

Date: 18th January, 2019

BSE Limited, Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai - 400 001	National Stock Exchange of India Ltd., Exchange Plaza, C-1, Block G, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051
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Scrip Code: 540879

Symbol: APOLLO

ISIN: INE713T01010

Dear Sir(s),

Sub: Intimation of Execution of ESOS Trust Deed


Pursuant to Regulation 3(3) of the SEBI (Share Based Employee Benefits) Regulations, 2014 and SEBI Circular CIR/CFD/POLICY CELL/2/2015 dated June 16, 2015 we would like to inform you that trust deed of "Apollo Employees Foundation" formed in accordance with Apollo Employee Stock Option Scheme, 2018 ("ESOS 2018) has been duly executed on 9th Day of January, 2019.

Accordingly, we are enclosing herewith the copy of Trust Deed.

We kindly request you to take the same on record and bring to the notice of all concerned.

Thanking You

For Apollo Micro Systems Limited



Addepalli Krishna Sai Kumar
Whole Time Director (Operations)
DIN: 03601692

Enclosures: As above

APOLLO MICRO SYSTEMS LIMITED

Regd. Off: Plot No. 128/A, Road No. 12, IDA-Mallapur, Uppal Mandal, R.R. Dist - 500076, Telangana, India.

Tel No: 040 - 27167000 - 099, Fax No: 040 - 27150820

sales@apollo-micro.com, www.apollo-micro.com

CIN No: L72200TG1997PLC026556

SCANNED

CS
9.

M. KRISHNAM RAJU
S.V.L. NO. 91/99, R.L. NO.
MIG-8, DHARMA REDDY COLONY
K.P.H.B, R.R. DIST
HYDERABAD
LICENSE NO: 53/2006



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130748 JAN 09 2019
2000 2000 2000 2000 2000 2000 18:32
R. 0000500 PB5714
NON-JUDICIAL
STAMP DUTY
TELANGANA

2.30.9/11/2019

M. KRISHNAM RAJU
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MIG-8, DHARMA REDDY COLONY
K.P.H.B, R.R. DIST
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TRUST DEED



99151 3000000
130748 JAN 09 2019
2000 2000 2000 2000 2000 2000 18:32
R. 0000500 PB5714
NON-JUDICIAL
STAMP DUTY
TELANGANA

THIS DEED OF TRUST is made at Hyderabad on this day of 09th January 2019 BETWEEN:

APOLLO MICRO SYSTEMS LIMITED (CIN: L72200TG1997PLC026556) a company, incorporated under the Companies Act 1956, having its registered office at Plot No 128/A, Road No. 12, BEL Road, IDA Mallapur, Uppal Mandal, Hyderabad - 500076 (hereinafter called "the Settlor" which expression shall unless it is repugnant to the context or meaning thereof be deemed to include the said company and its successors and permitted assigns) of the One Part represented by its Managing Director **Mr. Karunakar Reddy Baddam**, who is authorised by the resolution of the Board of Directors duly passed on 1st November, 2018.

AND

Mr. Srishailam Aerpula son of **Mr. Chinna Mallaiah Aerpula** aged about 31 years residing at 1-10 Pagdipally, Bhongir Yadadri Bhongir, Telangana 508126; **Mr. Shivshankar Rampali** son of **Mr. Lakshmaiah** aged about 31 years residing at 1-12, Pagdipally, Bhongir Yadadri Bhongir, Telangana 508126 and; **Ms. Varsha Jain** daughter of **Mr. Sudhir Jain** aged about 25 years presently residing at 1-8-303/11 Devi PG hostel, Sindhi Colony, Begumpet, Secunderabad, Hyderabad, Telangana 500003 hereinafter jointly referred to as 'trustees' (which expression shall, unless excluded by or repugnant to the context, be deemed to include the trustee or trustees for the time being of these presents and their successors in office) of the other part.;

SD= 2500/-
Rs. 1000/-
364

[Signature] *[Signature]* *[Signature]*

[Signature]

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Kapra along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 1000/- paid between the hours of 1 and 2 on the 10th day of JAN, 2019 by Sri Karunakar Reddy Baddam

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Signature/Ink Thumb Impression

