

MAHINDRA LIFESPACE DEVELOPERS LIMITED

EMPLOYEES STOCK OPTION SCHEME – 2012

The Mahindra Lifespace Developers Limited Employees Stock Option Scheme-2012 (ESOS-2012) has been formulated by the Remuneration Committee (now Nomination & Remuneration Committee) of Directors of Mahindra Lifespace Developers Limited and approved by it in its meeting held on 4th August, 2012 pursuant to the authority vested in it by the Shareholders at the 13th Annual General Meeting of the Company held on 24th July, 2012 and in accordance with the Securities and Exchange Board of India (Employees Stock Option Scheme and Employees Stock Purchase Scheme) Guidelines, 1999. The said ESOS 2012 has been amended by the Nomination & Remuneration Committee, pursuant to approval of the shareholders at their 21st Annual General Meeting held on ____, vide in accordance with the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 (“SBEB Regulations”) and Circular No. CIR/CFD/POLICY CELL/2/2015 dated 16 June 2015 (“Circular”) issued by Securities and Exchange Board of India (“SEBI”). Wherever applicable, ESOS 2012 shall be in accordance with the regulations prescribed by SEBI and / or any other regulatory authority as applicable to the Company and shall not contravene any other law, for the time being in force that is material for giving effect to ESOS 2012.

1. Purpose

The Company already has a remuneration policy, which is linked to performance of the employee, the seniority of the employee, the commitment in executing his/her duty, etc. The objective of the ESOS-2012 is not merely to have another kind of remuneration. The objective is also to use the scheme as a business strategy to enhance the Company's profitability by providing equity linked incentive to employees, so that the employees keep exploring possibilities of increasing the revenue, saving costs and enhancing the profits of the Company. With this objective in mind the ESOS-2012 will provide the employees with an additional incentive in the form of Options - 2012 to receive the equity shares of the

Company at a future date and motivate them to remain with the Company.

The Company proposes to issue and allot the shares in respect of the ESOS-2012 to the eligible employees / directors in accordance with a scheme framed in that behalf through any appropriate mechanism such as direct grant to the eligible employees or through a Trust or other entity which may be set up for that purpose, or through any combination of the above and such a scheme may also contain provisions for providing financial assistance to the employees / Trust /entity to enable the employees / Trust / entity to acquire, purchase or subscribe to the Securities.

2. Definitions

The following terms as used herein shall have the meaning specified:

- (a) **Company** means Mahindra Lifespace Developers Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 5th Floor, Mahindra Towers, Worli, 400 018.

- (b) **Employee(s)** means:
 - (i) a permanent employee of the company who has been working in India or outside India; or
 - (ii) a director of the company, whether a whole time director or not but excluding an independent director; or
 - (iii) an employee as defined in clause (i) or (ii) of a subsidiary, in India or outside India, or of a holding company of the company
 - (iv) Such other persons / companies, as may from time to time be allowed under laws, rules, regulations as may be applicable from time to time.

but does not include:

- a. an employee who is a promoter or a person belonging to the promoter group; or
 - b. a director who either himself or through his relative or through any body corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the company;
- (i)
- (c) **Eligible Employee(s) or Beneficiary(ies)** means all Employees to whom an Option is Granted under the ESOS-2012, or those Employees who satisfy the eligibility criteria for Grant of Options - 2012.
 - (d) **Equity Share** means an equity share of the face value of Rs.10 (Rupees Ten only) each in the Company or where the equity share of the Company has been split up into a par value of less than Rs. 10 (Rupees Ten only), then the equivalent number of equity shares for the revised par value per equity share.
 - (e) **Exercise** means the act whereby the Eligible Employee actually applies in the prescribed format to the Trust or to the Company, or to the other entity as the case may be to exercise the Option – 2012 granted to him/her under the ESOS - 2012, in accordance with the procedure laid down by the Company.
 - (f) **Exercise Date** means the date on which a Beneficiary exercises his/her Option - 2012 to acquire the Equity Shares of the Company.
 - (g) **Exercise Price** means the price at which the Eligible Employee is entitled to acquire the Equity Shares pursuant to the Options – 2012 granted and vested in him/her under the ESOS-2012. The Exercise Price per Equity Share shall be decided in accordance with the recommendations of the Nomination & Remuneration Committee at the time of Grant of Options, provided that Exercise Price shall be equal to or not less than the face value of the Equity Shares of the Company. In determining the Exercise Price as aforesaid, the Nomination & Remuneration Committee shall take into consideration relevant factors prevalent at the time of grant which, among

other things, would include the trend in the market price of the Company's shares quoted on the Stock Exchange, the regulations and guidelines prescribed by the Securities and Exchange Board of India or any other regulatory authority from time to time.

