

22 March, 2016

The Listing Manager
National Stock Exchange of India Limited
Exchange Plaza, Plot No.C/1, G Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai 400 0 01

Dear Sirs,

SUB: Submission of Deeds of Mphasis Employee Benefit Trust and Mphasis Employees Equity Reward Trust (Previously BFL Employees Equity Reward Trust)

We refer to the Regulation 3(3) of the SEBI (Share based Employee Benefits) Regulations, 2014 and enclose certified true copy of the following trust deeds:

- 1) Mphasis Employee Benefit Trust Deed dated 9 July,2010
- 2) Mphasis Employee Benefit Trust Deed as amended on 21 March,2016
- 3) BFL Employees Equity Reward Trust Deed dated 10 August,1998
- 4) Mphasis Employee Equity Reward Trust Deed(Previously BFL Employees Equity Reward Trust Deed) as amended on 21 March,2016

We Request you to kindly take the above on your record as required under provisions of SEBI (Share based Employee Benefits) Regulations, 2014.

Thanking you,

Yours faithfully,

For Mphasis Limited


Subramanian Narayan
Vice President & Dy. Company Secretary



Encl.:- As Above

BK No 82/10-11

OK

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
 Government of Karnataka

ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
 Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ದಸ್ತಾವೇಜು... 13... ಪುಟಗಳನ್ನು ಹೊಂದಿರುತ್ತದೆ.
 ಈ ಪಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಬಳಸಲು ಸಾಧ್ಯವಿದೆ.
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2010-2011
 500

ದಸ್ತಾವೇಜನ್ನು ಪರಿಷ್ಕರಿಸಿದ ದಿನಾಂಕ
 Date of execution 09.07.2010

ಪಾವತಿಸಿದ ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
 Total stamp duty paid Rs.

MPHISIS EMPLOYEES BENEFIT TRUST

THIS DEED OF TRUST executed at Bangalore this NINTH day of JULY, TWO THOUSND AND TEN

(09/07/2010)

between

MPHISIS LIMITED., a Company incorporated under the Indian Companies Act, 1956 and having its Registered Office at Bagmane Technology Park, Byrasandra, C V Raman Nagar, Bangalore, India 560 093(hereinafter referred to as " the Settlor" and this expression unless it be repugnant to the context or meaning thereof, shall include its successors and assigns) of the One Part represented by Mr. A. Sivaram Nair, Company Secretary & General Counsel

and

1. Mr. Elango R, Trustee, aged 38 years, s/o Thanuskodi Rathinavelu residing at 105, Sri Nivas 4th A Cross, 4th C Block, Koramangala, Bangalore -560 034
2. Mr. Gokul Santhanam, Trustee, aged 35 years, s/o Santhanam S residing at No.4/203, MGR Road, Palavakkam, Chennai -600 041
3. Mr. A. Sivaram Nair, Trustee and Secretary, aged 47 years, s/o K Haridas, residing at G 401, Gopalan Grandeur, Hoodi Circle, Whitefield Road, Bangalore-560 048

WHEREAS:

- a. The Settlor currently carries on business of computer software development services and may diversify and / or enter into new business in the future. The Settlor has employed and will employ persons from time to time for its business.
- b. The Settlor is desirous of making a voluntary irrevocable settlement of Rs.1000/- (Rupees One thousand only) with a primary objective of promoting the welfare of its employees in general

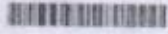
CERTIFIED TRUE

Sivaram Nair *Elango* *Gokul*

MPHISIS EMPLOYEES BENEFIT TRUST
For Mphasis Limited



Authorised Signatory



Print Date & Time : 14-07-2010 11:31:35 AM

ದಾಖಲೆ ಸಂಖ್ಯೆ : 82

ವಿಳಿ ಮುದ್ರಣ ಕೃಷಿ ಪ್ರದರ್ಶನವು ರವರ ಕುಟುಂಬಕ್ಕೆ ದಿನಾಂಕ 14-07-2010 ರಂದು 11:24:03 AM ಗಳಿಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಕುಟುಂಬದ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ.
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಪ್ಯಾನ್‌ನೋ ಕೋ	510.00
	ಒಟ್ಟು:	710.00

ಶ್ರೀ Mphasis Limited Rep by Mr. A. Sivaram Nair, Company Secretary & General Counsel ಇವರಿಂದ ಹಾಕಿದ ಮಾನ್ಯತೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Mphasis Limited Rep by Mr. A. Sivaram Nair, Company Secretary & General Counsel			

ಬರೆದಿರುವುದಾಗಿ ಒತ್ತಿರುತ್ತಾರೆ

ಶ್ರೀ ಎಸ್. ನಾಯ್ಕ
ಉಪನಿರೀಕ್ಷಕರಾದಿ
ಕೆ.ಆರ್. ಪುರ, ಬೆಂಗಳೂರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿನ ಗುರುತು	ಸಹಿ
1	Mphasis Limited Rep by Mr. A. Sivaram Nair, Company Secretary & General Counsel (ಉಪನಿರೀಕ್ಷಕರು)			
2	Mr. Elango R. (ಉಪನಿರೀಕ್ಷಕರು)			

ಶ್ರೀ ಎಸ್. ನಾಯ್ಕ
ಉಪನಿರೀಕ್ಷಕರಾದಿ
ಕೆ.ಆರ್. ಪುರ, ಬೆಂಗಳೂರು



ಈ ದಾಖಲೆಯು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ 809/152 ಮುನ್ಸೀಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಾಖಲೆಯು ಹಾಳೆ
Document Sheet

ಫಲಾನುಭವಿ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಬಳಸಬಹುದು
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ದಾಖಲೆಯನ್ನು ಬರೆಯುವ ದಿನಾಂಕ
Date of execution

.....ನೀ ಪುಟ್ಟದ ಪ್ರಸ್ತಾವಣೆ ಸಂಖ್ಯೆ.....
.....ನೀ ಪುಟ್ಟದ ಪ್ರಸ್ತಾವಣೆ ಮುದ್ರಾಂಕ ಸಂಖ್ಯೆ.....
Total stamp duty paid Rs. 82 100
2010-2011

and eligible employees by providing suitable incentive plans, schemes and stock units for holding / acquiring interest in the shares or other securities issued by the Settlor for promoting participation in the management, growth and prosperity of the Company, by the employees (hereinafter referred to as beneficiaries) and achieve a harmonious and healthy relationship and co-partnership between the Settlor and the beneficiaries.

- c. The Settlor desires to establish Restricted Stock Units Plan in conformity with the existing rules and regulations to achieve the above objective.
- d. In furtherance of the above objective and plans and for an effective administration of the restricted stock units, the Settlor has decided to create a Trust as per the terms and conditions hereinafter specified.
- e. The Trustees have consented to act as the first Trustee and to accept a Trust under these presents and for executing this deed.
- f. The trust is constituted in accordance with and subject to the provisions herein contained and also subject to the Rules as herein after defined, annexed hereto;
- g. The said sum of Rs.1000/- (Rupees One thousand only) has been paid to the Trustees which they hereby acknowledge.

NOW THIS DEED WITNESSETH AS FOLLOWS:

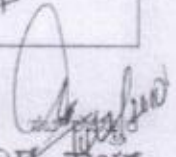
1. The Trust shall be named as **MPHASIC EMPLOYEES BENEFIT TRUST**.
2. IN these presents unless there is anything repugnant to the subject or context thereof:-
 - a) The expression "the Settlor" shall mean **MPHASIC LIMITED** and shall include its successors and assigns.

MPHASIC EMPLOYEES BENEFIT TRUST

Page of 13



ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಚಿಪ್ಪುಗೂದಲಿನ ರಚನೆ	ಹಸ್ತ
3	Mr. Gokul Santhanam (ಸಹ.ನಿರ್ದೇಶಕರು)			
4	Mr. A. Sivaram Nair (ಸಹ.ನಿರ್ದೇಶಕರು)			


 ಕೃಷ್ಣ ಎಸ್. ನಾಯ್ಕ,
 ಅಧ್ಯಕ್ಷರು/ನಿರ್ದೇಶಕರು
 ಕೆ.ಆರ್. ಪುರ, ಬೆಂಗಳೂರು



ಈ ದಸ್ತಾವೇಜು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಸಾರ್ವಜನಿಕ ಕಾರ್ಯದ ಕಛೇರಿ, ಕೋ. 152 ಮುಂಬಯಿ ಮುಖ್ಯ
ದಿವಾಂಶ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಪಾಳೆ
Document Sheet

ಖ್ಯಾತಿ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಪೆಲೆ : ರೂ. 2/-

ಈ ಪಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಪರಿಷ್ಕರಿಸಿದ ದಿನಾಂಕ
Date of execution

5...ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ
ಇದರ ಮೇಲೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ
Total stamp duty paid Rs. 2010-2011

b) The expression "the Trustees" shall mean the party of the other part and include the Trustees for the time being and from time to time nominated / appointed under these presents and survivor or survivors of them.