Sl No	Code	Thumb Impression	Photo	Address
1	AR			APOLLO MICRO SYSTEMS LTD REP BY MD KARUNAKAR REDDY BADDAM S/O. BADDAM PADMA REDDY FLATNO 202 SAI SILVER HEIGHTS HABSIGUDA HYD
2	TE			VARSHA JAIN D/O. SUDHIR JAIN 1-8-303/11 DEVI PG HOSTEL. BEGUMPET SEC BAD
3	TE			SHIVSHANKAR RAMPALI S/O. LAKSHMAIAH HNO.1-12 PAGDIPALLY, BHONGIR YADADRI
4	TE			SRISHAILAM AERPULA S/O. CHINNA MALLAIAH HNO.1-10 PAGDIPALLY, BHONGIR YADADRI

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1			A SHRAVAN R/O.PAGIDIPALLY NALGONDA	
2			CH VIMALA DEVI R/O H B CLY MOULA-ALI HYD	

10th day of January, 2019

Signature of Sub Registrar
Kapra

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PREAMBLE:

WHEREAS the Settlor is a publicly listed Company listed on the BSE Limited and the National Stock Exchange of India Limited.

AND WHEREAS the Settlor has been incorporated for the purposes of carrying on the business of Design, Development and supply of custom built and COTS solutions based on Embedded Systems, Signal Processing and other technologies in Hardware, Software and Electro-mechanical Systems.

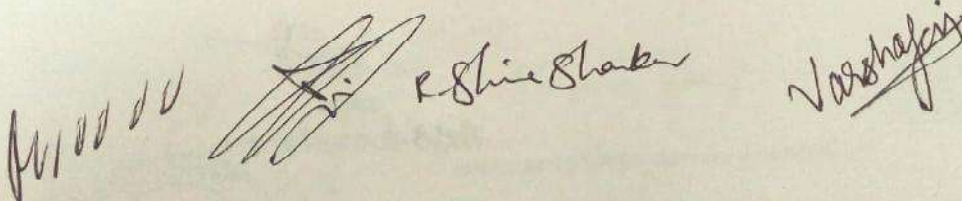
AND WHEREAS in view of the above the Settlor is desirous of setting up a Trust in the name and style of "**Apollo Employees Foundation**" having its principal office at Plot No 128/A, Road No. 12, BEL Road, IDA Mallapur, Uppal Mandal, Hyderabad – 500076 with an aim to administer Employees Stock Option Scheme of Apollo Micro Systems Limited as per the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 as amended from time to time and such other applicable laws.

AND WHEREAS subject to the trusts, powers, provisions, agreements and declarations hereinafter declared and contained of and concerning the same and the Settlor has requested the Trustees to act as the Trustees thereof, which the Trustees has consented to do (as is testified by their being parties to and executing this Deed);





AND WHEREAS it is necessary to declare the objects and terms of the trust, being constituted under these presents.

NOW THIS DEED OF TRUST WITNESSETH as follows:-

1. That the name of the trust shall be '**Apollo Employees Foundation**' and its office shall, for the present, will be situate at Plot No 128/A, Road No. 12, BEL Road, IDA Mallapur, Uppal Mandal, Hyderabad – 500076 and/or at such other place or places as the trustees may decide from time to time.



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 2019

E-KYC Details as received from UIDAI:			
SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX1725 Name: Aerpula Srishailam	S/O Aerpula Chinna Mallaiah, Pagidipally, Nalgonda, Andhra Pradesh, 508126	
2	Aadhaar No: XXXXXXXX1759 Name: Varsha Jain	D/O Sudhir Jain, Huzur, Bhopal, Madhya Pradesh, 462008	
3	Aadhaar No: XXXXXXXX8565 Name: Rampally Shiva Shankar	S/O Laxmaiah, Pagidipally, Nalgonda, Andhra Pradesh, 508126	
4	Aadhaar No: XXXXXXXX6209 Name: Baddam Karunakar Reddy	S/O Baddam Padma Reddy, Secunderabad, Hyderabad, Telangana, 500007	

Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	500	0	2500	0	0	0	3000
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	1000	0	0	0	1000
User Charges	NA	0	100	0	0	0	100
Total	500	0	3600	0	0	0	4100

