



***JUBILANT***  
***FoodWorks***

**JUBILANT FOODWORKS LIMITED**

**AMENDED AND RESTATED  
JFL EMPLOYEES STOCK OPTION SCHEME 2011**

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## 1. Name of the Scheme

This Scheme shall be termed as the JFL Employees Stock Option Scheme 2011 ("**2011 Scheme**"). This 2011 Scheme has been adopted and approved pursuant to: (a) a resolution of the Committee (defined hereinafter) at its meeting held on May 25, 2011; and (b) a resolution of the Board of Directors passed by circulation on July 12, 2011. The 2011 Scheme has also been approved by the shareholders of the Company pursuant to a special resolution passed by the Shareholders at their annual general meeting held on August 20, 2011. The 2011 Scheme has been approved for employees of the Holding and Subsidiary companies by a separate Special Resolution passed on August 20, 2011 in the annual general meeting of the shareholders. The 2011 Scheme came into effect from September 1, 2011.

Subsequently, the 2011 Scheme has been amended pursuant to (a) a resolution of the Committee passed by circulation on May 13, 2013; and (b) a resolution of the Board of Directors passed by circulation on May 22, 2013. The 2011 Scheme was approved by the shareholders of the Company pursuant to a special resolution passed by the Shareholders at the annual general meeting held on August 8, 2013. The modified 2011 Scheme was effective from August 8, 2013.

Thereafter, the 2011 Scheme has been amended pursuant to (a) a circular resolution of the Committee passed on June 6, 2015; and (b) a circular resolution of the Board of Directors passed on June 30, 2015. The 2011 Scheme has also been approved by the shareholders of the Company pursuant to a special resolution passed by the Shareholders on September 3, 2015. The 2011 Scheme has been approved for employees of the Holding, Subsidiary and Associate Companies by a separate Special Resolution of the shareholders passed on September 3, 2015. The modified 2011 Scheme was effective from September 3, 2015.

### 1.A Amendment and Restatement:

Securities and Exchange Board of India, *vide* its notification dated August 13, 2021 has notified Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 ("**2021 Regulations**"). Accordingly, the 2011 Scheme has been amended and restated to meet the requirements of the SEBI Guidelines (*defined hereinafter*) by a (a) resolution of the Committee dated February 2, 2022; and (b) resolution of the Board dated February 2, 2022 ("**Amended and Restated ESOP Scheme 2011/ Scheme**"). This Amended and Restated ESOP Scheme 2011 shall be effective from February 2, 2022.

## 2. Purpose of the Scheme

Jubilant FoodWorks Limited ("**Company**"), a company limited by shares, incorporated and registered under the Companies Act, 1956 having its registered office at Plot No. 1A, Sector 16A, Gautam Buddha Nagar, Noida - 201301, Uttar Pradesh, has structured the Scheme for its eligible employees and for employees of its holding, subsidiaries and associate companies. The purpose of this Scheme is to attract, reward and motivate the

Employees for high levels of individual performance and for unusual efforts to improve the financial performance of the Company contributing to its success as well as to retain them. The Scheme will enable them to participate in the long-term growth of the Company. This purpose is sought to be achieved through the grant of Options (as defined later) to the Employees to acquire the Shares (as defined later) of the Company.

### **3. Definitions**

In this Scheme, except where the context otherwise requires, the following expressions or terms shall have the meanings indicated there against. The terms not defined in this Scheme shall have the meanings as defined in the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Companies Act, 2013, the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, or in any statutory modifications or re-enactments thereof, as the case may be.

Further, unless the context otherwise requires, words denoting the masculine gender shall include the feminine gender and words denoting the singular shall include the plural and vice versa.

- 3.1 “Acceptance Form” shall mean the form that the Grantee has to submit indicating his acceptance of the offer made to him to participate in the Scheme.
- 3.2 “Amended and Restated ESOP Scheme 2011” or “Scheme” shall mean the 2011 Scheme, as amended and restated from time to time and shall include any alterations, amendments, additions, deletions, modifications or variations thereof from time to time.
- 3.3 “Applicable Laws” shall mean all applicable laws, bye-laws, statutes, rules, regulations, orders, ordinances, notifications, protocols, treaties, codes, guidelines, policies, notices, directions, writs, injunctions, judgments, decrees or official directive of any court of competent authority or of any competent Governmental authority or person acting under the authority of any court of competent authority or of any competent Governmental authority of the Republic of India, as amended and modified from time to time, and includes regulations, rules, guidelines issued by the Securities and Exchange Board of India.
- 3.4 “Associate Company” shall have the meaning ascribed to it under Section 2(6) of the Companies Act, 2013.
- 3.5 “Beneficiary” shall mean the person, persons, trust or trusts designated by the Participant or in the absence of any designation by the Participant, a person or persons who is/ are entitled by the will of the Participant to receive the benefits specified in the Scheme, the legal heirs of the Participant, if the Participant dies intestate and includes the Participant’s executors or administrator, if no other beneficiary is designated and able to act under the circumstances and such other persons as may be added from time to time to the class of beneficiaries by notice in

writing and by the nomination form in the exercise of any powers conferred under the Scheme or any other agreements forming part thereof.