2.1 The expression "Employee" shall mean employees who are employed on a full-time and permanent basis with MPHASIS LIMITED in India or outside India, and /or its subsidiary company(ies) and shall include all directors, whether whole time or not; but shall exclude

(i) an employee who is a Promoter or belongs to the Promoter Group (ii) a director who either by himself or through his relatives or through any body corporate, directly or indirectly holds more than 10% of the outstanding equity shares of the Company and (iii) an employee as defined in (i) and (ii) above of the subsidiary company(ies) in or out of India.

c) The expression "the beneficiary" shall mean any employee as defined above to whom stock units have been granted and any person who is entitled to shares pursuant to any RSU Plan framed by the Settlor.

d) "RSU Plan" shall mean the Settlor's Restricted Stock Unit Plan adopted by the Settlor and amended, or modified or a substituted thereof in future.

3. The Principal Office of the Trust shall be at Bagmane Technology Park, Byrasandra, C V Raman Nagar, Bangalore, India 560 093, or such other place as the Trustee may decide from time to time.

4. The Trustees shall form suitable rules, guidelines, basis of allotments of stock units, shares etc., from time to time for the proper implementation of the Restricted Stock Unit Plan offered by the Settlor.



5. The Principal objectives of the Trust shall, inter alia, include

MPHASIS EMPLOYEES BENEFIT TRUST

Page of 13



ಸುರುತ್ತಿರುವುದು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಹೆಸರು
1	Ravi Jagan No. 5AC-222, HRBR III Block, Bangalore-560043	
2	Padmaja Prabhakar Mphasis Limited Bagmane Technology Park, Byrasandra, C. V. Raman Nagar, Bangalore-560093	


ಕೃಷ್ಣ ಎಸ್. ನಾಯ್ಕ
ಉಪನಿರೀಕ್ಷಕರಾದಿಗಳು
ಕೆ.ಆರ್. ಪುರ, ಬೆಂಗಳೂರು


4 ನೇ ಮಟ್ಟದ ಬಾಹ್ಯವೇಣು
ಸಂಖ್ಯೆ KRI-4-00082-2010-11 ಆಗಿ
ಉ.ನಿ. ಸಂಖ್ಯೆ KRID345 ನೇ ದ್ವಿತೀಯ
ದಿನಾಂಕ 14-07-2010 ರಂದು ನಿರೀಕ್ಷಾರ್ಹರಾಗಿದೆ


(ಮಾನ್ಯ ರವರನ್ನು ಕೃತಜ್ಞರಾಗಿ ನಮಿಸಿದೆ)



Designed and Developed by C-DAC, ACTS, Pune

ಕೃಷ್ಣ ಎಸ್. ನಾಯ್ಕ
ಉಪನಿರೀಕ್ಷಕರಾದಿಗಳು
ಕೆ.ಆರ್. ಪುರ, ಬೆಂಗಳೂರು



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಜಾರಿಗೆ ಸಂಖ್ಯೆ ಕೆಂಎ 152 ಮುಖೋಪಯು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ಇಳಿ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆಯಲಾಗಿದ್ದ ದಿನಾಂಕ
Date of execution

4.ನೇ ಪುಟದ ಬಿಸಾಟಿಕೆಯ ಸಂಖ್ಯೆ ರೂ. 82
Total stamp duty paid Rs. 82

2010-2011

- Administration of the Restricted Stock Units of the Settlor.
- Holding of investment in the Settlor for the benefit and distribution of the same among the beneficiaries.

Other Objectives of the Trust are:

- To provide restricted stock units to the selected employees of the Settlor or its subsidiaries. The trust shall be entitled to apply for and acquire and / or purchase stock units, warrants, shares or any other financial instruments (hereinafter referred to as 'securities') as may be issued from time to time of the Settlor only and not of any other companies. The Trust shall be further entitled to receive from the Settlor and grant stock units to the beneficiaries who are eligible for the benefits under this Trust Deed as per the directions of the Compensation Committee constituted by the Settlor. The acquisition, holding, transfer, re-purchase or re-transfer and all acts incidental thereto shall be in terms of and in accordance with the scheme as formulated, approved, adopted, amended and advised by the Settlor from time to time.
- To subscribe for, to purchase or to otherwise acquire and hold investments including, in particular, shares of the Settlor for the benefit of the employees of the Settlor or its subsidiaries.
- To facilitate employees of the Settlor and its subsidiaries to acquire, hold, grant restricted stock units or shares or other equity interest in the settlor company, to exercise restricted stock units and to acquire and sell or otherwise dispose shares / securities acquired on exercise of stock units.
- The implementation of the above objects of the Trust shall be subject to the provisions of the SEBI guidelines.

MPHISIS EMPLOYEES BENEFIT TRUST

Page of 13





ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Mphasis Limited Rep by Mr. A. Sivaram Nair, Company Secretary & General Counsel
ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ವಸತಿ ರೂಪ	500.00	Paid By Cash
ಒಟ್ಟು :	500.00	

ಸ್ಥಳ : ಕೃಷ್ಣರಾಜಪುರಂ

ದಿನಾಂಕ : 14/07/2010

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
(ಕೃಷ್ಣರಾಜಪುರಂ)

Designed and Developed by C-DAC ,ACTS Pune.

ಕೃಷ್ಣ ಎಸ್. ನಾಯ್ಕ
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಶ್ರೀ.ಆರ್. ಪುರ. ಬೆಂಗಳೂರು



ಈ ದಾಖಲೆಯು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ 152 ಮುನ್ಸೂಚನೆ 2003
ದಿನಾಂಕ 09-03-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಾಖಲೆಯ ಹಾಳೆ
Document Sheet

ಶೂನ್ಯ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಾಖಲೆಯನ್ನು ಬರೆಯಲ್ಪಟ್ಟ ದಿನಾಂಕ
Date of execution

5ನೇ ಪುಟದ ಒಟ್ಟು ಪಾವತಿಸಿದ ಮುದ್ರಾಂಕದ ಮೊತ್ತ
Total stamp duty paid Rs. 2010-2011

- e. To lend money and other financial and service support to employees to exercise, hold and dispose off the shares on behalf of the employees.
- f. To provide / undertake other welfare activities for the benefit of employees in general or any part thereof.
- g. To frame any such rules or regulations to monitor the functioning of the scheme to achieve the objects under the scheme.
6. For effectuating the said objectives and in consideration of these premises, the Settlor doth hereby declare that it has pursuant to the resolution of its Board of Directors dated 29 June 2010 constituted a Trust and prior to the execution of these presents, handed over the Trustees the sum of Rs. 1000/- (Rupees One thousand Only) and all the estate, rights, title interest, property, claim, and demand whatsoever at law and in equity of the Settlor in and to the said sum TO HAVE, HOLD, RECEIVE AND TAKE the same unto the trustees for ever, upon the trusts and with and subject to the power, provision, agreements and declarations hereinafter appearing and contained of and concerning the same.
7. The Trustees shall henceforth hold and stand possessed of the said sum (hereinafter for brevity's sake referred to as "the Trust Fund" which expression shall unless repugnant to the subject to context also include any other 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 these presents or by operations 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 these presents and all accretions thereto and income including capital gains arising there

Singh

Shanaga

Singh

MPHASIC EMPLOYEES BENEFIT TRUST

Page of 13



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕೆಂ 152 ಮುನ್ಸೂಚನೆ 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ಘಡಿ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದಾಗಿನ ದಿನಾಂಕ
Date of execution

6 ಸೇ. ಮುದ್ರಾಂಕ ದಸ್ತಾವೇಜು ಮುದ್ರಿಸಿದಾಗಿನಿಂದ
Total stamp duty paid Re. 2010-2011

from or related thereto) settled upon the trust and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.

8. The Trustees shall hold the Trust Fund and any further sums which may be paid under any future Deed or Conveyance or otherwise Upon Trust at their discretion to pay or apply the same to or for the benefit of all the beneficiaries or any one or more of them to the exclusion of the other or others in such matter in all respects as the trustees in their absolute discretion may think fit: provided always that the Trustees may at their absolute discretion postpone the application of the whole or any part of the same including income received at any particular time and apply the same at a later time.

9. WITHOUT detracting in any way from the generality of the foregoing purposes for the benefit which, the Trust Fund may be applied, the purposes shall include:-

- Acquiring and holding shares, warrants or other securities of the Settlor for the purpose of implementing the Settlor's Restricted Stock Units and upon such terms and conditions as the Settlor may from time to time specify.
- Provision of such other Employee Welfare Benefits as the Trustee, may in other absolute discretion, decides from time to time.

10. In the event of any Beneficiary ceasing to be in the service or employment (for any reason whatsoever) of the Settlor, he shall ipso facto cease to be a Beneficiary under these presents unless otherwise decided by the Settlor or the Trustee or as provided in the scheme of benefit.

11. The Trustees may at any time invite and receive or without such invitation receive any voluntary contributions or donations or loans / advances / deposits, whether refundable or not, from the

MPHASIS EMPLOYEES BENEFIT TRUST

Page of 13



ಈ ದಾಖಲೆಯನ್ನು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧಿಕ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುಂಬಯಿ 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಾಖಲೆಯ ಹಾಳೆ
Document Sheet

ಇಳಾಖಲೆ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಬಳಸಬಹುದಾಗಿದೆ
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Date of execution

7
Total stamp duty paid Rs. 2010-2011

Settlor and other persons for all or any of the objects of the said Trust, any such donation or loans/ advance / deposit may be accepted either with or without any special conditions as may be agreed upon between the donor and / or Lender and the trustees provided that such conditions are not inconsistent with the intents and purposes of these presents.