Rs. 2500/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 1000/- towards Registration Fees on the chargeable value of Rs. 1000000/- was paid by the party through E-Challan/BC/Pay Order No .111E7F100119 dated , 10-JAN-19 of ,HDFS/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 3600/-, DATE: 10-JAN-19, BANK NAME: HDFS, BRANCH NAME: , BANK REFERENCE NO: 8072246818411, PAYMENT MODE: NB-1000200, ATRN: 8072246818411, REMITTER NAME: SRISHAILAM AERPULA, EXECUTANT NAME: SRISHAILAM AERPULA, CLAIMANT NAME: SRISHAILAM AERPULA)

Date:

10th day of January, 2019

Signature of Registering Officer
 Kapra

1వ పుస్తకము 2019 సం/శా.శ. 1940
 పు 09 నెంబరునా రిజిస్టరు చేయబడి
 స్కానింగ్ నిమిత్తం దృఢీకరించిన నెంబరు 1526
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 2019 నా సాక్షిని 10 వ తేది

నవ - రిజిస్ట్రార్
 కాపా
 మేజిస్ట్రేట్ - మల్కాజ్ గిరి జిల్లా

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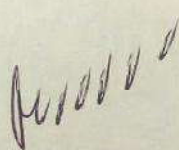
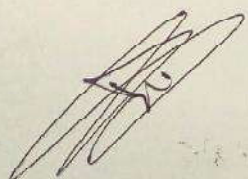
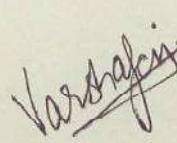



2. The Settlor in order to effectuate his aforesaid desire has set apart and handed over to the trustees, a sum of **Rs. 1,00,000 (Rupees One lakh only)** (hereinafter called the 'Trust Fund' which expression shall include cash and any other property or investments of any kind whatsoever into which the same or any part thereof might be converted, invested or varied from time to time or which may be acquired by the trustees or may come to their hands by virtue of these presents or by operation of law or otherwise howsoever in relation to these presents), and the trustees shall hold and stand possessed of the same upon the trust subject to the powers, provisions, agreements and declarations hereinafter contained.

3. The Settlor of the Trust agrees to lend such amount of money to the Trust/Trustees as may be required from time to time for fulfilling the objectives of this Trust. The Trustees agree to hold such monies received together with all accretions, additions and donations which may be received by the Trustees in future from the Settlor subject to the terms and conditions hereof for the benefit of the beneficiaries. The Trustees also agree to repay such sums as per the terms and conditions that may be agreed upon from time to time.

4. That the objects for which this trust is established are:

- a. Acquiring the Shares of the Settlor from the open market through stock exchanges by utilising the funds available at its disposal;
- b. To transfer shares to employees of the Settlor as may be identified by the nomination & remuneration committee of the Settlor constituted for administration and superintendence of the "Apollo Employee Stock Option Scheme 2018";
- c. To implement such schemes as the Settlor directs the trustees in the welfare of employees and their families in the area of education, medical, housing, skill

  R. Shrin Shaker 

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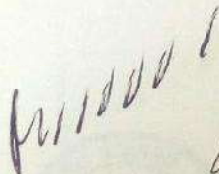

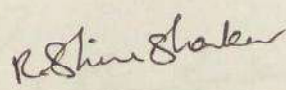
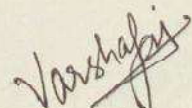


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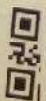


training and other related acts which would benefit directly or indirectly to the employees and their families.

- d. To do all acts incidental thereto to implement the above objects;
5. That the Trust Fund may be augmented by the income from the initial fund and also by donations, loans and other contributions from time to time.
6. That the Trust Fund shall not be applied for any purpose other than those specified in this Trust Deed or repayment of the loans.
7. That the Trustees shall always maintain proper books of accounts of the Trust which shall be kept at the office of the trust.
8. It would be the duty of the trustees to act in the interest of employees who are **beneficiaries** of the trust and subject to provisions of the regulations, it shall not act in any manner or include any provision in the trust deed that would be detrimental to the interests of the beneficiaries.
9. Without affecting the generality of the powers, provisions and authorities vested in the Trustees under these presents and for the furtherance of the objects of the trust, the Trustees shall have in addition thereto and not in substitution thereof, the following powers and authorities and they shall be entitled to execute all acts, documents and things necessary, ancillary or incidental thereto, that is to say :-
 - a. To accept any donation, contribution, grant or subscription in cash or in kind, from any person(s), body of persons or trust, with or without conditions.
 - b. To apply the whole or any part of the income of the trust, or the trust fund or accumulations thereto, to any one or more of the objects of the trust, as the trustees may, in their discretion, deem fit from time to time.

