sharma, R/o 126/8, Block - S, Govind Nagar, Kanpur Nagar – 208006.
2. Shri Kamal Kumar Jain S/o Chhotey Lal Jain, R/o 4A/5, Dabouli, Kanpur Nagar – 208022;

here-in-after collectively referred to as the "Trustees" (which expression shall unless excluded by or repugnant to the subject or context deemed to mean and include their respective successor or successors in office) of the **SECOND PART**.

For GANESHA ECOSPHERE LTD.



(BHARAT KUMAR SAJNANI)  
COMPANY SECRETARY

**WHEREAS:**

- A) The party hereto of the **FIRST PART** created an Employee Welfare Trust by the name Ganesha Employees' Welfare Trust ("**Trust Name**") vide a Trust Deed dated March 2, 2021 ("**Original Trust Deed**") with the primary object of the Trust being to give benefits to the Beneficiaries in form of Equity based incentive scheme, including but not limited to Employee Stock Option Schemes "ESOS", Restricted Stock Units Schemes "RSUS", Employee Share Purchase Schemes "ESPS", Stock Appreciation Rights Schemes "SARS", General Employee Benefit Schemes "GEBS" or in such other form or manner as may be permitted under any law for the time being in force.
- B) Each of the party hereto of the **SECOND PART** individually and jointly agreed to act as Trustees of the Trust.
- C) The Board of Trustees vide their resolution dated October 28, 2021 have appointed Shri Nand Kishore Sharma (PAN: APTPS0003B) as the new Trustee of Ganesha Employees' Welfare Trust in place of Shri Bhagwati Prasad Sultania, w.e.f. October 28, 2021. Further the Nomination and Remuneration Committee, subject to the authority vested by the Board of Directors of Settlor has given consent for the said appointment pursuant to its Resolution dated October 28, 2021. The Settlor and the Trustees now consider it necessary and appropriate to amend and supplement certain provisions of the Original Trust Deed in exercise of the powers conferred therein in Clause 25 of the Original Trust Deed. Accordingly, this Supplementary Deed is being executed to modify specific clauses of the Original Trust Deed of Ganesha Employees' Welfare Trust, without effecting any material alteration in the overall nature, character, or purpose of the Trust as originally established.
- D) The proposed amendments aim to align the language and incorporate specific provisions in conformity with the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 ("SEBI (SBEB & SE) Regulations, 2021") and take record of other modifications to be made.

**Interpretation Clause:**

- i. The provisions contained in this Supplementary Deed shall be read in conjunction with and form an integral part of the Original Trust Deed.
- ii. It is hereby clarified that any clauses inserted, altered, replaced or substituted under this Supplementary Deed are intended to supplement and not override the provisions of the Original Trust Deed, except to the extent expressly stated.
- iii. For interpretative consistency, the new provisions mentioned in this Supplementary Deed might not follow the exact clause numbering of the Original Trust Deed but

For GANESHA ECOSPHERE LTD.

  
(BHARAT KUMAR SAJNANI)  
COMPANY SECRETARY



*should clearly refer to (or be linked with) the relevant existing clauses of the Original Trust Deed for interpretation and application.*

- iv. *The Settlor and the Trustees expressly affirm that the objective of this Supplementary Deed is to introduce specific provisions, while maintaining the integrity and continuity of the Original Trust Deed in its existing format.*

**THE ORIGINAL TRUST DEED IS AMENDED AS FOLLOWS:**

**1. Change in the Trustee(s) of the Ganesha Employees' Welfare Trust:**

**a) Previous Trustee as per Original Trust Deed who has served his resignation is as follows:**

- 1) Shri Bhagwati Prasad Sultania, S/o Sri Niwas Sultania, R/o 507, 2nd Floor, Ashoka Enclave – 3, Sector 35, Kanishka Residency, Faridabad, Haryana – 121003.

**b) New Trustee appointed in place of previous Trustee is as follows:**

- 1) Shri Nand Kishor Sharma S/o Mahadeo Prasad Sharma, R/o 126/8, Block - S, Govind Nagar, Kanpur Nagar – 208006.

**2. Substitution of term SEBI (SBEB) Regulation 2014 reference:**

The term SEBI (SBEB ) Regulation 2014 is the erstwhile Regulation which now stands repealed, therefore the said term will be substituted with SEBI (SBEB & SE) Regulations 2021 under the Original Trust Deed wherever appearing.

*All the reference of the "SEBI (SBEB) Regulations / Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014" is replaced with the term "SEBI (SBEB & SE) Regulations / Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021" in Clause 1(c), Clause 1(k), Clause 8(vi), Clause 23 (g), Clause 26 (a), Clause 33, Clause 37 (iii), Clause 41 and Clause 57 of the Original Trust Deed.*

**3. Insertion of Definition of the "Secondary Acquisition" under Clause 1(ha) after existing clause 1(h) in the Original Trust Deed, which reads as follows: –**

**The term was not defined in the Original Trust Deed; therefore, in order to ensure clarity and regulatory alignment, the definition has now been incorporated in accordance with the provisions of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 ("SEBI (SBEB & SE) Regulations, 2021").**

**The below term have been inserted:**

**"Secondary Acquisition" means acquisition of existing shares of the Company by the Trust on the platform of a recognised Stock Exchange for cash consideration.**

For GANESHA ECOSPHERE LTD.