All such contributions shall be treated as forming part of the Trust Fund being the subject matter of these presents and be applied accordingly, and the Settlers do direct that it shall always be for the Trustees in their absolute discretion to decide whether they should invoke or accept any such donation or grant or loans/ advance/ deposit as aforesaid and they shall be at liberty to refuse any donation or loans / advances / deposit / without giving any reason for such refusal.

12.

- The Trustees shall be appointed by the Settlor and the continuance of any Trustee in office shall be at the discretion of the Settlor.
- The number of trustees of the said trust shall be 3 (three) or such other number as may be decided by the Settlor, from time to time. However the number of Trustees at any time shall not be less than three. One of the Trustees shall be appointed as Chairman
- Any Trustee may vacate his office by tendering his resignation, in writing to the Settlor.
- The office of the Trustee shall stand vacated by the death, resignation, insolvency, insanity or incapacity of the Trustee to act as such.
- Any vacancy created under clause 'c' or clause 'd' above may be filled by the Settlor at any time or if the Settlor at any time so desires can remain vacant.
- The Trustees shall comply with and carry out all directions which may be given to them from time to time, by the Settlor or any person or persons appointed by the Settlor, in relation to any matter for which the Settlor has power under this Trust Deed or under the Rules. Every such direction or decision shall be notified to the Trustees in writing signed by any Director of the

MPHISIS EMPLOYEES BENEFIT TRUST

Page of 13



ಈ ದಾಖಲೆಯು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ. 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003 ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಾಖಲೆಯ ಹಾಳೆ
Document Sheet

ಕೃತಿ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಪೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಬಳಸಬಹುದು
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Date of execution

.....ನೀ ಪಾವತಿಸಿದ ಮುದ್ರಾಂಕದ ಮೊತ್ತದಿಷ್ಟು.....
Total stamp duty paid Rs. 2010-2011

Settlor or other person or persons authorized in this behalf by the Settlor and any such notification shall be complete protection to the trustees in relation to any matter which is the subject of the notification.

g) In exercise of the authorities and discretion hereby vested in them, the trustees shall have absolute and uncontrolled discretion and may exercise the same from time to time and at any time, subject to the provisions hereof and the Rules for the time being in force.

13. It is hereby expressly provided that the Trustees shall administer the scheme in accordance with the guidelines issued under Securities and Exchange Board of India Act 1992, the Companies Act, 1956 and other applicable laws in force from time to time.

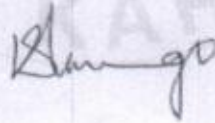
14. Subject to the other provisions of this Trust, the Trustees may form such rules and regulations for the management of the Trust so however that in the event of any conflict between the said rules and regulations and the Trust Deed, the latter shall prevail.

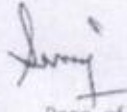
15. The quorum for any meeting of the trustee shall be THREE, if the number of Trustees in office at the relevant time is in excess of five, and in other cases it shall be two.

16. The Trustees may transact the business in a meeting convened by the issue of notice of not less than two days or circulate the necessary resolution to all the Trustees in office.

17. In the case of any difference of opinion among the trustees, the majority opinion shall prevail. In the event of the Trustees deciding for and against being equal in number, the Chairman of the Board of Trustees shall have a casting vote to break the deadlock.


MPHASIS EMPLOYEES BENEFIT TRUST




Page of 13 8



18. The Trustees shall keep proper minutes of the proceeding of the meeting as well as the records and accounts of the transactions of the Trust and have the same duly audited each year.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka
 ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department
 ದಾಖಲೆ ಮತ್ತು ಮುದ್ರಾಂಕ ಸುತ್ತು ರೂ.
 Total stamp duty paid Rs. 82/-

Amritha

18. The Trustees shall keep proper minutes of the proceedings of the meeting as well as the records and accounts of the transactions of the Trust and have the same duly audited each year.

- 19. The Trust shall maintain its account for a financial year, 1st April to 31st March.
- 20. The Trustees shall have the power to open and operate bank account, make investments in the name of the Trust and do such other act and other necessary work for its day to day administration of the Trust.
- 21. The Trustees shall have the power to invest any money available with the trust in bank deposits, government securities and such other investments as considered prudent, from time to time.
- 22. The Trustees shall have the power and authority to employ any person or persons for the purpose of carrying out any of the work and in this regard give the legal authority to such person(s) as recognized under law.
- 23. Without prejudice to the generality of the powers vested in the Trustees, the Trustees shall have the following specific powers in connection with the administration of the Trust:
 - a. to enter into agreements, contracts and to cancel, alter or vary them;
 - b. to receive any money and to grant receipts and discharge thereof;
 - c. to institute, prosecute and defend all actions and proceedings, including suits, appeals, reviews, revisions execution and the like before the Government, Courts, Tribunals, Revenue, Municipal and Local Authorities and Taxation Authorities and to represent the Trust before them;
 - d. to enter into any compromise and to refer the matters to arbitration;

MPHISIS EMPLOYEES BENEFIT TRUST
Amritha
 Page of 13



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
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ಪೂರಿ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಪೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆಯುವುದಕ್ಕೆ ದಿನಾಂಕ
Date of execution

10

ಹಾಳೆಗಲಿಕೆ ಮತ್ತು ಮುದ್ರಾಂಕ ಸಂಖ್ಯೆ ರೂ.

Total stamp and registration fee.....

ನೀ ಪಾವತಿಸಿದ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ.....

2010-2011

82 IV

- e. to engage the service of any persons(s) upon such remuneration and terms as the Trustees may deem fit as and when required, and to take such disciplinary action against such person/s including termination of their services if it is found that the services provided are not to the satisfaction of the Trust;
- f. to incur all costs and expenses considered by the Trustees to be necessary for the due and efficient management of the affairs and properties of the Trust;
- g. to open account(s) in such Bank(s) as the Trustees deem fit and operate all such account(s) jointly by such persons and upon such terms as may be decided by Trustees from time to time;
- h. to open one or more Demat Account with such Depository Participant(s) as the Trustees deem fit and operate all such account(s) jointly by such persons and upon such terms as may be decided by Trustees from time to time;
- i. to open one or more account with registered brokers for buying and selling of shares of Settlor (not to deal in shares of other Companies) as the Trustees deem fit and operate all such account(s) jointly by such persons and upon such terms as may be decided by Trustees from time to time;
- j. to delegate to any person(s) all or any of the foregoing powers conferred on the Trustees subject however, to their retaining the ultimate control and direction over the action and conduct of the delegate(s).

Shri. Shango

Shri.

Shri.

10

MPHASIS EMPLOYEES BENEFIT TRUST

Page of 13



ಈ ದಾಖಲೆಯು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ೪೦೯/೨೦೧೩ ಮತ್ತು ೨೦೧೩
ದಿನಾಂಕ ೦೪-೦೩-೨೦೧೩ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. ೨/-

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Date of execution

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ಇನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಂಖ್ಯೆ

82 IV

2010-2011

k. Notwithstanding anything contained in these presents, the Trustees may borrow monies, raise loans, otherwise raise funds with or without interest from Bank(s), financial institutions, companies, employees, individuals or any other trust, as may be considered appropriate by the Trustees, with or without security on any of the properties or assets including bonds, debentures, promissory notes or any other marketable securities forming part of the Trust by way of pledge, mortgage, hypothecation, charge or any other event.

l. To recover the interest and other costs of borrowing from the employee or to sell the securities to meet the costs of borrowing including interest, penalties and other costs.

m. All the powers for raising loans and for creating mortgage, pledge, charge hypothecation or other encumbrances or other properties of the Trust including securities may be exercised by any two Trustees jointly, for the time being, of the Trust.

24. The Trustees may reimburse themselves and pay and discharge out of the Trust Funds or moneys in their hand all expenses incurred in or about execution of the said Trust. It is, expressly agreed and declared that the Trustees shall be entitled to be paid their actual expenses, travelling, boarding, lodging and other expenses which may be incurred by them in the performance of their duties as Trustees including for the trustees meeting.

25. It is hereby expressly understood that the Trustees shall not be personally liable for any act, deed or things done in the capacity as Trustees for the purpose of the trust and that they shall be indemnified/kept indemnified for any loss, damage or other disability suffered by them as thereof, out of the Trust Funds, and that the trust shall bear all costs, damages in or loss including the cost of defending a legal action or otherwise that may arrive as a consequence of their action as Trustees.