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- c. To convert and deal with the trust property and/or any investments for the time being.
- d. To invest the Trust Fund either in the purpose of mortgage of immovable property or in shares, stock or debentures or other securities and investments, or in deposits with or loans to any company, bank, firm or any other person, and to alter, vary or transpose such investments, from time to time at the discretion of the trustees.
- e. To borrow or raise or secure payments of moneys and also to lend money either with or without security.
- f. To sell, dispose of, alienate or otherwise deal with any property comprising the Trust Fund.
- g. To let out, demise any immovable property comprised in the Trust Fund for such period and at such rent on such terms and conditions as the Trustees in their discretion may think fit.
- h. To open account in the name of the Trust, Trustees and/or Institutions run/ conducted by the Trust with a Bank or Banks, to operate such account and to give instructions to the Bank and to provide for opening and operation of such account by one or more of the Trustees or by an agent appointed by the Trustees.
- i. To adjust, settle, compromise, compound, refer to arbitration, all actions, suits, claims, demands and proceedings regarding the Trust Fund.
- j. To appoint constituted attorneys or agents and to delegate to such attorneys or agents all or any of the powers vested on them under these presents and from

11/10/00



R. Shinde

Varshajis

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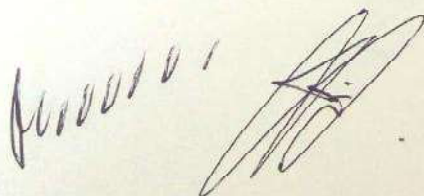


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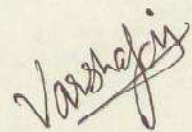


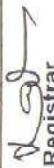
time to time remove such attorneys or agents and to appoint other or others in his or their place.

- k. To file petitions/complaints/suits to protect the Trust Property with the consent of the Settlor or the beneficiaries, the cost of the litigation shall be borne by either the Settlor or the beneficiaries in their respective ratio. To appoint Advocates, Vakils, Chartered Accountants, etc., to represent the Trust. To represent the Trust in all courts and before all other statutory authorities and to sign and verify plaints and written statements and to institute and defend suits and proceedings by or against the Trust. To compound, compromise or refer to arbitration any disputes, demands or sections by or against the Trust or any way relating to the Trust.
- l. To appoint or make provision for the appointment of any person (including all or any of the Trustees and committees or administrator or Managing Trustees or otherwise) for the purpose of the administration of the Trust in such manner and subject to such rules and regulation as the Trustees may prescribe and also to appoint or provide for the appointment of separate Trustees to hold any fund or investment subject to the provisions of this Deed in such manner and subject to such rules and regulations as the Trustees may from time to time think fit.
- m. To Frame rules for administration of the Scheme(s) in compliance with the scheme documents, object of the trust and the regulations as may be applicable from time to time.
- n. To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the affairs thereof and/or running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.