(BHARAT KUMAR SAJNANI)  
COMPANY SECRETARY

**4. Insertion of Clause 8( ii a) after existing clause 8 (ii) in the Original Trust Deed, which reads as follows:**

*“To sell the requisite number of Shares of the respective Grantees (in case of cashless exercise of options) to fund the payment of the exercise price, the amount necessary to meet his/her tax obligations and other related expenses pursuant to exercise of options granted under the Scheme and transfer the remaining shares if any, to the grantee in accordance with the terms and conditions of the Scheme.”*

**5. Insertion of Clause 23( g a) after existing Clause 23 ( g ) in the Original Trust Deed which shall read as follows:**

*“To execute the Cashless Exercise as may be prescribed in the relevant Employee Benefit Scheme, for the Beneficiary(s) to sell the requisite Shares to fund the payment of exercise price, applicable taxes and other amount if any pursuant to exercise of options granted under the relevant Employee Benefit Scheme, and transferring the remaining Shares to the Beneficiary(s) if any, in accordance with the terms and conditions of the relevant Employee Benefit Scheme”.*

**6. Deletion and substitution of Clause 47 of the Original Trust Deed, which now read as follows:**

The Trust shall transfer the Shares (in case of Cash Exercise)/remaining Shares (in case of Cashless Exercise) to the Beneficiaries in the manner specified in the Trust Deed or as specified by the Committee from time to time. The Trustee(s) of the Trust shall administer the transfer of Shares (in case of Cash Exercise)/remaining Shares (in case of Cashless Exercise) to the Beneficiaries as per the directions of the Committee and as stipulated in the particular Employee Benefit Scheme.

**7. Deletion and substitution of Clause 50 (b) of the Original Trust Deed, which now reads as follows :-**

In the event of dissolution of Trust in accordance with Article 50 (a):

- i. The Trust Fund shall first be applied towards repaying the Loans, if any.
- ii. The remainder of the Trust Fund shall be used to meet all liabilities of the Trust.
- iii. The remainder of the Shares in the Trust Fund, if any, may be transferred to any other Employee Benefit Scheme in accordance with SEBI (SBEB & SE) Regulations.

For GANESHA ECOSPHERE LTD.

(BHARAT KUMAR SAJNANI)  
COMPANY SECRETARY

iv. The remaining amount shall be utilised in the following manner, in consultation with the Settlor:

- a) It may be distributed to one or more, or all, of the Beneficiaries—whether currently employed or previously associated with the Company—in equal or unequal proportions, and on such terms and conditions as may be deemed appropriate.
- b) It may be utilised for the welfare of the Company's employees, including but not limited to the provision of loans, medical facilities (free or subsidized), retirement benefits, educational support, housing assistance, and other employee welfare initiatives.
- c) It may be transferred to any other trust established by the Company that is engaged in Employee Benefit Schemes and/or Employee Welfare activities.

**8. Deletion and substitution of Clause 55 in the Original Trust Deed, which now read as follows:**

In case of cashless exercise of an Employee Benefit, if applicable, the Trust shall have the right to deduct any charges, taxes, levies or any dues to be paid by the Beneficiary and Transfer the remaining Shares if any, in accordance with the terms and conditions of the Scheme.

**9. Insertion of Clause 57 A after existing clause 57 in the Original Trust Deed, which reads as follows :-**

*"Where the Trust acquires shares from secondary market, all the provisions under SEBI (Share Based Employee Benefit and Sweat Equity) Regulations, 2021 (herein referred to as "SEBI (SBEB & SE) Regulations, 2021") in this regard, will be applicable accordingly."*


Except above stated substitutions/ Insertions, all the other conditions mentioned in the Original Trust Deed dated 2<sup>nd</sup> March, 2021 shall remain in full force and effect.

For GANESHA ECOSPHERE LTD.

(BHARAT KUMAR SAJNANI)  
COMPANY SECRETARY

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY

<p><b>THE SETTLOR</b>  <b>For Ganesha Ecosphere Limited</b></p> <p>For GANESHA ECOSPHERE LIMITED</p>  <p>(BHARAT KUMAR SAJJANI)  <b>COMPANY SECRETARY</b></p> <p><b>Bharat Kumar Sajjani</b>  <b>(Company Secretary – cum – Compliance Officer)</b></p>
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In the presence of:

Witness 1



Signature:

Name: Raghav Agarwal  
S/o Sri Ajay Agarwal

Address: 204 Shiv Ratan Estate,  
Parvati Bangla Road, Rave-3,  
Bhairav Ghat, Kanpur Nagar –  
208002

Aadhaar No. \*\*\*\* \* 6346  
Mob. No. 8604656564

Witness 2



Signature:

Name: Anshuman Singh  
S/o Sri Prateep Singh

Address: 125 A/16 Barra-2,  
Kanpur Nagar – 208027

Aadhaar No. \*\*\*\* \* 2777  
Mob. No. 9044190190

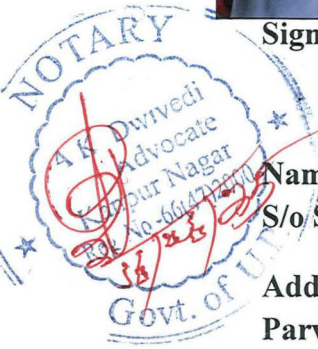
Drafted by me


  
**Shyam Sunder Gaur**  
Advocate

Civil Court Compound,  
Kanpur Nagar.

**IDENTIFIED BY**

*Shyam Sunder Gaur*  
Reg. No. 2835/04 Advocate  
Civil Court Compound, Kanpur Nagar  
Mob. 9839371365  
E-mail:shyamsundergaur30@gmail.com



Presented before me Today by  
through Mr. Company Secy Mr. Bharat Kumar Sajjani  
who is identified by Sri.   
Verified by Identification  
Date: 16/06/2025  
A.K. Dwivedi  
Notary Kanpur Nagar