[Handwritten signatures]

[Handwritten signature]

MPHISIS EMPLOYEES BENEFIT TRUST

11

Page of 13



ಈ ದಾಖಲೆಯು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧಿಕಾರಿಗಳಿಂದ 152 ಮುದ್ರಣಮಾಡು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಬಳಸಬಹುದು
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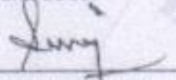
ದಾಖಲೆಯನ್ನು ಬರೆಯುವ ದಿನಾಂಕ
Date of execution

12
.....ನೀ ಪಾವತಿಸಿದ ಮುದ್ರಾಂಕ ಸಂಖ್ಯೆ
Total stamp duty paid Rs 2010-2011

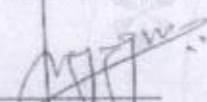
26. The trust shall be irrevocable and the Settlor does not reserve any power of revocation of the Trust, except for compliance with any laws, rules, regulations, guidelines from any governmental agencies

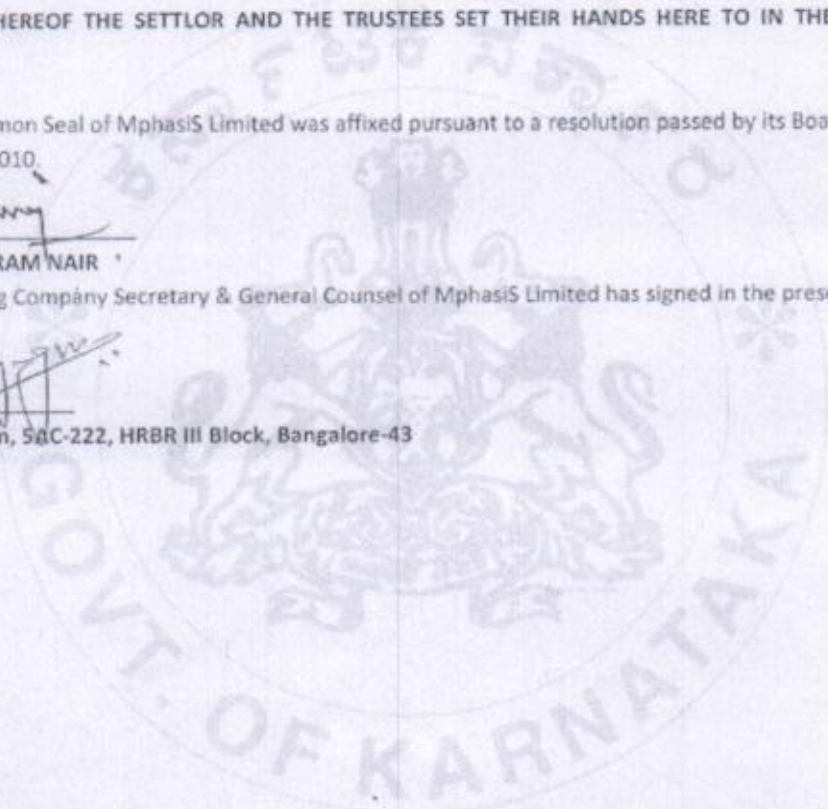
IN WITNESS WHEREOF THE SETTLOR AND THE TRUSTEES SET THEIR HANDS HERE TO IN THE PRESENCE OF THE ATTESTORS.

The Common Seal of Mphasis Limited was affixed pursuant to a resolution passed by its Board of Directors on 29 June 2010.


A. SIVARAM NAIR

who being Company Secretary & General Counsel of Mphasis Limited has signed in the presence of


Ravi Jagan, 50C-222, HRBR III Block, Bangalore-43



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆಡಳಿತ ಸಂಸ್ಥೆ ಕೆಎಸ್ 153 ಬಾನ್ಸೋಬಾ 2003
ಏಜನ್ 09-05-2003ರ ಪ್ರಕಾರ ಮುಪ್ಪಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಪೆಲೆ : ರೂ. 2/-

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13 ಸೇರಿ ಮುಟ್ಟಿದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ..... 82 10

ದಸ್ತಾವೇಜನ್ನು ಬದಲಾಯಿಸಿದ್ದು ದಿನಾಂಕ
Date of execution

ಠಾಣೆ ಸಂಖ್ಯೆ ಮತ್ತು ಮುದ್ರಾಂಕ ಕಾರ್ಯ 2010-2011
Total stamp duty paid Rs.

SIGNED AND DELIVERED by the above named person to the trustees viz.,

- 1. MR. ELANGO .R
- 2. MR. GOKUL SANTHANAM
- 3. MR. A. SIVARAM NAIR

Elango
Gokul
Sivaram

in the presence of

Padmaja

Padmaja Prabhakar
Mphasis Limited
Bagmane Technology Park
Byrasandra, C V Raman Nagar
Bangalore -560 093

Drafted by: *Ravi Jagann* Advocate, 5AC-222, HRBR III Block, Bangalore- 560 043.



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನ್ಸೀಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department



This document consists of ೧೨ ಪುಟಗಳು ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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2015-16
ದಸ್ತಾವೇಜನ್ನು ಬಿಡುಗಡೆಗೊಳಿಸಿದ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

1063

**DEED OF AMENDMENT NO.1 TO THE MPHASIS EMPLOYEES BENEFIT TRUST
DATED 9 JULY, 2010**

This Deed of Amendment No.1 is made at Bangalore, Karnataka, on this 21st day of March, Two Thousand and Sixteen to the Mphasis Employees Benefit Trust Deed dated 9 July, 2010 (hereinafter referred to as **Original Trust Deed**).

BETWEEN

Mphasis Limited, a Public Limited Company incorporated under the Indian Companies Act, and having its Registered Office at Bagmane World Technology Center, Marathahalli Outer Ring Road, Doddanakhundi Village, Mahadevapura, Bangalore – 560 048,

(Hereinafter referred to as **"the Settlor"** and this expression unless it be repugnant to the context or meaning thereof, shall include its successors and assigns) of the ONE PART represented by **Mr. A Sivaram Nair**, Executive Vice President, Company Secretary, General Counsel and Ethics Officer.

AND

- Mr. V Ganesh**, Trustee, aged 45 years, S/o (Late) K Vembu, presently residing at Number P-1-I-2, Indraprashta 45, 5th Main, OMBR Layout, Bangalore - 560043.
- Mr. Bashyam Joseph Louis**, Trustee, aged 51 years, S/o Bashyam Anatullay Joseph, residing at #702, Ferns Paradise, Doddanekkundi, Bangalore-560 037.
- Mr. Kannan Sriraman**, Trustee, aged 44 years, S/o Kannan, residing at G012, 1st Floor, C Block Nandi Sunrise Apt, 29/1, Doddanekkundi, Marathalli, Bangalore - 560037.

Being Trustees of the Mphasis Employees Benefit Trust (Hereinafter referred to as **"the Trustees"**) of the OTHER PART.

[Signature]

CERTIFIED TRUE COPY
[Signature]
For Mphasis Limited

[Signature]

Authorised Signatory



Print Date & Time : 21-03-2016 04:33:07 PM

ಸಂಖ್ಯೆ : 1063

ಇಂದಿರಾನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಚನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 21-03-2016 ರಂದು 01:46:58 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸೇವಾ ಶುಲ್ಕ	315.00
	ಒಟ್ಟು :	515.00

ಶ್ರೀ Mphasis Limited Rep by Mr.A.Sivaram Nair (Executive Vice President) . ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Mphasis Limited Rep by Mr.A.Sivaram Nair (Executive Vice President) .			

Able
ಕೆಚ್ಚುಪರಿ/ಅಂಟ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	Mphasis Limited Rep by Mr.A.Sivaram Nair (Executive Vice President) . . (ಬರೆಸಿಕೊಂಡವರು)			
2	Mr.V.Ganesh S/o Late K Vembu . . (ಬರೆಸಿಕೊಂಡವರು)			

Able
ಕೆಚ್ಚುಪರಿ/ಅಂಟ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು



PAGE NO 2



BACKGROUND

This Deed of Amendment No.1 is made to Mphasis Employees Benefit Trust Deed dated. 9 July, 2010.

WHEREAS:

1. The Settlor and the Trustees have resolved and agreed to make certain amendments to the Trust Deed of the Mphasis Employees Benefit Trust **DATED 9 JULY, 2010**, a trust constituted under the Indian Trust Act, 1882 (hereinafter the Mphasis Employees Benefit Trust being referred to as 'the Trust' and the Trust Deed of the Mphasis Employees Benefit Trust being referred to as the 'the Trust Deed') through these presents on the terms mentioned herein below (hereinafter referred to as 'Deed of Amendment") to align with the provisions of the SEBI (Share Based Employee Benefits) Regulations, 2014 notified by Securities Exchange Board of India on 28 October, 2014 and to provide for other matters. All other terms and conditions of the Trust Deed shall remain unaltered and binding on both the Parties.
2. This Deed of Amendment shall form part and parcel of the original Trust Deed entered on 9 July, 2010 and shall be read together with the herein mentioned Original Trust Deed.

In these presents unless there is anything repugnant to the subject or context thereof, all the words shall have the same meaning as defined in the Trust Deed.






