



Ref. No. GIL/CFD/SEC/19/073/SE

22nd November 2018

BSE Limited
Phiroze Jeejeebhoy Towers,
25th Floor
Dalal Street,
Mumbai 400 001.

The National Stock Exchange of India Ltd
Exchange Plaza
Bandra-Kurla Complex
Bandra East
Mumbai 400051.

Dear Sirs,

Sub: Submission of Trust Deed as per Regulation 3(3) of SEBI (Share Based Employee Benefits) Regulations, 2014.

The Grasim Industries Limited Employee Stock Option Scheme 2018 formulated in accordance with the SEBI (Share Based Employee Benefits) Regulations, 2014 has been approved by the Board of Directors at its meeting held on 14th August 2018 and by the shareholders of the Company at the Annual General Meeting held on 14th September, 2018.

As required under Regulation 3(3) of SEBI (Share Based Employee Benefits) Regulations, 2014, a copy of the duly executed trust deed between Grasim Industries Limited and Grasim Employees' Welfare Trust is submitted herewith.

Please take the above on record.

Thanking You

Yours Faithfully
For Grasim Industries Limited

Hutokshi Wadia
President & Company Secretary

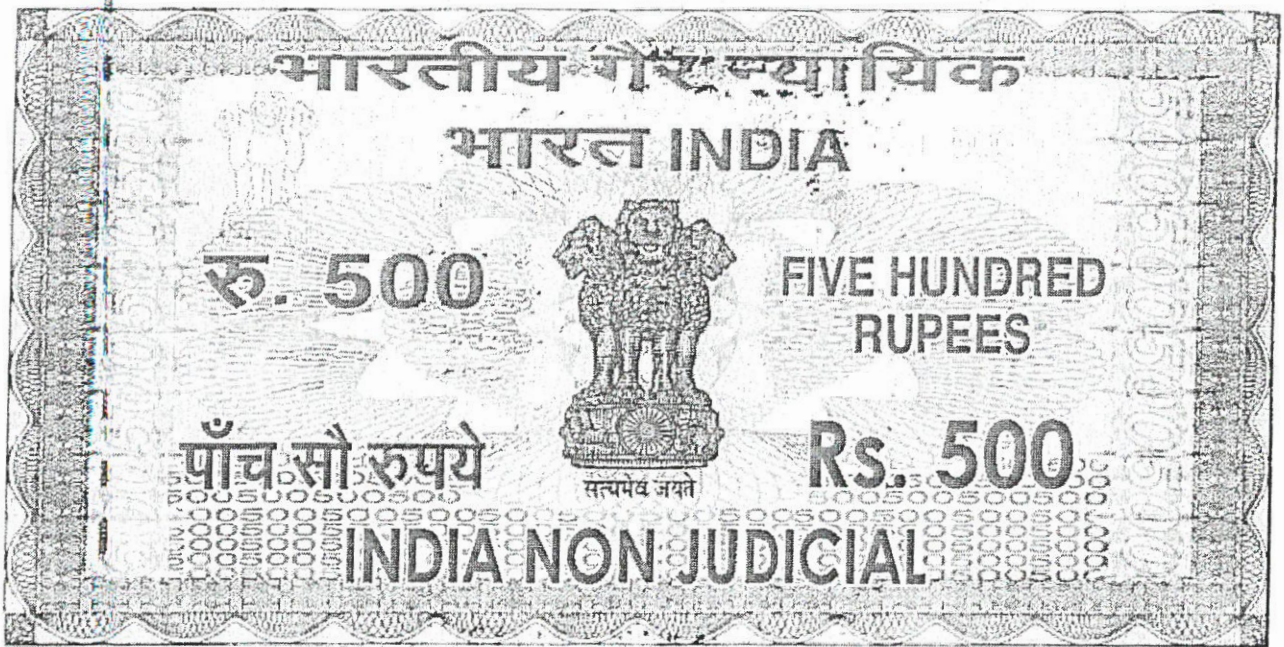


Encl: As Above

c.c. : **Luxembourg Stock Exchange**
Market & Surveillance Dept.,
P.O. Box 165, L-2011 Luxembourg,
Grand Duchy of Luxembourg, EUROPE