- 3.6 “Board” means the Board of Directors of the Company.
- 3.7 “Cause” shall mean negligence, fraud, professional misconduct, breach of trust, moral turpitude, committing or abetting any illegal activity, violating any Company policy or terms of employment or any other applicable code of conduct, absence from office for a substantial period of time without any valid reason or authority, or any other actions or circumstances of similar nature as may be decided by the Committee in its absolute discretion.
- 3.8 “Closing Date” shall have the meaning ascribed to it under Clause 7.4(d), hereof.
- 3.9 “Committee” shall mean the Nomination, Remuneration and Compensation Committee of the Board constituted in accordance with the provisions of Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the Companies Act, 2013.
- 3.10 “Company” shall mean Jubilant FoodWorks Limited, a company limited by shares, incorporated under the Companies Act, 1956 having its registered office at Plot No. 1A, Sector 16A, Noida 201301, Uttar Pradesh.
- 3.11 “Eligible Employee” shall have the same meaning as ascribed to it in Clause 4.1 of the Scheme.
- 3.12 “Employee” shall have the same meaning as ascribed to it under the SEBI Guidelines
- 3.13 “Exercise” shall mean making of an application by the Participant to the Company/ Committee/Trust for issue/ transfer of Shares against the Vested Options held by such Participant in pursuance of this Scheme and payment of the Exercise Price plus applicable taxes, if any, as per the terms of issue.
- 3.14 “Exercise Date” shall mean the date on which the Participant exercises his Vested Options and in case of partial exercise, means each date on which the Participant exercises part of his Vested Options.
- 3.15 “Exercise Period” in relation to a Vested Option shall mean the time period within which the Participant should apply for Exercise of such Vested Options, which shall be a period of 7 years from the First Vesting Date.
- 3.16 “Exercise Price” means the price payable by the Participant for exercising each Option granted to him in pursuance of the Scheme, in accordance with Clause 10, and which price shall be communicated to the Participant in the Grant Letter.

- 3.17 "FEMA Regulation" shall mean Foreign Exchange Management (Non-Debt Instruments) Rules, 2019 and shall include any alterations, amendments, additions, deletions, modifications or re-enactments thereof from time to time.
- 3.18 "First Vesting Date" shall have the meaning ascribed to it under Clause 9.3(i).
- 3.19 "Grant" shall mean the process by which a Grantee is given an Option on basis of his performance and fulfillment of the criteria decided by the Committee pursuant to this Scheme.
- 3.20 "Grant Date" shall mean the date on which the Committee approves the Grant of Options and the Options are granted to a Grantee by the Company under the Scheme provided however that for accounting purposes 'grant date' shall be determined in accordance with applicable accounting standards.
- 3.21 "Grant Letter" shall mean the letter by which Grant of an Option is communicated to the Grantee and setting out matters incidental and ancillary thereto.
- 3.22 "Grantee" shall mean an Eligible Employee selected by the Committee for the grant of Options under the Scheme.
- 3.23 "Holding Company" shall have the same meaning as defined in the Companies Act, 2013.
- 3.24 "Market price" shall have the same meaning as ascribed to it under the SEBI Guidelines. Further, as per the existing SEBI Guidelines, 'market price' means the latest available closing price on a recognized stock exchange immediately prior to the date of meeting of the Board/ Committee in which options are granted / shares are issued. If, on the date of such meeting, the Shares are listed on more than one stock exchange, the stock exchange where there is highest trading volume on the said date shall be considered.
- 3.25 "Nominee Director" shall mean a director of the Company who is nominated by an institution as its representative on the Board.
- 3.26 "Option" shall mean a right, but not an obligation granted to the Participant pursuant to this Scheme to acquire and be allotted/ transferred Shares of the Company at the Exercise Price determined in accordance with Clause 10 during the Exercise Period subject to terms and conditions of Vesting and upon such terms and conditions as may be specified in the Scheme and as determined by the Committee.
- 3.27 "Participant" shall mean a Grantee who accepts an offer from the Company to participate in the Scheme pursuant to Clause 8.
- 3.28 "Permanent Incapacity" shall mean any disability of whatsoever nature be it physical, mental or otherwise, which incapacitates or prevents or handicaps an

Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Committee based on a certificate of a medical expert identified by the Committee.