- (h) **Exercise Period** means the period specified by the Nomination & Remuneration Committee while recommending grant of Options - 2012, not being later than five (5) years from the date of vesting, within which an Eligible Employee is entitled to exercise the Option- 2012 vested in him/her to acquire the Equity Shares of the Company in accordance with the terms of this ESOS-2012.
- (i) **Exercise Application** means the application form as may be prescribed, in which the Eligible Employee has to apply to the Company / Trust / entity for exercising the Options - 2012 granted and vested to/in him/her.
- (j) **Grant** means issue of Options – 2012 to Employees under ESOS – 2012.
- (k) **Letter of Grant** means the letter issued by the the Company or Trust or the other entity as the case may be intimating the Eligible Employee of the date of Grant, the Options granted to him/her for acquiring a specified number of Equity Shares from the Company / Trust/entity at the Exercise Price.
- (l) **Market Price** means the closing price of the Equity Shares of the Company on The Bombay Stock Exchange Limited on the date of the recommendations of the options by the Nomination & Remuneration Committee.
- (m) **Nomination & Remuneration Committee** means the Committee constituted by the Board comprising of such members of the Board as required under Section 178 of the Companies Act and relevant provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended and entrusted with the authority to formulate, administer and implement the ESOS.

- (n) **Option(s)** means a right but not an obligation granted under this ESOS-2012 to the Eligible Employees to acquire from the Company / Trust/ entity a specified number of Equity Shares of the Company, underlying the Option(s), at a future date at the Exercise Price.
- (o) **Trust** means Mahindra Lifespace Developers Limited Employees' Stock Option Trust.
- (p) **Trustees** means trustees appointed in accordance with the Deed of Trust executed by the Company for the purpose of establishing the Trust.
- (q) **Vesting** means the process by which the employee is given the right to apply for shares of the company against the Options - 2012 granted to him in pursuance of ESOS-2012.

3. Constitution of the Trust and the Nomination & Remuneration Committee

The Company may set up a Trust which shall administer the ESOS-2012 in accordance with the terms of a Deed of Trust to be executed by the Company and the directions given by the Nomination & Remuneration Committee from time to time under the ESOS-2012. The Trustees shall Grant Options-2012 based on the recommendations of the Nomination & Remuneration Committee. On the exercise of the Options - 2012 by the Eligible Employees, the Trust shall distribute the Equity Shares in respect of such Options – 2012 to the Eligible Employees. The Trustees shall be advised by the Nomination & Remuneration Committee in relation to the operation of the ESOS-2012, which advice shall be binding upon the Trust. No member of the Nomination & Remuneration Committee or the Trust shall be liable for any action or determination made by him/her in good faith. No Trustee shall participate and / or vote with respect to any Option- 2012 granted or to be granted to such Trustee under the ESOS-2012.

- (a) Subject to the terms of the resolution passed by the shareholders of the Company at the 13th Annual General Meeting held on 24th July, 2012,

approving the issue of shares to the Employees under an Employees Stock Option Scheme and the regulations prescribed by the Securities and Exchange Board of India, the Nomination & Remuneration Committee in its absolute discretion has been authorised to determine and recommend to the Company / Trust / other entity, as the case may be, all the terms governing the ESOS - 2012 including but not limited to:

- determining the Eligible Employees to whom the Options- 2012 are to be granted;
- the time when the Options- 2012 are to be granted;
- the number of tranches in which the Options - 2012 are to be granted and the number of Options – 2012 to be granted in each such tranche;
- the quantum of Options- 2012 to be granted at various points in time;
- the criteria for determining the number of Options- 2012 to be granted to the Eligible Employees and exception, if any, required to be made in deserving cases;
- the number of Options- 2012 to be granted to each Eligible Employee;
- the terms and conditions subject to which the Options- 2012 granted would vest in the Eligible Employee;
- the date of vesting of the Options- 2012 granted;
- the terms and conditions subject to which the Options- 2012 vested would be exercisable by the Eligible Employee;
- the date by which the Options- 2012 have to be exercised by the Eligible Employee;
- the number of Options – 2012 to be apportioned/allocated for various

grades of Eligible Employees;

- assignment of weightage to, grade and performance rating; and
- the number of Options – 2012 reserved, if any, for granting to new employees who would join the services of the Company.