Citi Bank N.A.
Depository Receipt Services
388 Greenwich Street, 14th Floor
New York, NY 10013

Citi Bank N.A.
Custodial Services
FIFC, 11th Floor, C-54 & 55, G Block
Bandra Kurla Complex Bandra (East),
Mumbai 400 051



महाराष्ट्र MAHARASHTRA

2018

AK 889687

प्रधान मुद्रांक कार्यालय, मुंबई
प.म.वि.क्र. ८०००००९
16 OCT 2018
सहायक अधिकारी

INDENTURE OF TRUST

THIS INDENTURE OF TRUST is executed this 31st day of October 2018, entered into:

BY AND BETWEEN:

1. **Grasim Industries Limited**, a company, incorporated under the provisions of Gwalior Companies Act (1 Samvat 1963) and now deemed to be incorporated under the Companies Act, 2013 under Corporate Identity No. L17124MP1947PLC000410 and having its registered office at Birlagram, Nagda, District Ujjain, Madhya Pradesh – 456 331 and Corporate Office at Aditya Birla Centre, 'A' Wing, 2nd Floor, S.K. Ahire Marg, Worli, Mumbai 400 030, India (the "Settlor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**; and
2. (a) **Mr. Anil Malik**, age 55 years, working at Hindalco Industries Limited, Birla Centurion, Pandurang Budhkar Road, Worli, Mumbai – 400030,
(b) **Mr. Chandrashekhar Vitthal Chavan**, age 45 years, working at Aditya Birla Fashion And Retail Limited, 7th Floor, Skyline Icon Business Park, 86/92, off Andheri Kurla Road, Marol Village, Andheri (E) Mumbai 400059 (c) **Mr. Indrajit Pathak**, age 56 years,

CERTIFIED TRUE COPY
FOR GRASIM INDUSTRIES LIMITED

HUTOKSHI WADIA
COMPANY SECRETARY

CERTIFIED TRUE COPY
For Grasim Employees' Welfare Trust

Trustee



महाराष्ट्र MAHARASHTRA

2018

AK 889688

प्रधान मुद्रांक कार्यालय, मुंबई।
प.मु.ति.क. ८००००९
16 OCT 2018
सक्षम अधिकारी

श्री. दि. क. गवई

working at Hindalco Industries Limited, Birla Centurion, Pandurang Budhkar Road, Worli, Mumbai- 400 030 and (d) Mr. Ashok Ramachandran, age 52 years, working at Aditya Birla Management Corporation Pvt. Ltd., Aditya Birla Centre, S. K. Ahire Marg, Worli, Mumbai 400 030 (the "Trustee" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the OTHER PART.

The Settlor and the Trustee shall hereinafter jointly be referred to as the "Parties" and severally as a "Party".

WHEREAS:

1. The Settlor is a public limited company undertaking the business of manufacture of viscose staple fibre (VSF), viscose filament yarn, caustic soda, chlor-alkali and allied chemicals, epoxy resins, textiles, fertilizers, seeds, agro chemicals and insulators and employing various persons for undertaking such business. The equity shares of the



CERTIFIED TRUE COPY
For Grasim Employees' Welfare Trust


Trustee

Settlor are listed on BSE Limited and the National Stock Exchange of India Limited (collectively, the "Stock Exchanges").