- 3.29 “Promoter” shall have the same meaning as ascribed to it under the SEBI Guidelines.
- 3.30 “Promoter Group” shall have the same meaning as ascribed to it under the SEBI Guidelines.
- 3.31 “Relative” shall mean the same as defined in the Companies Act, 2013.
- 3.32 “SEBI Guidelines” shall mean the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 issued by the Securities and Exchange Board of India under the Securities and Exchange Board of India Act, 1992 and includes any alterations, amendments, additions, deletions, modifications or re-enactments thereof from time to time including more specifically the 2021 Regulations and any amendments or modifications thereto.
- 3.33 “Secondary acquisition” has been defined under the SEBI Guidelines to mean acquisition of existing shares of a company by the trust on the platform of a recognized stock exchange for cash consideration.
- 3.34 “Share” shall mean an equity Share of the Company having a Face Value of Rs. 10/- (Rupees Ten).
- 3.35 “Shareholder” shall mean the registered or beneficial holder of a Share in the share capital of the Company.
- 3.36 “Subsidiary Company” shall have the same meaning as defined in the Companies Act, 2013.
- 3.37 “Termination Date” shall mean the date of termination (being the last working day) of employment of the Participant with the Company.
- 3.38 “Trust” shall mean JFL Employees Welfare Trust or any other trust constituted/to be constituted by the Company for the purposes of subscription of Shares from the Company and to acquire the Shares of the Company for the purpose of Scheme as permitted under the SEBI Guidelines, for holding and transferring of Shares to Participants in the manner specified in the Trust Deed and the Scheme or for any other acts as specified in the Trust Deed.
- 3.39 “Trust Deed” shall mean the Deed of Private Trust between the Company and the trustee(s), as modified, amended and/or amended and restated from time to time, for creation of JFL Employees Welfare Trust for the welfare of the Employees with

the objective of subscription of Shares from the Company and/or to acquire the Shares of the Company for the purpose of Scheme as permitted under the SEBI Guidelines for holding and transferring of Shares to Participants in the manner specified in the Trust Deed and the Scheme or for any other purpose, as specified in the Trust Deed.

- 3.40 “Unvested Option” shall mean an Option, which is not a Vested Option.
- 3.41 “Vested Option” shall mean an Option, which has been vested in the Participant as per Clause 9 or Clause 13 and has thereby become exercisable.
- 3.42 “Vesting” shall mean the process by which the Participant becomes entitled to receive the benefit of a grant made to him under the Scheme and the term ‘Vest’ shall be construed accordingly.
- 3.43 “Vesting Date” shall mean in relation to an Option, the date on and from which that Option vests in the Participant and thereby becomes exercisable.
- 3.44 **Construction**
- a) The headings/ sub-headings/ titles/ sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the Articles, which shall be interpreted solely in light of the contents thereof.
  - b) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
  - c) Any reference to ‘writing’ includes printing, typing, lithography and other means of reproducing words in visible form.
  - d) The term ‘including’ shall mean ‘including without limitation’, unless otherwise specified.
  - e) The provisions of the Scheme shall also be applicable to the Eligible Employees of the Associate Companies, Subsidiary Company and/or Holding Company. Accordingly, any reference to the term “company” and “employee” under the Scheme shall, unless the context otherwise provides, also mean to refer the Subsidiary/Holding/Associate Company and the Eligible Employees of such Subsidiary/Holding/Associate Company, respectively.

#### **4. Eligibility**

- 4.1 Subject to Clause 4.3, the following persons/ classes of persons shall be entitled to participate in the Scheme (“**Eligible Employees**”):



- a) A permanent employee of the Company in the grade M5 or equivalent (i.e. Manager) and/or above, who is exclusively working in India or outside India or such other category of Employees as may be decided by the Committee from time to time;
  - b) Director of the Company, whether a whole-time director or not, including the Nominee Director but not an independent director;
  - c) Employees/persons as enumerated in sub clauses (a) and (b) above, of a Holding and/or Subsidiary/Associate of the Company, in India or outside India; and
  - d) Such other persons, as may from time to time be allowed under Applicable Laws and as may be approved by the Committee.
- 4.2 The Committee will, based on parameters evolved/decided by it from time to time in its absolute discretion, decide which Eligible Employees should be granted Options under the Scheme and accordingly, the Company would offer the Options to the identified Eligible Employees.
- 4.3 An Employee who is a Promoter; or a person who belongs to the Promoter Group or a director, who either by himself or through his Relative or through any body corporate, directly or indirectly, holds more than 10 percent of the outstanding equity shares of the Company, shall not be eligible to participate in the Scheme.
- 4.4 The Nominee Director will have to fulfill the conditions provided for in SEBI Guidelines for being eligible under the Scheme.

## **5. Administration of the Scheme**

- 5.1 Subject to Applicable Laws, the Scheme shall be administered by the Committee, which may delegate its duties and powers in whole or in part as it determines. In case of Secondary Acquisition of shares or acquisition by way of a gift in accordance with Applicable Laws, the Committee shall delegate the administration of the Scheme to the Trust. The Committee is authorised to interpret the Scheme, to establish, amend and rescind any rules and regulations relating to the Scheme and to make any other determinations that it deems necessary or desirable for the administration and implementation of the Scheme. The Committee may correct any defect, omission or reconcile any inconsistency in the Scheme in the manner and to the extent the Committee deems necessary or desirable, as per the provisions of the Applicable Laws. Any decision of the Committee in the interpretation and administration of the Scheme, as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned (including, but not limited to, Grantee and/ or Participants and their Beneficiaries or successors). The Committee shall in accordance with this Scheme and Applicable Laws, determine the detailed terms and conditions of the Scheme and shall *interalia*, in its absolute discretion, do the following:

- a) Formulate detailed terms and conditions which shall include provisions specified by the SEBI in Part B of Schedule-I of the SEBI Guidelines. Adopt rules, regulations and policies for implementing the Scheme and amending, altering, modifying or rescinding the same from time to time. All Employees participating in the Scheme shall automatically be bound by such rules, regulations and policies adopted and/or amended by the Committee;
  - b) Frame suitable policies, procedures and systems to comply with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities market) Regulations, 2003, as amended from time to time, to be followed by the Participants, the Trust, the Company and its employees, as may be applicable;
  - c) Supervise the Scheme/Trust(s), if any, and resolve any issue that arises in the administration of the Scheme through the Trust(s), if any, and to direct the trustee(s) as and when required for smooth and proper administration of the Scheme, as per the Applicable Laws; and
  - d) Perform such other functions and duties as shall be required under the Applicable Laws.
- 5.2 All decisions made by the Committee in the matters referred to above shall be conclusive and binding on all parties concerned (including, but not limited to, Grantee and/ or Participants and their Beneficiaries and/or successors). Neither the Company nor the Committee nor any official(s) of the Company or the Trustee/Trust(s) shall be liable for any action or determination made in good faith with respect to the Scheme or any Option granted thereunder.
- 5.3 The number of members of the Committee and their powers and functions can be specified, varied, altered or modified from time to time by the Board, subject to the provisions of Applicable Laws.

## **6. Shares Pool**

- 6.1 Subject to Clause 17, the maximum number of Shares that may be issued pursuant to exercise of all Options granted to the Participants under this Scheme shall not exceed 25,00,000 (twenty five lacs) Shares which is equivalent to 25,00,000 (twenty five lacs) Options. The Company reserves the right to increase or reduce such number of Shares as it deems fit, in accordance with Applicable Laws. In case of any corporate action(s) such as right issues, bonus issues, change in capital structure, merger, split, consolidation of shares, sale of division/undertaking and others, the ceiling as aforesaid of 25,00,000 (twenty five lacs) Shares shall be deemed to be increased/decreased, as may be determined by the Committee pursuant to Clause 17 of the Scheme, to facilitate making a fair and reasonable adjustment to the entitlements of Participants under this Scheme.

- 6.2 Notwithstanding the foregoing provisions of Clause 6.1 of the Scheme, Options not vested due to non-fulfillment of the stipulated conditions, vested Options not exercised within the exercise period or the period specified in Clause 13 (as applicable) and any Options granted but not vested or exercised within the stipulated time due to any reasons, shall, unless otherwise determined by the Committee, lapse and these Options will be available for Grant by the Committee to any other Eligible Employee(s) as it may deem fit in its absolute discretion.

## **7. Grant of Options**

- 7.1 The Committee may offer the Options to a Grantee in accordance with the terms and conditions of the Scheme for the time being in force and based upon the performance of the Participant or criteria as decided by the Committee time to time.
- 7.2 Each Option will entitle the Participant, upon its Exercise, to one Share of the Company.
- 7.3 Subject to the limits specified under the Applicable Laws and Clause 17, the maximum number of the Shares that may be issued/ transferred pursuant to the Exercise of the Options to each Participant under this Scheme shall not exceed 6,00,000 (Six Lacs) in aggregate, and 3,00,000 (Three Lacs) during any one year. Further, maximum number of Options that may be issued to a non-executive director shall not exceed 25,000 (Twenty Five Thousand) during any one year and 50,000 (Fifty Thousand) in aggregate. Further, the face value of the Shares to be allotted/ transferred to the non-resident Eligible Employees shall not exceed the limits provided in FEMA Regulation.
- 7.4 The Grant of the Options by the Committee to the Grantee shall be made in writing and communicated to the Grantee by way of a Grant Letter. Such a Grant Letter shall state:
- a) the number of Options offered;
  - b) the Exercise Price;
  - c) the vesting schedule;
  - d) the date by which the offer can be accepted; ("**Closing Date**");
  - e) the conditions subject to which Vesting would take place; and
  - f) the terms and conditions of the Grant, including the lock-in conditions, if any;

The Grantee shall along with the Grant Letter be also furnished with the disclosures prescribed by SEBI under the SEBI Guidelines.

- 7.5 The Closing Date shall not be more than 120 (one hundred twenty) days from the Grant Date.
- 7.6 An offer made under Clause 7.1 is personal to the Grantee and cannot be transferred in any manner whatsoever.

## **8. Method of Acceptance**

- 8.1 Any Grantee who wishes to accept an offer made pursuant to Clause 7 must deliver an Acceptance Form, prescribed by the Committee from time to time, duly completed as required therein to the Committee on or before the Closing Date stated in the Grant Letter.
- 8.2 Any Grantee who fails to return the Acceptance Form on or before the Closing Date shall, unless the Committee determines otherwise, be deemed to have rejected the offer. Options that are not accepted by the Grantee in accordance with this provision will be available for Grant by the Committee to any other Eligible Employee(s) as it may deem fit in its absolute discretion, in accordance with this Scheme.
- 8.3 Upon receipt of a duly completed Acceptance Form from the Grantee in respect of the Grant, the Grantee will become a Participant.