The terms prescribed by the Nomination & Remuneration Committee shall be final and binding on all the Employees and the Trust/entity.

The Nomination & Remuneration Committee shall also frame suitable policies and systems to ensure that there is no violation of:

- (i) Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992; and
- (ii) Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003

by any Employee.

With respect to any matters that are not specifically provided for, the Nomination & Remuneration Committee shall have absolute discretion to decide such matters in the manner deemed fit by it and any such decision of the Nomination & Remuneration Committee shall be binding on all Eligible Employees and the Trust / entity.

4. Total number of Equity Shares in respect of which Options- 2012 could be granted.

The total number of Options – 2012 that may, in the aggregate, be issued would be such number of Options – 2012 which shall entitle the Option holders to acquire in one or more tranches upto 817,610 equity shares of Rs.10 each which represent 2% (two per cent) of the issued Equity Share Capital of the Company as on 31st March, 2012 (or such other adjusted figure for any bonus, stock splits or

consolidation or other re-organisation of the capital structure of the Company as may be applicable from time to time).

The Company /Trust / entity shall, on the basis of the recommendations of the Nomination & Remuneration Committee, grant from time to time the Options- 2012 to the Eligible Employees; provided that the maximum number of options to be granted to any Employee under ESOS-2012 shall not in the aggregate exceed 1,00,000.

The Nomination & Remuneration Committee is authorised to determine in its absolute discretion the number of tranches in which the Options – 2012 may be granted by the Company /Trust / entity.

In case Options – 2012 are granted through Trust, subject to the terms and conditions mentioned in the Trust Deed, the Trust may, at the discretion of the Trustees, from time to time, for the purposes of the Trust purchase and hold on trust the Equity Shares of the Company on any of the stock exchanges where the shares of the Company are listed.

5. Options allocated for various grades/groups of grades of Eligible Employees and for individual allotment based on grade and/or performance rating.

The Nomination & Remuneration Committee shall have the authority to allocate a certain percentage out of the total available Options - 2012 for being granted to various grades/group of grades of Eligible Employees. The Nomination & Remuneration Committee shall also have in its absolute discretion the authority to further allocate a certain percentage out of the aforesaid, for grant of the Options – 2012 to individual Eligible Employees based on criteria such as minimum length of service, the grade of Employee, performance record, merit of the Employee, etc.

6. Basis of determining the number of Options - 2012 to be Granted

The criteria for eligibility of the Eligible Employees for the Grant of Options - 2012 will be decided by the Nomination & Remuneration Committee based on criteria such as minimum length of service, the grade of Employee, performance record,

merit of the Employee, etc. The Nomination & Remuneration Committee may review and revise the criteria for eligibility as aforesaid in keeping with the needs of the business and remuneration policies. The Nomination & Remuneration Committee in deserving cases may make an exception to such criteria and allocate Options – 2012 to Employee.

The actual number of Options - 2012 to be granted to each Employee would be in accordance with the criteria determined by the Nomination & Remuneration Committee in its absolute discretion, and communicated to the Company /Trust/entity.

The Nomination & Remuneration Committee may not recommend the Grant of any Options- 2012 or may not recommend the vesting of Options - 2012 already granted in the event the Eligible Employee has not performed up to the expectations or has not attended the office for a substantial period of the financial year of the Company or in case of misconduct of the Employee or in such other circumstances as it may deem fit in its absolute discretion.

The date of the meeting of the Nomination & Remuneration Committee for considering the grant of the Options- 2012 would be the relevant date for determining the criteria for considering the Grant of Options - 2012.