R. Shriniketan

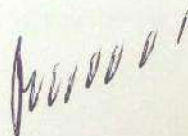




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- o. To start, abolish, discontinue and restart any charity or charitable institutions for the benefit of general public and to impose any conditions to any subscription or donation made by them.
- p. To set apart and/or allocate the whole or a part of the income or the corpus of the trust Fund or part thereof for any of the objects of the Trust.
- q. To join, co-operate or amalgamate this trust with other or others having kindred or allied objects, upon such terms and conditions as the trustees may in their discretion think fit, particularly having regard to and in conformity with the objects and nature of this Trust.
- r. To give aid by way of donations out of the income or the corpus of the Trust Fund or otherwise, to different charitable institutions, societies, organisations or Trusts in India which may have been established or which may hereafter be established for the like charitable purposes mentioned in these presents or any of them to enable such institution, societies, Organisation or Trustees to start maintain, or carry out such charitable objects.
- s. To settle all accounts and to compromise, compound, abandon, or refer to arbitration any action or proceedings or disputes, claim, demand or things, as deemed proper for such purpose without being responsible for any loss occasioned thereby.
- t. To borrow moneys either on the security of any property comprised in the Trust Fund or otherwise for all or any of the purposes of these presents, and it shall be lawful for the Trustees to make such borrowings on payment of such interest and otherwise on such terms and conditions as they may in their absolute discretion think fit.

  R. Shriniketan 

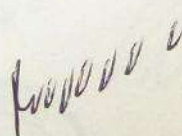
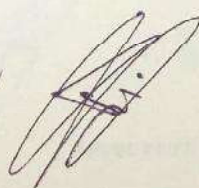
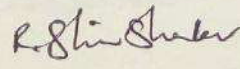
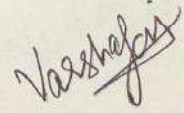
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- u. To apply to the Government, public bodies, urban, local, municipal, district and other bodies, corporation, companies, or persons for and to accept grant of money and of aid, donations, gifts, subscriptions, and other assistance with a view to promoting the objects of the trust and to discuss and negotiate with the Government Departments, public and other bodies corporations, companies or persons, scheme and other work and matters within the objects of the Trust and to conform to any proper condition upon which such grants and other payments may be made.
- v. To establish, promote, manage, organise or maintain or to assist in establishing, promoting, managing, organising, or maintaining any branch of the Trust or any other Trust or its branch with objects similar to those of this Trust and to promote or carry on the affiliation or amalgamation of such other Trust with this Trust.
- w. To take over, acquire, manage, control or aid any existing institution or institutions having objects either wholly or in part similar to the objects of this Trust and on such terms and conditions as may be thought expedient.
- x. To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any or more of the trusts, societies, institutions or associations with which this Trust is authorized to amalgamate.
- y. To transfer all or any part of the property, assets, liabilities and engagements of this Trust to any one or more of the trust, societies, institutions or associations with which this Trust is authorised to amalgamate.
- z. To transfer and hand over the Trust to any other Society, Corporation, Institution, Trust or Organisation on such terms and conditions as the Trustees shall in their absolute discretion think fit and proper to be held by the Society, Corporation, Institution, Trust or Organisation with the powers, provisions,

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agreements and declarations, appearing and contained in these presents subject to such modifications as may be necessary and consequent to such transfer of the Trust fund. The Trustees for the time being of these presents shall become discharged from the Trust thereof relating to Trust Funds so transferred.

aa. To do all such acts, deeds and things as may be necessary for the proper administration and management of the affairs of the Trust, so as to achieve the objects of the Trust.

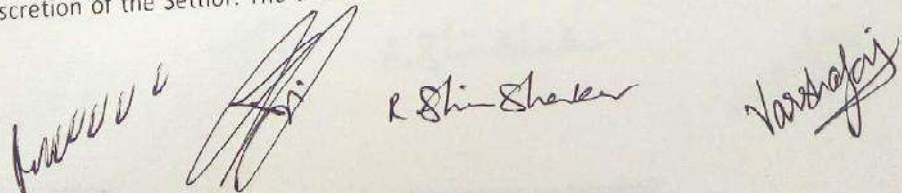
bb. The powers conferred under these presents shall be constructed liberally with the widest amplitude.

10. The Trustees shall be accountable only for such moneys, stocks, shares and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts or omissions or commissions of the other trustees, nor of any banker or other person with whom the trust properties or any securities may have been deposited or kept.

11. The Trustees will not be entitled to receive any remuneration, but the Trustees may reimburse themselves all expenses actually incurred by them in connection with the Trust or their duties relating thereto.

12. The Trustee are authorised to appoint such persons at such remuneration as the Trustees may deem fit.

13. The number of the Trustees shall not be less than two and more than seven. If the number of the trustees shall fall below two, the Trustees shall not, except for the purposes of filling any vacancy, act so long number is below the said minimum. The appointment, retirement, replacement, nomination of trustees shall be at the sole discretion of the Settlor. The trustee shall act strictly as per the covenants of this trust



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deed or in case of any matter which is not covered under the trust deed upon the direction of Settlor.