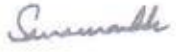



NOW THIS DEED OF AMENDMENT IS WITNESSETH AS FOLLOWS:

1. **CLAUSE 2.1 (d) SHALL BE REPLACED WITH THE FOLLOWING:**
The expression Restricted Stock Units Plan and Stock Options Plan or "ESOP" or "RSU" shall mean the Employee Stock Option Plan and Restricted Stock Units

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
3	Mr. Basyam Joseph Louis S/o Basyam Anatullay Joseph (Trustee) . . (ಬರಹಗೊಂಡವರು)			
4	Mr. Kannan Sriraman S/o Kannan (Trustee) . . (ಬರಹಗೊಂಡವರು)			
5	Mphasis Limited Rep by Mr. A. Sivaram Nair (Executive Vice President) . . (ಬರಹಗೊಂಡವರು)			

ಹೆಚ್ಚುವರಿ/ಅಂಚು ಸಂಪನ್ಮೂಲಗಳನ್ನು
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು.





Plan adopted by the Settlor covering one or more beneficiaries including employees of the Settlor and/or its subsidiaries and includes other share based employee benefits permitted by Securities Exchange Board of India Regulations.

2. **CLAUSE 10 OF THE TRUST DEED SHALL BE REPLACED WITH THE FOLLOWING:**
 In the event of any Beneficiary ceasing to be in the service or employment (for any reasons whatsoever) of the Settlor, he shall *Ipsa facto* cease to be a beneficiary under these presents, unless otherwise decided by the Settlor or the Trustees. *The rights and obligations of the Beneficiaries shall be governed by the Restricted Stock Units Plan and Stock Option Plan of the Settlor.*

3. **CLAUSE 13 OF THE TRUST DEED BE REPLACED WITH THE FOLLOWING:**
 It is hereby expressly provided that the Trustees shall administer the Scheme in accordance with the Securities Exchange Board of India Regulations, Companies Act, 2013 and Rules made thereunder and other applicable laws in force from time to time. *Further, it is provided that, subject to provisions of the Trust, the Trustees may frame such Rules and Regulations for the administration of the RSUs and/or ESOPs in compliance with the RSU/ESOP Plans adopted by the Settlor. However, in the event of there being a conflict Rules and Regulations and the Trust Deed, the latter shall prevail.*

The Trustee shall always act in the interest of the beneficiaries and shall be subject to provisions of the SEBI Regulations as may be applicable in relation to ESOPs.

4. **THE FOLLOWING IS INSERTED AS CLAUSE 13A AFTER THE EXTANT CLAUSE 13 OF THE TRUST DEED:**

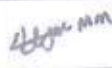

13 (A) The Trust shall administer the following ESOP:

1. Restricted Stock Units Plan 2010
2. Employee Stock Option Plan 2012

[Handwritten signatures]




ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Aditya M M N K Building Munnekolalau Lakshmi Layout, Marathahalli Bangalore	
2	Subramanian Narayan Bagmane World Technology Trade Centre, mahadevapura Bangalore	


ಹೆಚ್ಚುವರಿ/ಜಂಟಿ ಉಪನಿರ್ದೇಶಕರಾದ
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು

TRUST NAME IS * MPHASIS EMPLOYEES BENEFIT TRUST*


ಹೆಚ್ಚುವರಿ/ಜಂಟಿ ಉಪನಿರ್ದೇಶಕರಾದ
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು

<p style="text-align: center;"> 4 ನೇ ಪ್ರಸ್ತುತದ ದಸ್ತಾವೇಜು ನಂಬರ INR-4-01063-2015-16 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ INRD 164 ನೇ ದ್ವರಲ್ಲಿ ದಿನಾಂಕ 21-03-2016 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ</p> <p style="text-align: right;">  ಉಪನಿರ್ದೇಶಕರಾದ ತ್ರಿವಿಧಿ (ಇಂದಿರಾನಗರ)</p>
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Designed and Developed by C-DAC, ACTS, Pune

ಹೆಚ್ಚುವರಿ/ಜಂಟಿ ಉಪನಿರ್ದೇಶಕರಾದ
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು



ಈ ದಸ್ತಾವೇಜು ಹಾಕೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುದ್ದೂರಿಯು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಈ ಹಾಕೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.




- 3. Restricted Stock Units Plan 2014
- 4. Restricted Stock Units Plan 2015

5. The Trustee and the Settlor may by deed amend, vary or modify the Trust Deed provided that no such amendment, variation or addition would be likely to prejudicially to affect the rights of the Beneficiaries and provided that the amendment, variation or addition is approved in accordance with such manner as may be permitted from time to time by SEBI.

IN WITNESS WHEREOF THE SETTLOR AND THE TRUSTEES SET THEIR HANDS HERE TO IN THE PRESENCE OF THE ATTESTORS

This Deed of Amendment to the Trust Deed is made pursuant to a resolution passed by the Board of Directors of Mphasis Limited on 29 July, 2015.



 A Sivaram Nair
 Who being Company Secretary and General Counsel of Mphasis Limited has signed in presence of




 Sureshbabu



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ


1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಆಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Mphasis Limited Rep by Mr.A.Sivaram Nair (Executive Vice President) . ಇವರು
1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	1000.00	Paid in Cash
ಒಟ್ಟು :	1000.00	

ಸ್ಥಳ : ಇಂದಿರಾನಗರ

ದಿನಾಂಕ : 21/03/2016


ಪಶ್ಚಿಮ ಬಂಗಾಲ ಸರ್ಕಾರದ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ಇಂದಿರಾನಗರ (ಇಂದಿರಾನಗರ)

Designed and Developed by C- DAC ,ACTS Pune.



NO-8

ಈ ದಸ್ತಾವೇಜು ಪಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧಿಕ ಸಂಖ್ಯೆ ೨೦೧೧ 152 ಮುನ್ಸೀಫಿಮಾ 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಪಾಳೆ
Document Sheet



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 21/-

ಈ ಪಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುದಕ್ಕಿಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ರೂ. ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

SIGNED AND DELIVERED by the above named Trustees viz.,

Mr. V Ganesh

Mr. Bashyam Joseph Louis

Mr. Kannan Sriraman

Witness

1. Name Aditya mm
Address 18/4. Building muncakalalli
Lakshmi layout, Marathahalli B'lore-36
2. Name Subramanyam
Address Bagmane Old Tech park Centre
Marathahalli Doddanekundi
B'lore - 48.

Drafted by
Dhananjay Joshi Associates
Advocates
18/4, Saleh Centre Armoor



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SD. 500 -

500Rs.



All Documents Certified as Eight Sheets
 First Sheet of Doc. No. 129 of Doc. IV
98-99



Trust 1000

BFL EMPLOYEES EQUITY REWARD TRUST

THIS INDENTURE OF TRUST made at Bangalore this 10th day of August 1998.

between

BFL SOFTWARE LTD., a Company incorporated under the Indian Companies Act, 1956 and having its Regd. Office at 4/31, Fern Road, Ballygunge, Calcutta - 700 019 and Corporate Office at 45/3, 'Gopalakrishna Complex', Residency Cross Road, Bangalore - 560 025 (hereinafter referred to as "**the Settlor**" and this expression unless it be repugnant to the context or meaning thereof, shall include its successors and assigns) of the **One Part** represented by **Mr.B.V. Venkatesh - Managing Director & Mr. R.Mohan - Director**;

and

1. **Mr. S.Sridhar**, General Manager - Finance for the time being
2. **Mr. K.R.Suresh**, Associate General Manager - Human Resources for the time being
3. **Mr. K.R.Krishnamoorthy**, Associate Vice President - Technical, for the time being (hereinafter referred to as the **Trustees**) of the **Other Part**;

WHEREAS :

- a. The Settlor currently carries on business of computer software development services and may diversify and / or enter into new business in the future. The Settlor has employed and will employ persons from time to time for its business.

CERTIFIED TRUE COPY

[Handwritten signature]
[Handwritten signature]

[Handwritten signature: R.V. Venkatesh]
[Handwritten signature: R. Mohan]

For Mphasis Limited

Authorised Signatory

100 -
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No. 7589
Srl/Smt/M/s. BFL Software Ltd.
Date 31/7/98

Subash

SUBASH

'B' Class Stamp Vendor
SVL No. 71/94-95
Mayohall, Bangalore-1

ಶಿರಸೀಂದ್ರಾಪುರ ಕಛೇರಿಯಲ್ಲಿ
ವಿವರಣೆ 2/8/98 ಪುಸ್ತಕ ಸಂಖ್ಯೆ 20003
ಶ್ರೀ ಶ್ರೀಮತಿ B.V. Venkatesh
ಕಾರ್ತವ್ಯ ವಸೂಲಿ ಪತ್ರ.