2. The Settlor intends to establish a trust for implementing a share based benefits scheme for its employees in accordance with the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, as amended (the "SEBI Regulations").
3. The Settlor has, on or before the execution of this instrument, transferred to the Trustees a sum of Rs. 10,000/- (Rupees Ten Thousand only) (the "Initial Corpus") towards the initial settlement of Grasim Employees' Welfare Trust (the "Trust"). The Trustees hereby admit and acknowledge the receipt of the Initial Corpus and that the Initial Corpus shall be applied and governed by the terms and conditions of this Indenture (as hereinafter defined).
4. In the light of the above, the Settlor is settling the Trust as an irrevocable trust under the provisions of the Indian Trusts Act, 1882, through this Indenture of Trust (the "Indenture") for the aforesaid purpose. The Trustees shall act as the trustees of the Trust in accordance with the terms and conditions contained in, and as is testified by, the execution of this Indenture.
5. Any term not defined under this deed, but defined in the Grasim Industries Limited Employees Stock Option Scheme, 2018 (the "Scheme 2018") shall have the meaning assigned to it under the Scheme 2018.

NOW THIS INDENTURE OF TRUST WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Trust shall be for the benefit of employees of the Settlor and its present and future subsidiary companies (the "Beneficiaries"). For the purpose of this Indenture, the term "employee" shall have the meaning ascribed to it under the SEBI Regulations.
2. The objects of the Trust shall be as follows:
 - (a). To purchase or to otherwise acquire and hold investments including, in particular, equity shares and other securities of the Settlor, for the benefit of the Beneficiaries, and such acquisition may be funded either out of the corpus of the Trust or by providing interest free funds or provision of money in any form as maybe decided by the Settlor, or in any other manner or by way of loans availed by the Trust from other lenders or in any combination thereof, in accordance with applicable laws. The Settlor agrees to provide security in the form of guarantee, in accordance with applicable laws, in the event of loans availed of by the Trust from other lenders;



CERTIFIED TRUE COPY
For Grasim Employees' Welfare Trust


Trustee

- (b). To operate one or more schemes for providing to the Beneficiaries incentives/ motivation for better performance and retention, including, in particular, to operate schemes, offering right to acquire shares and other securities of the Settlor held by the Trust on such terms and conditions as are considered appropriate and in line with the relevant scheme documents;
 - (c). To operate stock option, or other similar plans for providing share based benefits to the Beneficiaries;
 - (d). to repay the loans and other forms of financial assistance to the settlor from the funds available from exercise of stock options by Employees, dividends or any other income of the trust;
 - (e). To distribute the income and/or corpus amongst the Beneficiaries; and
 - (f). To sell, dispose of, transfer, assign, charge or pledge any properties comprising the funds of the Trust (the "Trust Fund"), as permitted under applicable laws, including to any individual or to another trust or any body corporate.
3. The Trust shall administer the Grasim Industries Limited Employees Stock Option Scheme, 2018 (the "Scheme 2018"), or any subsequent stock option scheme as approved by the Board and shareholders of the Settlor for the Beneficiaries, in accordance with applicable laws, (including the Indian Trusts Act, 1882 (the "Trusts Act"), the SEBI Regulations) and as recommended by the Nomination and Remuneration Committee of the Settlor.
4. On the date of dissolution of the Trust, the Trustee shall pay, transfer and hand over the Trust Fund and all undistributed income, if any, for repayment of outstanding loan, if any, and subsequently, for distribution to employees as recommended by the Nomination and Remuneration Committee of the Settlor.

In this clause and for the purpose of this Indenture, the "date of dissolution" shall mean the earlier of:

- (i). The date of expiry of a period of one year from the date of the death of the last of the Beneficiaries from amongst the Beneficiaries of the Trust as at 31st October 2018 or such other Beneficiaries as may be decided by the Nomination and Remuneration Committee of the Settlor; or
- (ii). The date on which the Settlor is wound up (or otherwise ceases to exist), save and except by virtue of a duly sanctioned scheme of amalgamation or arrangement involving the Settlor, corporate reorganisation of the Settlor or corporate

4



CERTIFIED TRUE COPY
For Grasim Employees' Welfare Trust

Trustee

reorganisation of the companies comprised in Aditya Birla Group of Companies, a list of which will be maintained with the Company Secretary of the Settlor; or