## **9. Vesting of Options**

- 9.1 Subject to the terms contained herein, the acceptance in accordance with Clause 8, of a Grant made to a Grantee, shall conclude a contract between the Grantee and the Company, pursuant to which each Option shall, on such acceptance, be an Unvested Option.
- 9.2 Subject to Clause 13, the Options granted under this Scheme would Vest not earlier than one year from the date of Grant of such Options. Vesting of Options would be a function of achievement of performance criteria or any other criteria as specified by the Committee and communicated in the Grant Letter.
- 9.3 Subject to Participant's continued employment with the Company and Clause 13, the Options granted under the Scheme shall vest as per following schedule ("**Vesting Schedule**"):
- i) 20% of the Options at the end of first year from the Grant date ("**First Vesting Date**");
  - ii) 30% of the Options at the end of second year from the Grant date; and
  - iii) 50% of the Options at the end of third year from the Grant date

- 9.4 The Committee may at its discretion alter or change or vary the Vesting Schedule/vesting criteria and/or vesting conditions. The Committee may also provide for lock-in provisions.
- 9.5 Notwithstanding anything contained in this Scheme, the Committee may not Vest any of the Options already granted or Vest such lesser number of Options already granted, in the event it is found that the Participant has not met the performance criteria or if there is any Cause in relation to that Participant.
- 9.6 In case the Participant complies with all the pre-Vesting conditions, an authorised official of the Company would issue a letter to such Participant intimating the number of Options Vested.

## **10. Exercise Price & Mode of payment**

- 10.1 Save as provided under sub-Clause (b) of Clause 25, the Exercise Price of the Option shall be the Market Price of the Shares as defined in SEBI Guidelines, subject to conforming to the accounting policies specified in Regulation 15 of the 2021 Regulations.
- 10.2 The aggregate Exercise Price shall be paid in full upon the exercise of the Vested Options. Payment must be made by one of the following methods:
- (a) Cheque, banker's cheque or demand draft;
  - (b) Remittance directly from the Grantee's bank to the bank account of the Trust / Company (wire transfer);
  - (c) The proceeds of a loan program, if permitted by the Company at its discretion on such terms and conditions as may be provided;
  - (d) By any combination of such methods of payment or any other method acceptable to the Committee at its discretion.

The payment of Exercise Price and applicable taxes, if any, in respect of exercise of the Options shall be made by the Participant to the Company and/or the Trust, as the Committee or the Company, may prescribe, at the time of Exercise.

## **11. Exercise of Options**

- 11.1 The Vested Options shall be exercisable according to the terms and conditions as determined and set forth under the Scheme. For the removal of doubt, it is clarified that a Participant may exercise (a) the option vested at the end of first year from the grant date within seven years; (b) the options vested at the end of second year from the grant date within six years; and (c) the options vested at the end of third year from the grant date within five years.

- 11.2 Subject to Clause 13.1, the Participant alone can exercise the Vested Options.
- 11.3 Subject to Clauses 9 and 13, the Participant can exercise the Vested Options within the Exercise Period. Such exercise may be of all Vested Options or part of the Vested Options. However, no fraction of a Vested Option shall be exercisable.
- 11.4 Exercise of the Options shall take place at the time, place and manner prescribed by the Committee and by executing such documents as may be required under the Applicable Laws to pass a valid title to the relevant Shares to the Participant, free and clear of any liens, encumbrances and transfer restrictions save for those set out therein.
- 11.5 An Option shall be deemed to be exercised only when the Committee/ Trust receives written or electronic notice of Exercise along with requisite details (in prescribed form) and the Exercise Price along with applicable taxes, if any, from the Participant/ persons entitled to exercise the Option.
- 11.6 On Exercise, the Participant can subscribe to/ acquire the Shares on full payment of the Exercise Price and applicable taxes, if any, required to be deducted/collected by the Company in respect of exercise of the Options, and the Company/ Trust shall allot/ transfer the Shares to the Participant. Subsequent to allotment/ transfer, no Participant should seek to sell or otherwise transfer the Shares until there is a confirmation from the Company that the listing procedures with respect to the allotted/ transferred Shares have been completed.
- 11.7 Notwithstanding anything else contained in this Scheme, if the Participant does not Exercise his Vested Options within the time specified in Clause 11. 3 and 13 of the Scheme, the Options shall stand lapsed.
- 11.8 In case the Participant fails to exercise the Options, the amount paid by such Participant, if any, at the time of grant, vesting or exercise of Option:
- (a) may be forfeited by the Company if the Option is not exercised within the Exercise Period; or
  - (b) may be refunded to the Participant if the Options are not vested due to non-fulfilment of conditions relating to vesting of Option as per this Scheme.

## **12. Allotment/ Transfer of Shares**

- 12.1 Upon completion of a valid Exercise of Options as set out in Clause 11, the Committee/ Company/Board/Trust shall make an allotment/transfer of Shares to the Participant or by any other mechanism permissible under the Applicable Laws.
- 12.2 For purpose of allotment/transfer of Shares to Participant, the Trust shall acquire including by way of gift as permitted under Applicable Laws, purchase or subscribe to the Shares and thereby, inter-alia, utilize such Shares for the purpose

of providing them to the Participants upon Exercise of the Options under the Scheme. For the purpose of acquisition of Shares by the said Trust, the Trust shall be funded by the Company, as the case may be, either through a loan or any other form of financial assistance permissible under Applicable Laws. Further, the Trust may take loan from banks or any other source under Applicable Laws.