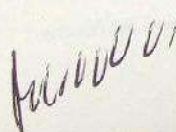

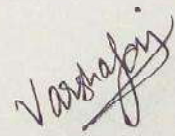
14. The managing trustees for the time being will be at liberty to appoint additional Trustee within the number mentioned above for such period or on such terms as to retirement and re-appointment as the trustees for the time being considered proper. A person shall cease to be a Trustee either: (i) if he without leave of absence does not attend three consecutive meetings of the Trustees or for one calendar year, whichever is longer, or (ii) if he is requested to resign by 3/4th or as near thereto as possible of the remaining trustees, or (iii) by virtue of resignation as per Clause 15 of this trust deed.

15. Every Trustee will be at liberty to resign on giving one month's notice of his intention to do so.

16. The Trustees may from time to time frame rules for the conduct and regulations of the meetings of trustees. In the absence of such regulations:-

- a. Two Trustees shall form a quorum for a meeting of the Trustees.
- b. All matters will be decided mutually by the Trustees.
- c. Resolution passed without any meeting of the Trustees but by circulation thereof and evidenced in writing under the hands of two thirds of the trustees shall be as valid and effectual as a Resolution duly passed at a meeting of Trustees.

17. The Trustees shall have the power to determine in case of doubt whether any moneys or property shall be considered as capital or income and whether out of income or capital any expenses or outgoings ought to be paid or borne and every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorise the Trustees to spend the income or corpus of the Trust for any purpose not authorised by these presents.

  R. Shrinubabu 

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18. The accounting year of the Trust shall be the financial year ending on 31st March every year.

19. The Trust and the Trust funds shall be and irrevocable for all times.

20. It is expressly declared that no part of the Trust property or its income or any accretion thereto shall be applied for any purpose or for the purpose other than for which the trust is formed.

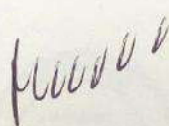

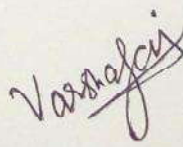
21. It is hereby agreed and declared that the Trustees herein appointed or to be appointed in future as hereinafter provided shall manage the trust property and shall not have power to deal with the Trust Property except as stated in this Deed.

22. It is hereby agreed and declared that the Trust Deed shall be submitted to Stock Exchanges where the shares of the Settlor are listed in accordance with Regulation 3(3) of Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 and also to Securities Exchange Board of India, if required. Any modifications to the Trust Deed by the Stock Exchanges or Securities Exchange Board of India shall be binding on the parties and be carried out accordingly.

23. The Trust and Trustee shall comply with Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 as amended from time to time.

24. On dissolution, the excess monies or shares remaining with the trust after meeting all the obligations, if any, shall be utilised for repayment of loan or by way of distribution to employees as recommended by the Nomination and Remuneration Committee.

25. It is hereby agreed that it would be the duty of the trustees to act in the interest of employees who are beneficiaries of the trust and subject to provisions of the regulations, it shall not act in any manner or include any provision in the trust deed that would be detrimental to the interest of the beneficiaries.

  R. S. Shukla 


26. Any defect in the constitution of trust shall not invalidate its proceedings.

27. For the matters not provided for in these presents, the provisions of the Indian Trust Act and Income Tax Act, 1981 and the rules made thereunder and SEBI (Share Based Employee Benefits) Regulations, 2014 will apply accordingly.

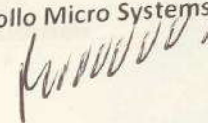
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

WITNESS:

1.



For Apollo Micro Systems Limited



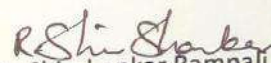
Mr. Karunakar Reddy Baddam
(SETTLOR)

2.



1. Mr. Srishailam Aerpula
(TRUSTEE)

2. Mr. Shivshankar Rampali
(TRUSTEE)



3. Ms. Varsha Jain
(TRUSTEE)