ವಸೂಲಾದ ಕುಲ್ಯ	ರೂ.	ಪೈ
ವಸೂಲಾದ	100	
ಕಡತ	8	
ಪುಸ್ತಕ ಸಂಖ್ಯೆ	2	
ಇತರೆ	10	
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Rev. LeCate

ಆಶ್ರಮವು ಕೊಟ್ಟಿರುವುದು ಉಂಟೆಂದು
ಹಿನ್ನೆಲೆ ಕೊಟ್ಟು ಉಪಾಯಿಸಿ

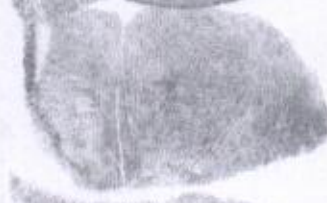
Subash
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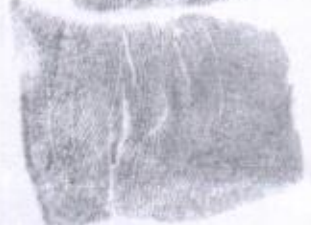
Rev. LeCate



R Mahan



Subash



Subash

Rev. LeCate
Subash



ಶಿರಸೀಂದ್ರಾಪುರ

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- b. The Settlor is desirous of making a voluntary irrevocable settlement of Rs. 1000/- (Rupees One thousand only) with a primary objective of promoting the welfare of its eligible employees by providing suitable incentive plans, schemes and options for holding / acquiring interest in the shares or other securities issued by the Settlor for promoting participation in the management, growth and prosperity of the Company, by the employees (hereinafter referred to as beneficiaries) and achieve a harmonious and healthy relationship and co-partnership between the Settlor and the beneficiaries.
- c. The Settlor desires to establish a Employees Stock Offer Plan (ESOP) in conformity with the existing rules and regulations to achieve the above objective.
- d. In furtherance of the above objective and plans and for an effective administration of the ESOP, the Settlor has decided to create a Trust as per the terms and conditions hereinafter specified.
- e. The Trustees have consented to act as the first Trustee and to accept a Trust under these presents and for executing this deed.
- f. The Trust is constituted in accordance with and subject to the provisions herein contained and also subject to the Rules as herein after defined, annexed hereto ;
- g. The said sum of Rs. 1000/- (Rupees One thousand only) has been paid to the Trustees which they hereby acknowledge.

NOW THIS DEED WITNESSETH AS FOLLOWS :

1. The Trust shall be named as **BFL EMPLOYEES EQUITY REWARD TRUST.**
2. IN these presents unless there is anything repugnant to the subject or context thereof :-
 - a) The expression " the Settlor " shall mean **BFL SOFTWARE LIMITED** and shall include its successors and assigns.
 - b) The expression " the Trustees " shall mean the party of the other part and include the Trustees for the time being and from time to time nominated / appointed under these presents and survivor or survivors of them.
 - c) The expression " Employee " shall mean employee as defined under the said ESOP and so far as may other benefits under this Trust may arise, any employee of the Settlor as may be notified by the Settlor to the Trustees.

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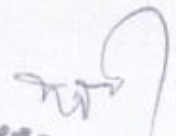


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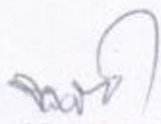
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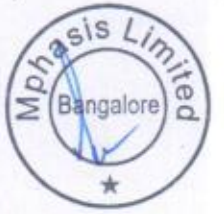
C. Ganesan
 17/2 B Street
 East Link Road
 Mallur
 Bangalore - 560003


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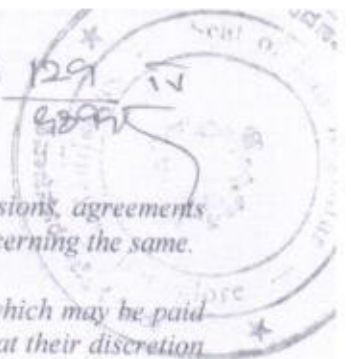
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Trust of Sett. No. 129 of 1998
Mphasis Limited
Bangalore

- d) The expression "the beneficiary" shall mean any employee as defined in the ESOP and any other employee of the Settlor as the Settlor may specify to the trustees.
 - e) "ESOP" shall mean the Settlor's Employee Stock Offer Plan adopted by the Settlor and amended, or modification or a substitution thereof in future.
3. The Principal Office of the Trust shall be at 45/3, 'Gopalakrishna Complex', Residency Cross Road, Bangalore - 560 025, or such other place as the Trustee may decide from time to time.
 4. The Trustees shall from suitable rules, guidelines, basis of allotment of shares etc., from time to time for the proper implementation of the Employee Stock Offer Plan offered by the Settlor.
 5. The Principal objectives of the Trust shall, inter alia, include
 - a) Administration of the Employee Stock Option Plan of the Settlor.
 - b) Holding of Investment in the Settlor for distribution of the same among the beneficiaries or to provide participatory and beneficial interest to the said beneficiaries.
 6. FOR effectuating the said objectives and in consideration of these premises, the Settlor doth hereby declare that it has pursuant to the unanimous resolution of its Board of Directors passed at their meeting held on 2ND day of July 1998, at New Delhi constituted a Trust and prior to the execution of these presents, handed over the Trustees the sum of Rs. 1000/- (Rupees One thousand Only) and all the estate, rights, title interest, property, claim, and demand whatsoever at law and in equity of the Settlor in and to the said sum TO HAVE, HOLD, RECEIVE AND TAKE the same unto the trustees for ever, upon the trusts and with and subject to the power, provision, agreements and declarations hereinafter appearing and contained of and concerning the same.
 7. The Trustees shall henceforth hold and stand possessed of the said sum (hereinafter for brevity's sake referred to as "the Trust Fund" which expression shall unless repugnant to the subject or context also include any other 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 these presents or by operations 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 these presents and all accretions thereto and income including capital gains arising there from or related thereto)

[Handwritten signatures]
R. Mahan



4th sheet of doc no 129



settled upon the trust and with and subject to the powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same.

8. THE Trustees shall hold the Trust Fund and any further sums which may be paid under any future Deed or Conveyance or otherwise Upon Trust at their discretion to pay or apply the same to or 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 in such matter in all respects as the trustees in their absolute discretion may think fit; provided always that the Trustees may at their absolute discretion postpone the application of the whole or any part of the same including income received at any particular time and apply the same at a later time.
9. **WITHOUT** detracting in any way from the generality of the foregoing purposes for the benefit which, the Trust Fund may be applied, the purposes shall include :-
 - Acquiring and holding shares, warrants or other securities or other Settlor for the purpose of implementing the Settlor's ESOP and upon such terms and conditions as the Settlor may from time to time specify.
 - Provision of such other Employee Welfare Benefits as the Trustee, may in other absolute discretion, decide from time to time.
10. IN the event of any Beneficiary ceasing to be in the service or employment (for any reason whatsoever) of the Settlor, he shall ipso facto cease to be a Beneficiary under these presents unless otherwise decided by the Settlor or the Trustees.
11. THE Trustees may at any time invite and receive or without such invitation receive any voluntary contributions or donations or loans / advances / deposits, whether refundable or not, from the Settlor and other persons for all or any of the objects of the said Trust, any such donation or loans / advance / deposit may be accepted either with or without any special conditions as may be agreed upon between the donor and / or Lender and the trustees provided that that such conditions are not inconsistent with the intents and purposes of these presents.

All such contributions shall be treated as forming part of the trust Fund being the subject matter of these presents and be applied accordingly, and the Settlor do direct that it shall always be for the Trustees in their absolute discretion to decide whether they should invoke or accept any such donation or grant or loans / advance / deposit as aforesaid and they shall be at liberty to refuse any donation or loans / advances / deposit / without giving any reason for such refusal.
12. a) The Trustees shall be appointed by the Settlor and the continuance of any Trustee in office shall be at the discretion of the Settlor.

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5th 129
98 92
Mphasis Ltd. Bangalore
Kortelada

- b) The number of trustees of the said trust shall be 3 or such other number as may be decided by the Settlor, from time to time. However, the number of Trustees at any time shall not be less than three. One of the Trustees shall be appointed as Chairman.
 - c) Any Trustee may vacate his office by tendering his resignation, in writing, to the Settlor.
 - d) The office of the Trustee shall stand vacated by the death, resignation, insolvency, insanity or incapacity of the Trustee to act as such.
 - e) Any vacancy created under clause 'c' or clause 'd' above may be filled by the Settlor at any time or if the Settlor so desires can remain vacant.
 - f) The Trustees shall comply with and carry out all directions which may be given to them from time to time, by the Settlor or any person or persons appointed by the Settlor, in relation to any matter for which the Settlor has power under this Trust Deed or under the Rules. Every such direction or decision shall be notified to the Trustees in writing signed by any Director of the Settlor or other person or persons authorised in this behalf by the Settlor and any such notification shall be complete protection to the trustees in relation to any matter which is the subject of the notification.
 - g) In exercise of the authorities and discretions hereby vested in them, the trustees shall have absolute and uncontrolled discretion and may exercise the same from time to time and at any time, subject to the provisions hereof and the Rules for the time being in force.
13. It is hereby expressly provided that the Trustees shall administer the scheme in accordance with the guidance issued under Securities and Exchange Board of India Act 1992, The Companies Act 1956 and other applicable laws in force from time to time.
14. Subject to the other provision of this Trust, the Trustees may from such rules and regulations for the management of the Trust so however that in the event of any conflict between the said rules and regulations and the Trust Deed, the latter shall prevail.
15. The quorum for any meeting of the trustee shall be THREE, if the number of Trustees in office at the relevant time is in excess of five, and in other cases it shall be two.
16. The Trustees may transact the business in a meeting convened by the issue notice of not less than two days or circulate the necessary resolution to all the Trustees in office.