- 12.3 The Trust shall transfer the Shares to Participants in the manner specified in the Trust Deed. The trustee(s) of the Trust shall administer the transfer of Shares to the Participant as per the directions of the Committee/ Company and as stipulated in the Scheme.
- 12.4 Upon allotment/ transfer of the Shares, the Participants shall become members of the Company. The Shares to be allotted/ transferred shall rank *pari-passu* in all respects with the then existing Equity Shares of the Company.
- 12.5 At the time of allotment/ transfer of Shares pursuant to a valid Exercise, the Participant will be required to sign such document(s) as may be considered necessary by the Trust/ Committee/ Company to lawfully execute/ enforce various provisions of the Scheme.

### **13. Termination of Employment**

#### **13.1 On death of a Participant**

In the event of death of a Participant while in the employment of the Company, all the Options granted to him till such date and lying unvested shall vest in the Beneficiary of the deceased Participant with effect from the date of death of the deceased Participant. All the Vested Options shall be permitted to be exercised by the Beneficiary within 1 (one) year from the date of death or before the expiry of the Exercise Period, whichever is earlier. Subject to the provisions of this Clause, this Scheme shall apply *mutatis mutandis* to Exercise of Options by the Beneficiary and allotment/ transfer of Shares to the Beneficiary. Any Vested Option not exercised within this aforesaid period shall lapse and stand forfeited at the end of the aforesaid period.

#### **13.2 On disability of Participant**

In the event of the termination of a Participant's employment with the Company, as a result of Permanent Incapacity, all the Options granted to him till such date of Permanent Incapacity and lying unvested, shall vest in him on that day. All the Vested Options shall be permitted to be exercised by the Participant within 1 (one) year from the Termination Date or before the expiry of the Exercise Period, whichever is earlier. Any Vested Option not exercised within this aforesaid period shall lapse and stand forfeited at the end of the aforesaid period.

### **13.3 On Attainment of superannuation age or retirement**

After one year from grant date, in case service of the Participant with the Company is terminated due to retirement or on attaining superannuation age, then all the Unvested Options granted to him shall vest in him on a pro-rated basis as determined by the Committee. However, the Committee, at their sole discretion, may enhance the vesting of the Options upto 100% of the total Options granted. Further, in such cases, all Vested Options should be exercised within 1 (one) year from the Termination Date or before the expiry of the Exercise Period, whichever is earlier. Subject to above, all Unvested Options shall immediately stand cancelled and forfeited. Any Vested Option not exercised within this aforesaid period shall lapse and stand forfeited at the end of the aforesaid period.

### **13.4 Termination with Cause**

In case the termination of employment of a Participant with the Company is with Cause, his Options, Vested and Unvested shall stand forfeited at the Termination Date. In such a case, the contract referred to in Clause 9.1 shall stand automatically terminated.

### **13.5 Other terminations**

- a) In case the service of the Participant with the Company is terminated for reasons other than those specified in Clauses 13.1 to 13.4, all the Vested Options as on the Termination Date shall be permitted to be exercised within 90 days from the Termination Date or before the expiry of the Exercise Period, whichever is earlier. In case of termination of service due to resignation by the Participant, all the Vested Options as on the Termination Date shall be exercised by the Participant within 90 days of Termination Date or before the expiry of the Exercise Period, whichever is earlier. All the Unvested Options on the Termination Date shall stand cancelled and forfeited. Any Vested Option not exercised within this aforesaid period shall lapse and stand forfeited at the end of the aforesaid period.
- b) If a Participant is suspended from the services of the Company or to whom a show cause notice has been issued or against whom an enquiry is being or has been initiated for any reason whatsoever including but not limited to any Cause, all Options granted to such Participant, including the Vested Options which were not exercised, may be suspended or kept in abeyance or cancelled at the sole discretion of the Committee. In case of Options that have been suspended or kept in abeyance, the same may be vested in the concerned Participant on such additional terms and conditions, as may be imposed by the Committee in its absolute discretion.



### **13.6 Long Leave**

Duly approved long leave of the Participant shall not have any effect on the Scheme as applicable to the Participant.

### **13.7 Deputation/Transfer to a Holding/ Subsidiary/Associate Company**

Where a Participant is deputed or transferred to a Holding/Subsidiary/ Associate Company of the Company following the Grant of Options but prior to vesting or exercise, the vesting or exercise shall continue even after such deputation or transfer in accordance with this Scheme.

## **14. Notices and correspondence**

- 14.1 Any notice/ correspondence required to be given/ made by a Participant to the Company or the Committee may be given or made to the Company or the Committee at the registered office address of the Company or such other address as may be notified by the Company in writing.

Envelope containing the notice/ correspondence should be super-scripted with a notation **“Notice/ Correspondence under Amended and Restated ESOP Scheme 2011”**.