- (iii). The date on which, in the opinion of the Trustee or Trustees, if more than one, unanimously, the objects and purpose of the Trust are completely fulfilled or fulfilment of the objects and purpose of the Trust becomes impossible by destruction of Trust Fund or otherwise.
5. The name of the Trust shall be "Grasim Employees' Welfare Trust". The Trust shall be an irrevocable trust.
6. The rights and obligations of the Beneficiaries shall include the following:
- (i). The Beneficiaries shall have the right, with notice to the Trust, to inspect and take copies of this Indenture, the audited and unaudited accounts of the Trust and any scheme related and other documents relating to the Trust, in accordance with the Trusts Act.
- (ii). None of the Beneficiaries shall have the right to receive any dividend, or to vote, or to enjoy any other benefits available to a shareholder of the Settlor in respect of any stock options granted to such Beneficiary, till equity shares of the Settlor are transferred upon exercise of stock options issued to such Beneficiary.
- (iii). Subject to applicable laws, the Trust Fund shall not be liable for any debt of any Beneficiary, or be subject to any judgment rendered against any Beneficiary, or to the process of any court in aid of execution of any judgment so rendered.
- (iv). Subject to applicable laws, 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, to any extent and in any manner whatsoever. In particular, the Beneficiaries shall not have the right to transfer, pledge, hypothecate, mortgage or otherwise alienate any stock options granted to them by the Trust and or the Nomination and Remuneration Committee of the Settlor.
- (v). In addition to the above, the Trustees shall have the power to prescribe any other rights, and obligations of the Beneficiaries, in accordance with applicable laws, and may also seek the recommendations of the Nomination and Remuneration Committee of the Settlor, in this regard.
7. It shall be the duty of the Trustees to undertake the objects of this Indenture, and to act in the interest of the Beneficiaries and subject to provisions of the SEBI Regulations, the Trustees shall not act in any manner or include any provision in this Indenture that would be detrimental to the interests of the Beneficiaries.

The provisions of this Indenture may be amended/ varied by the Trustees, with the prior written consent of the Settlor. The Trustees shall have discretion in respect of



AR
5
[Handwritten signatures]

CERTIFIED TRUE COPY
For Grasim Employees' Welfare Trust
[Handwritten signature]
Trustee

investment of the Trust Fund and shall be entitled to make such investments as they may deem fit for the purposes of the objects of this Indenture, in accordance with applicable law. The Trust Fund shall not be used for any other purposes but for undertaking the objects of this Trust.

8. The Trustees shall have all requisite powers for the administration and execution of the Trust and all matters connected with it, including but not limited to the following, in accordance with applicable laws:
- (a). Opening and maintaining in the name of the Trust or in its own, bank account(s) and demat accounts, and operating on the same or authorising any other person to operate the same;
 - (b). Employing employees, agents, brokers, lawyers, accountants and others at such remuneration as they may think fit;
 - (c). Delegating any power that they can lawfully delegate to any person and to execute such power of attorney as they may think fit for the purpose;
 - (d). Withdrawing any power and revoking any appointment of any employees or attorneys;
 - (e). Accepting deposits, availing funds, provision of money, borrowing money (including from the Settlor) or assets/investments, etc. for the purposes of the Trust;
 - (f). Where the Trust has been allotted or otherwise acquired shares or other securities from any company or body corporate (herein referred to as the "Allotting Company") in consideration for the transfer of any asset, business or undertaking along with respective employees of the Settlor to such Allotting Company, pursuant to any scheme of arrangement or other agreement or arrangement, the Trustees are empowered to transfer such shares or securities to any employee stock option trust ("ESOP Trust") (or pending establishment of such ESOP Trust, directly to the employees of such Allotting Company), for the benefit of employees of such Allotting Company, without any additional consideration;
 - (g). Framing rules for administration of the scheme(s) administered by the Trust, in compliance with the scheme documents, object of the Trust and the SEBI Regulations and other applicable laws or administer the schemes in accordance with the guidelines set out in the scheme documents or as may be specified by the board of directors of the Settlor (including a duly constituted and authorised committee thereof), in accordance with applicable laws;
 - (h). Undertaking secondary acquisition of shares in accordance with and subject to the provisions of the SEBI Regulations; and