6 ~~Trust of Trust, No. 129~~ 129
98 201 14
Mphasis Limited
Bangalore

17. In the case of any difference of opinion among the trustees, the majority opinion shall prevail. In the event of the Trustees deciding for and against being equal in number, the Chairman of the Board of Trustees shall have a casting vote to break the deadlock.
18. The Trustees shall keep proper minutes of the proceeding of the meetings as well as the records and accounts of the transactions of the Trust and have the same duly audited each year.
19. The Trust shall maintain its account for a financial year, 1st April to 31st March.
20. The Trust shall have the power to open and operate bank account, make investments in the name of the trust and do such other act and other necessary work for its day to day administration of the Trust.
21. The Trustees shall have the power to invest any money available with the Trust in bank deposits, Government securities and such other investments as considered prudent, from time to time.
22. The Trustees shall have the power in authority to employ any person or persons for the purpose of carrying out any of the work and in this regard give the legal authority to such person(s) as recognised under law.
23. The Trustees may reimburse themselves and pay and discharge out of the Trust Funds or moneys in their hand all expenses incurred in or about execution of the said Trust. It is, expressly agreed and declared that the Trustees shall be entitled to be paid their actual expenses, travelling, boarding, lodging and other expenses which may be incurred by them in the performance of their duties as Trustees including for the trustees meeting.
24. It is hereby expressly understood that the Trustees shall not be personally liable for any Act, Deed or thing done in the capacity as Trustees for the purpose of the trust and that they shall be indemnified/kept indemnified for any loss, damage or other disability suffered by them as a thereof, out of the Trust Funds, and that the trust shall bear all costs, damages in or loss including the cost of depending a legal action or otherwise that may arrive as a consequent of their action as Trustees.

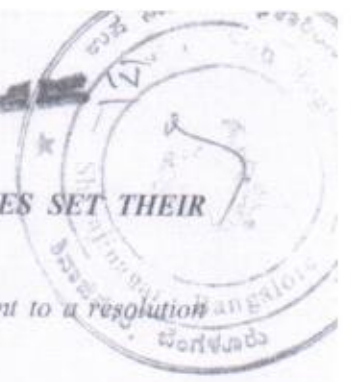
The Trust shall be irrevocable.

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TR 129
90-99



IN WITNESS WHEREOF THE SETTLOR AND THE TRUSTEES SET THEIR HANDS HERETO IN THE PRESENCE OF THE ATTESTORS.

The Common seal of BFL SOFTWARE LIMITED was affixed pursuant to a resolution passed by its Board of Directors on 2nd July, 1998 by

1. **B.V. Venkatesh**

2. **R.Mohan**

B.V. Venkatesh

R Mohan

who being Directors of BFL SOFTWARE LIMITED have signed in the presence of

Sri.Gnaneshwar M.B.,
2991, Mahakavi Kuvempu Road,
Mariyappanpalya,
Bangalore - 560 021.

Gnaneshwar

SIGNED AND DELIVERED by the above named directors to the trustees viz.,

1. **Mr. S. Sridhar**

S. Sridhar

2. **Mr. K.R. Suresh**

K.R. Suresh

3. **Mr. K.R. Krishnamoorthy**

K.R. Krishnamoorthy

in the presence of

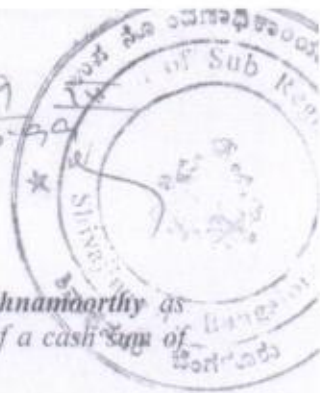
Ganesan

Sri.C.Ganesan
2991, Mahakavi Kuvempu Road,
Mariyappanpalya,
Bangalore - 560 021.



8th sheet of doc no 129

98-79



Acknowledgement

We, [1]. Mr. S.Sridhar, [2]. Mr. K.R.Suresh and [3]. Mr. K.R.Krishnamoorthy as trustees of BFL Equity Reward Trust hereby acknowledge the receipt of a cash sum of Rs.1000/- (Rupees One thousand only)

From BFL SOFTWARE LIMITED, the settlor of this TRUST.

- 1. Mr. S.Sridhar :-
 - 2. Mr. K.R.Suresh :-
 - 3. Mr. K.R.Krishnamoorthy :-
- Trustees

Station: BANGALORE

Date : 10/08/98 .





1064
2015-2016

**DEED OF AMENDMENT NO.1 TO THE BFL EMPLOYEES EQUITY REWARD TRUST
DATED 10 AUGUST, 1998**

This Deed of Amendment No.1 is made at Bangalore, Karnataka on this 21st day of March, Two Thousand and Sixteen to the BFL Employees Equity Reward Trust Deed dated 10 August, 1998 (hereinafter referred to as **Original Trust Deed**);

BETWEEN

Mphasis Limited, a Public Limited Company incorporated under the Indian Companies Act and having its Registered Office at Bagmane World Technology Center, Marathahalli Outer Ring Road, Doddanakhundi Village, Mahadevapura, Bangalore – 560 048;

It is hereby clarified that BFL Software Ltd is now known as Mphasis Limited with effect from 24 November, 2006 pursuant to the fresh Certificate of Incorporate issued by the Registrar of Companies, Karnataka, consequent upon change of name.

(Hereinafter referred to as **"the Settlor"** and this expression unless it be repugnant to the context or meaning thereof, shall include its successors and assigns) of the ONE PART represented by Mr. **A Sivaram Nair**, Executive Vice President, Company Secretary, General Counsel and Ethics Officer.

AND

- a) **Mr. V Ganesh**, Trustee, aged 45 years, S/o (Late) K Vembu, presently residing at Number P-1-I-2, Indraprashta 45, 5th Main, OMBR Layout, Bangalore - 560043.
- b) **Mr. Bashyam Joseph Louis**, Trustee, aged 51 years, S/o Bashyam Anatullay Joseph, residing at #702, Ferns Paradise, Doddanekkundi, Bangalore-560 037.

CERTIFIED TRUE COPY

[Signatures]
For Mphasis Limited
Authorised Signatory



Print Date & Time : 21-03-2016 04:39:34 PM

೩.

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 1064

ಇಂದಿರಾನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 21-03-2016 ರಂದು 01:38:20 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	500.00
2	ಸೇವಾ ಶುಲ್ಕ	385.00
	ಒಟ್ಟು :	885.00

ಶ್ರೀ Mphasis Limited Rep by Mr.A.Sivaram Nair (Executive Vice President) ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Mphasis Limited Rep by Mr.A.Sivaram Nair (Executive Vice President)			

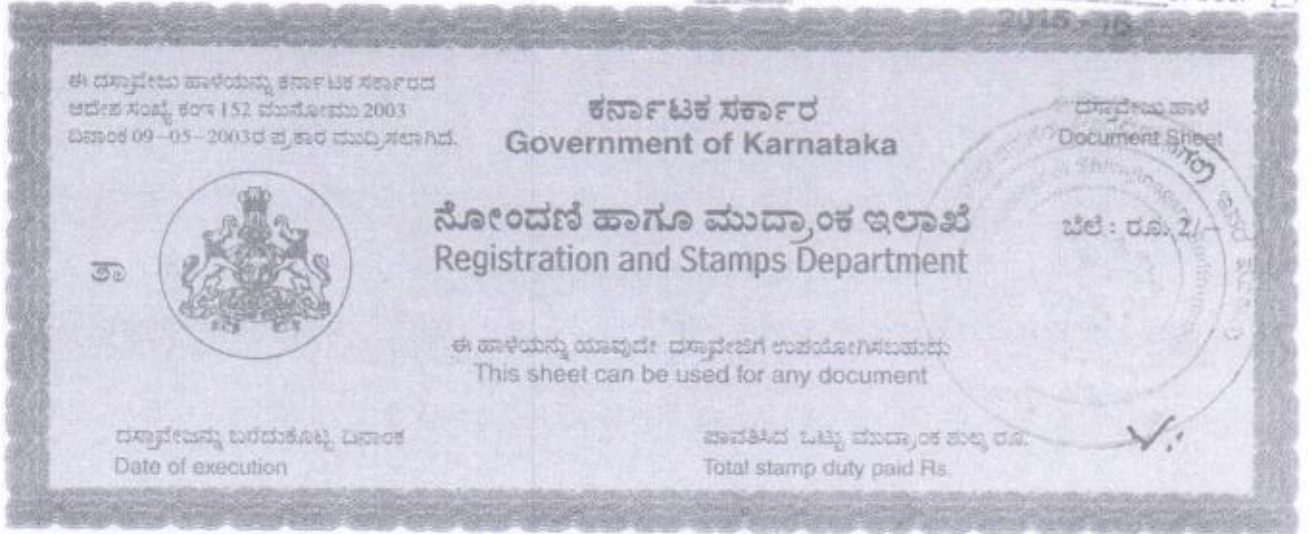
Shivaram Nair
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	Mphasis Limited Rep by Mr.A.Sivaram Nair (Executive Vice President) . (ಬರೆಸಿಕೊಂಡವರು)			
2	Mr.V.Ganesh S/o Late K Vembu . (ಬರೆಸಿಕೊಂಡವರು)			

Shivaram Nair
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು





c) **Mr. Kannan Sriraman**, Trustee, aged 44 years, S/o Kannan, residing at G012, 1st Floor, C Block Nandi Sunrise Apt, 29/1, Doddanekundi, Marathalli, Bangalore - 560037.