- 14.2 Any notice/ correspondence required to be given/ made by the Company or the Committee to a Participant shall be given or made by the Company or the Committee on behalf of the Company at the address provided by the Participant in his Acceptance Form.

## **15. Beneficiary nomination**

Each Participant under the Scheme may nominate, from time to time, any Beneficiary or Beneficiaries to whom any benefit under the Scheme is to be delivered in case of death of the Participant, before the exercise of Granted Options. Each such nomination shall revoke all prior nominations by the same Participant, shall be in a form prescribed by the Company and will be effective only when filed by the Participant in writing with the Company during the Participant's lifetime.

## **16. Non-transferability of Options**

Save as provided in Clause 13.1, the Options granted herein, are personal to the Participant. The Options cannot be assigned, alienated, pledged, attached, hypothecated, sold or otherwise transferred or encumbered by the Participant otherwise than by will or by the laws of inheritance, to the extent permitted under the Applicable Laws and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance not permitted herein shall be void and unenforceable against the Company.

## **17. Corporate Action**

In the event of any Corporate Action(s) such as right issue, bonus issues, change in capital structure, merger, split, consolidation of shares, sale of division/undertaking and others, the Committee, in consultation with the Board, may determine a procedure for making fair and reasonable adjustment to the entitlement of Eligible Employees under the Scheme, including by way of adjustment to the number of Options (vested as well as unvested) and/ or the Exercise Price in respect of the Options to be such number and/ or Exercise Price as is appropriate in accordance with the SEBI Guidelines and other Applicable Laws. Any such determination shall not be detrimental to the interest of the Participants.

In this regard, the following shall, inter alia, be taken into account by the Committee and the Board:

- i) The number and price of Options shall be adjusted in a manner such that the total value of the Options to a Participant remains the same after the corporate action;
- ii) The vesting period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Participants who have been granted such Options.

## **18. Taxes and Levies**

18.1 All the Options granted under the Scheme shall be subject to applicable taxes and levies. The Company or Committee shall withhold/ recover from the concerned Participant such taxes and levies as may be imposed by the Government, on Grant/ Exercise of Options or allotment/ transfer of Shares, under the Scheme.

18.2 Notwithstanding anything else contained in the Scheme, no Shares shall be allotted to the Participant or his Beneficiary, on exercise of the Options under the Scheme unless taxes and levies as mentioned above are recovered.

## **19. Listing of the Share**

Subject to the SEBI Guidelines and approval of the stock exchanges, the new Shares issued and allotted on Exercise of the Options shall be listed on the recognized stock exchanges on which the Shares are listed from time to time.

## **20. Disclosure and accounting policies**

The Company shall comply with the accounting policies and disclosure policies, as prescribed under the SEBI Guidelines in connection with Grant and Exercise of Options.

## **21. Dispute Resolution**

In the event of a dispute arising out of or in relation to the provisions of this Scheme (including a dispute relating to the construction or performance thereof), the relevant parties shall attempt in the first instance to resolve such dispute through an amicable settlement. The attempt to bring about an amicable settlement shall be considered to have failed as soon

as one of the parties hereto, after reasonable attempts, which attempt shall continue for not more than 30 (Thirty) days, gives 10 (Ten) days' notice thereof to the other party in writing.

In case of such failure, either party may refer the dispute to an arbitrator appointed by both the parties and failing such agreement, to 3 (Three) arbitrators, 1 (One) to be appointed by each party and the presiding arbitrator to be jointly appointed by the party chosen arbitrators. The arbitration proceeding shall be held in New Delhi and in English language under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The award shall be a reasoned award in writing. The arbitrator(s) shall also decide on the costs of the arbitration proceedings. The parties shall submit to the arbitrator's award and the award shall be enforceable in competent court of law at Uttar Pradesh.

## **22. Governing Law**

This Scheme, the Options and all agreements thereunder shall be governed by and construed in accordance with the Applicable Laws of India.

## **23. Scheme severable**

The Options are subject to the Scheme. Any term of the Scheme that is contrary to the requirement of the SEBI Guidelines or any other Applicable Laws or other Indian regulations shall not apply to the extent it is contrary.

## **24. Regulatory approvals**

The implementation of the Scheme, the granting of any Option under the Scheme and the issuance/ transfer of any Shares under this Scheme shall be subject to the procurement by the Company and the Participants of all approvals and permits required by any regulatory authorities having jurisdiction over the Scheme, the Options and the Shares issued/ transferred pursuant thereto. The Participants under this Scheme will, if requested by the Committee, provide such assurances and representations to the Company or the Committee, as the Committee may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.

The Committee shall make all relevant disclosures in the Directors' Report in relation to the Scheme as are required under Regulation 14 of the SEBI Guidelines, as and when it is applicable.

## **25. Modification of Scheme**

The Committee may pursuant to a special resolution passed at a general meeting/ through postal ballot at any time and from time to time:

- a) Revoke, add to, alter, amend or vary all or any of the terms and conditions of the Scheme;

- b) Alter the Exercise price, if the issued Options become unattractive due to fall in market price of the Shares.