6

CERTIFIED TRUE COPY
For Grasim Employees' Welfare Trust


Trustee

Maintaining proper books of accounts of Trust, and maintaining records and documents for each scheme administered by the Trust, so as to explain its transactions and to disclose at any point of time the financial position of each scheme and in particular give a true and fair view of the state of affairs of each scheme, as required under law, including the SEBI Regulations.

9. The Trustee shall be entitled to be remunerated out of the Trust Fund for the activity carried on by it for acting as trustees of the Trust, the amount of such remuneration being determined by the Settlor.
10. It shall be lawful for the Trustee for the time being of these presents to reimburse themselves or himself or herself or itself and to 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 of these presents.
11. The Trust shall not sell any equity shares or other securities held by it in the secondary market, or deal with the equity shares or other securities, except as permitted under the SEBI Regulations and Companies Act, 2013, as amended from time to time.
12. The Trust shall not deal in derivatives and shall undertake only delivery based transactions for the purposes of secondary acquisition, except as permitted by the SEBI Regulations.
13. The Trustees shall not vote in respect of the equity shares held by the Trust, except as permitted under the SEBI Regulations and other applicable laws.
14. The Trust may undertake off-market transfer of equity shares as permitted under the SEBI Regulations and Companies Act, 2013, as amended from time to time.
15. If the Settlor or any other persons shall pay or transfer to the Trustees any other money or property to the intent that the same shall be held upon the Trust declared by these presents, such other money or property 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.
16. The Settlor or any successor of the Settlor shall be entitled from time to time to appoint new trustees in substitution or in place of the existing Trustees or to appoint additional trustees or trustees and such new or additional trustees may be an individual, bank, company or corporation.
17. The Trustees shall be chargeable only for such properties, monies, stocks, shares, funds, and securities as it shall actually receive, notwithstanding it aligning any receipt for the sake of conformity and shall be answerable and accountable only for its own accounts, receipts, neglects or defaults and not for those of each other nor for any banker, broker, auctioneer or other person with whom or into whose hands any Trust properties, monies, stocks, shares, funds or securities may be deposited or come nor for the



CERTIFIED TRUE COPY
For Grasim Employees' Welfare Trust


Trustee

insufficiency or deficiency of any properties, nor for any other loss unless the same shall happen through its wilful default.

IN WITNESS WHEREOF the Settlor hereto has set its seal and the Trustees have hereunto set their respective hands the day and the year first hereinabove written.

The common seal of the within-named Settlor, Grasim Industries Limited was affixed pursuant to the Board Resolution dated 14th August 2018, in the presence of Mr. Sushil Agarwal, Whole-time Director & CFO of the Company in the presence of Hutokeshi Wadgaonkar

Sushil

Hutokeshi Wadgaonkar

SIGNED AND DELIVERED by the within-named Mr. Anil Malik, in the presence of Nancy Noronha

AM

Nancy Noronha

SIGNED AND DELIVERED by the within-named Mr. Chandrashekhar Chavan, in the presence of Neha Sharma

Neha S

Chandrashekhar Chavan

SIGNED AND DELIVERED by the within-named Mr. Indrajit Pathak, in the presence of Umesh Ch. Parikh

Umesh Ch. Parikh

Indrajit Pathak

SIGNED AND DELIVERED by the within-named Mr. Ashok Ramachandran, in the presence of Hutokeshi Wadgaonkar

Hutokeshi Wadgaonkar

Ashok Ramachandran



CERTIFIED TRUE COPY
For Grasim Employees' Welfare Trust

[Signature]
Trustee