Being Trustees of the BFL Employees Equity Reward Trust (hereinafter referred to as "the Trustees") of the OTHER PART.

BACKGROUND









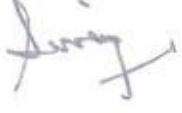
This Deed of Amendment No.1 is made to the BFL Employees Equity Reward Trust Deed dated. 10 August, 1998.

WHEREAS:

1. The Settlor and the Trustees have resolved and agreed to make certain amendments to the Trust Deed of the BFL Employees Equity Reward Trust, a trust constituted under the Indian Trust Act, 1882, (hereinafter the BFL Employees Equity Reward Trust being referred to as 'the Trust' and the Trust Deed of the BFL Equity Reward Trust **DATED 10 AUGUST 1998** being referred to as the 'the Trust Deed') through these presents on the terms mentioned herein below (hereinafter referred to as 'Deed of Amendment") to align with the provisions of the SEBI (Share Based Employee Benefits) Regulations, 2014 notified by Securities Exchange Board of India on 28 October, 2014 and to provide for other matters. All other terms and conditions of the Trust Deed shall remain unaltered and binding on both the Parties.

[Handwritten signatures]



ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
3	Mr. Basyam Joseph Louis S/o Basyam Anatullay Joseph (Trustee). (ಬರಸಿಹೊಂಡವರು)			
4	Mr. Kannan Sriraman S/o Kannan (Trustee). (ಬರಸಿಹೊಂಡವರು)			
5	Mphasis Limited Rep by Mr. A. Sivaram Nair (Executive Vice President). (ಬರಸಿಹೊಂಡವರು)			

Kannu
 ಅಧ್ಯಕ್ಷರು
 ಇಂಫಾಸಿಸ್ ಲಿಮಿಟೆಡ್
 ಬೆಂಗಳೂರು



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ನಂ: ರೂ. 2/-

2. This Deed of Amendment shall form part and parcel of the Original Trust Deed entered on 10 August, 1998 and shall be read together with the herein mentioned original Trust Deed.

In these presents unless there is anything repugnant to the subject or context thereof, all the words shall have the same meaning as defined in the Trust Deed.

NOW THIS DEED OF AMENDMENT IS WITNESSETH AS FOLLOWS:

1. **NAME OF THE TRUST**

(a) The name 'BFL Software Limited', being the name of the Settlor wherever appearing in the Trust Deed shall be deemed to be substituted with the name "Mphasis Limited" from the date of execution of these presents unless the context requires otherwise.

(b) Clause 1 of the Trust Deed shall be substituted as follows unless the context required otherwise :

The Trust shall be named as "MPHISIS EMPLOYEES EQUITY REWARD TRUST".

2. **THE FOLLOWING CLAUSES OF THE TRUST DEED SHALL BE SUBSTITUTED AS GIVEN BELOW:**

a. **Clause 2(c):**

The expression "Employee" shall mean employees who are employed on a full-time and permanent basis with Mphasis Limited in India or outside India, and /or its subsidiary company(ies) and shall include all directors, whether whole time or not, but shall exclude (i) an employee who is a Promoter or belongs to the Promoter Group (ii) a director who either by himself or through his relatives or through any body corporate, directly or indirectly



Page 3 of 7



PAGE NO 5


ಗುರುತಿಸುವವರು

W:

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Subramanian Narayan Ragmane World Technology Trade Centre, mahadevapura Bnagalore	
2	Aditya M M N K Building Munnekol .ou Lakshmi Layout, Marathahalli Bangalore	


ಸಹಿ ರಚಿಸಿದ
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬೆಂಗಳೂರು, ಬೆಂಗಳೂರು

TRUST NAME IS * BFL EMPLOYEES EQUITY REWARD TRUST *


ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬೆಂಗಳೂರು, ಬೆಂಗಳೂರು



4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ INR-4-01064-2015-16 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ INRD164 ನೇ ಧರಲ್ಲಿ
ದಿನಾಂಕ 21-03-2016 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ




ಬಿ.ಜಿ. ಕಮಲ
ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಇಂದಿರಾನಗರ)
ಬೆಂಗಳೂರು, ಬೆಂಗಳೂರು

Designed and Developed by C-DAC, ACTS, Pune

ಇಂದಿರಾನಗರ, ಬೆಂಗಳೂರು



PAGE NO-6

ಈ ದಸ್ತಾವೇಜು ಹಾಕೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕೆಂಇ 152 ಮುಖೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ವಹಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಕೆ
Document Sheet
ನಂ: ರೂ. 21

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಈ ಹಾಕೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುದು ಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

holds more than 10% of the outstanding equity shares of the Company and
(iii) an employee as defined in (i) and (ii) above of the subsidiary
company(ies) in or out of India.

b. Clause 2(d):

The expression "the beneficiary" shall mean any Employee as defined in
Clause 2 (c) to whom stock units have been granted and/or any person who
is entitled to shares pursuant to any ESOP framed by Settlor.

c. Clause 2(e)

"ESOP" shall mean the Employee Stock Option Plan and Restricted Stock
Units Plan adopted by the Settlor covering one or more beneficiaries
including employees of the Settlor and/or its subsidiaries and includes other
share based employee benefits permitted by Securities Exchange Board of
India Regulations.

**3. CLAUSE 10 OF THE TRUST DEED SHALL BE REPLACED WITH THE
FOLLOWING:**

In the event of any Beneficiary ceasing to be in the service or employment
(for any reasons whatsoever) of the Settlor, he shall *ipso facto* cease to be a
beneficiary under these presents, unless otherwise decided by the Settlor or
the Trustees. *The rights and obligations of the Beneficiaries shall be governed
by the ESOP of the Settlor.*

4. CLAUSE 13 OF THE TRUST DEED BE REPLACED WITH THE FOLLOWING:

It is hereby expressly provided that the Trustees shall administer the Scheme
in accordance with the Securities Exchange Board of India Regulations,
Companies Act, 2013 and Rules made thereunder and other applicable laws
in force from time to time. *Further, it is provided that, subject to provisions of*

Page 4 of 7

[Signatures]





೬.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Mphasis Limited Rep by Mr.A.Sivaram Nair (Executive Vice President) , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	1000.00	Paid in cash
ಒಟ್ಟು :	1000.00	

ಸ್ಥಳ : ಇಂದಿರಾನಗರ

ದಿನಾಂಕ : 21/03/2016


ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ಉಪನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ಇಂದಿರಾನಗರ

Designed and Developed by C- DAC ,ACTS Pune.





4. *the Trust, the Trustees may frame such Rules and Regulations for the administration of the ESOP in compliance with the Plan of ESOP adopted by the Settlor. However, in the event of there being a conflict Rules and Regulations and the Trust Deed, the latter shall prevail.*

The Trustee shall always act in the interest of the beneficiaries and shall be subject to provisions of the SEBI Regulations as may be applicable in relation to ESOPs.

5. **THE FOLLOWING IS INSERTED AS CLAUSE 13A AFTER THE EXTANT CLAUSE 13 OF THE TRUST DEED:**

13A. The Trust shall administer the following ESOP;

1. Employee Stock Option Plan 1998 Version I & II;
2. Employee Stock Option Plan 2000;
3. Employee Stock Option Plan 2003; and
4. Employee Stock Option Plan 2004

6. It is hereby expressly provided that the Trust shall be irrevocable and Settlor does not reserve any power of revocation of the Trust, except for compliance with any laws, rules, regulations, guidelines from any governmental agencies.

7. The Trustee and the Settlor may by deed amend, vary or modify the Trust Deed provided that no such amendment, variation or addition would be likely to prejudicially to affect the rights of the Beneficiaries and provided that the amendment, variation or addition is approved in accordance with such manner as may be permitted from time to time by SEBI.

[Handwritten signatures]



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ. 152 ಮುನ್ಸೀಲಾಯ 2003
ದಿನಾಂಕ 09-03-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

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ಬೆಲೆ : ರೂ. 1000
ಇವತ್ತು ಮೊದಲಿನಿಂದ
ಮಾನ್ಯತೆ

IN WITNESS WHEREOF THE SETTLOR AND THE TRUSTEES SET THEIR HANDS HERE TO IN THE PRESENCE OF THE ATTESTORS

This Deed of Amendment to the Trust Deed is made pursuant to a resolution passed by the Board of Directors of Mphasis Limited on 29 July, 2015.



A Sivaram Nair
Who being Company Secretary and General Counsel of Mphasis Limited has signed in presence of



Page 6 of 7



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕೆಆರ್ 152 ಮುನೋಜನು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka


ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.



SIGNED AND DELIVERED by the above named Trustees viz.,



Mr. V Ganesh



Mr. Bashyam Joseph Louis



Mr. Kannan Sriraman

Witnesses

1. Name Aditya M H
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2. Name Subramanian Narayana
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Page 7 of 7

DRAFTED BY

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