**Provided that** no variation, alteration, addition or amendment to the Scheme or the Exercise Price can be made if it is detrimental to the interest of the Participant/Grantee unless the terms are varied to meet any regulatory requirements as per Regulation 7(2) of the SEBI Guidelines.

## **26. Miscellaneous Provisions**

- a. The Participant (or the Beneficiary) shall have no rights as a shareholder of the Company with respect to the Options/ Shares under this Scheme (including any right to receive dividend or voting rights) until the Shares have been issued/ transferred to such Participant (or the Beneficiary) in accordance with this Scheme and name of the Participant (or the Beneficiary) has been entered in the register of members of the Company as the holder of the Shares.
- b. Unless the Options are granted to the Participant, neither the adoption of the Scheme nor any action of the Board or the Committee or the Trust or the shareholders of the Company shall be deemed to give an Employee, any right to claim or be granted any Option or a right to acquire Shares under the Scheme.
- c. This Scheme shall not form part of any contract of employment between the Company and an Eligible Employee and the rights and obligations of any Eligible Employee under the terms of his office or employment shall not be affected by his participation in this Scheme or any right which he may have to participate in it and this Scheme shall afford such an Eligible Employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason. It is clarified that nothing contained herein or in the Grant Letter shall give or confer upon the Grantee or the Participant, any right for continuation of any employment with the Company or interfere in any way with the right of the Company to terminate the employment of such Employee.
- d. This Scheme shall not confer on any person any legal or equitable rights against the Company or the Committee directly or indirectly or give rise to any cause of action at law or in equity against the Company / Committee / Trust or the Trustee(s).
- e. The Participant shall comply with the provisions of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities market) Regulations, 2003 as well as any Code of Conduct or such similar policies, procedures or systems formulated or adopted by the Company or the Committee and communicated to the Participant from time to time. Any violation of the Applicable Laws or Code of Conduct may result in cancellation of all Vested and Unvested Options as well as subject the Participant to disciplinary action at the discretion of the Company.

- f. The Company shall bear the costs of establishing and administering this Scheme, including any costs of the Company's auditors or any independent financial advisor in relation to the preparation of any confirmation by them or provision of any other service in relation to this Scheme.
- g. A Grantee shall, before accepting a Grant, obtain all necessary consents that may be required to enable him to accept the Grant and the Company/ Trust to allot or transfer to him in accordance with the provisions of this Scheme, the Shares due to be allotted/ transferred upon the exercise of his Vested Options. By accepting a Grant, the Grantee thereof is deemed to have represented to the Company or the Committee that he has obtained all such consents. Compliance with this paragraph shall be a condition precedent to an acceptance of a Grant by a Grantee.
- h. The existence of this Scheme and the Grants made hereunder shall not in any way affect the right or the power of the Company to make or authorize any change in capital structure (including any issue of shares, debt or other securities having any priority or preference with respect to the then existing Shares (including Shares underlying the Options) or the rights thereof) or to prevent the Company from taking any corporate action or change its capital structure which is deemed by the Company to be appropriate or in its best interest.
- i. The acceptance of the Grant is entirely voluntary and the Company or the Committee does not guarantee any return on Shares.
- j. Notwithstanding anything else contained in this Scheme, Options not Vested due to non-fulfillment of the stipulated conditions, Vested Options not exercised within the Exercise Period or the period specified in Clause 13 (as applicable) and any Options granted but not Vested or Exercised within the stipulated time due to any reasons, shall, unless otherwise determined by the Committee, lapse and these Options will be available for Grant by the Committee to any other Eligible Employee(s) as it may deem fit in its absolute discretion, whether under the present Scheme or under a new scheme, subject to compliance with the provisions of Applicable Laws. The terms relating to exercise price, exercise period, vesting, etc. in respect of such lapsed Options to be granted as aforesaid, will be determined by the Committee at the time of Grant as it may deem fit in its absolute discretion, subject to compliance with all Applicable Laws.
- k. In the event the transfer/ allotment of Shares to the Participants is administered through the Trust, the obligations of the Company in connection with the transfer/ allotment of Shares to a Participant upon Exercise may be met by the Company through the Trust subject to the Scheme and the Trust Deed.
- l. Notwithstanding the amendment and restatement of the Scheme, any actions taken or purported to have been done under the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, shall be deemed to have been done or taken under the corresponding provisions of 2021 Regulations.

**27. Set-off**

It shall be the Company's or the Committee's obligation to convey to the Participant that the Shares shall be subject to set-off or counter claim of amounts owed by the Participant to the Company or the Trust, to the extent permissible under the Applicable Laws.

**28. Term of the Scheme**

- a. The Scheme shall continue in effect unless terminated by the Company.
- b. Any such termination of the Scheme shall not affect Options already granted and such Options shall remain in full force and effect as if the Scheme had not been terminated unless mutually agreed otherwise between the Participants and the Committee/ the Company.

**29. Confidentiality**

The Participant shall not divulge the details of the Scheme and/ or his holdings to any person except with the prior written permission of the Committee unless so required to do under any statutes or regulations applicable to such Participant.