7. Vesting of the Options Granted

The Options - 2012 granted would vest within such time from the date of grant and in such number of instalments and subject to such terms as the Nomination & Remuneration Committee may determine, in its absolute discretion and recommend to the Company/ Trust / entity, at the time of grant of the Options- 2012, subject to a minimum vesting period of one year.

The maximum vesting period may extend up to five years from the date of grant of Options - 2012, unless otherwise determined by the Nomination & Remuneration Committee.

8. Procedure of Granting and exercising

A. Grant

The Company /Trust / entity shall upon the recommendation of the Nomination & Remuneration Committee Grant such number of Options- 2012 to all such Eligible Employees who have been recommended by the Nomination & Remuneration Committee. The Company/Trust /entity shall issue Letters of Grant within such time from the date of Grant as it may deem fit, containing such terms and conditions relating to the vesting and exercise of the Options- 2012 as may be stipulated by the Nomination & Remuneration Committee and in particular the following:

- a. Employment Agreement: The Company /Trustees/ entity may, in their discretion, include in the terms of any Option- 2012 granted under the ESOS-2012, a condition, that the Eligible Employee shall agree to remain in the employment of, and to render services to, the Company, or, as the case may be, a subsidiary company, for a period of time, specified in the Agreement, from the date of Grant. The grant of Option- 2012 shall, however, not impose upon the Company any obligation to employ the Eligible Employee for any period of time.
- b. Number of Equity Shares: Each Letter of Grant shall state the total number of Equity Shares underlying the number of Options- 2012 granted.
- c. Vesting of Options: The Options granted pursuant to this ESOS-2012 shall vest in such number of tranches as determined by the Nomination & Remuneration Committee, subject to a minimum vesting period of one year. The Eligible Employee shall be entitled to exercise the Options- 2012 only to the extent that the Options - 2012 have vested in accordance with the Letter of Grant.
- d. No rights of Shareholders: An Eligible Employee shall not have any of the rights of a shareholder of the Company until the Equity Shares are transferred / allotted to him, and, no adjustments may be made for dividends or other rights for which the record date is prior to the date such Equity Shares are transferred / allotted to the Eligible Employee.

B. Exercise

- a. An Eligible Employee wishing to exercise the Options - 2012 vested in him shall submit an application in the specified format to the Company /Trust/entity along with a cheque/demand draft for the Exercise Price being the number of Options- 2012 exercised multiplied by the Exercise Price per Equity Share as indicated in the Letter of Grant. Such cheque/demand draft should be drawn on any bank payable at Mumbai and shall be drawn in favour of the Company / Trust / other entity, as the case may be.
- b. Save as provided in Clause 10, the Options - 2012 vested in the Eligible Employee shall be exercised by him/her within such period as may be determined by the Nomination & Remuneration Committee while recommending the grant of Options - 2012; provided that such period shall not exceed five (5) years from the respective date of vesting of Options - 2012. The Eligible Employee may exercise any number of Options – 2012 vested in him / her, during each tranche subject to the following conditions:-
 - The Eligible Employee must exercise a minimum of 100 (One Hundred only) Options or Options - 2012 vested, whichever is lower;
- c. The Nomination & Remuneration Committee may also determine the number of tranches in which the Options - 2012 granted may be exercised as also the minimum number of Options - 2012 that may be exercised in each tranche.
- d. The Options - 2012 remaining unexercised at the end of the Exercise Period or such extended period as may be determined by the Nomination & Remuneration Committee shall lapse.
- e. For all Options - 2012 exercised during a calendar quarter being either January 1 to March 31, April 1 to June 30, July 1 to September 30 or October 1 to December 31, the Company or Trust or other entity, as the case may be, shall take appropriate steps to allot / transfer the relevant number of Equity Shares as soon as possible but not later than the expiry of the first

month of the subsequent quarter and shall thereafter either deliver share certificates to the concerned employees for the relevant number of Equity Shares or credit the relevant number of Equity Shares to their designated depository account. The period aforesaid for grouping of Exercise and allotment/ transfer of Equity Shares would be subject to review by the Nomination & Remuneration Committee from time to time.

- f. The Eligible Employees who wish to exercise the Options - 2012 will have the right to include the names of their spouse, children and/or their parent(s) as the second and third holders of the shares to be transferred consequent to the exercise of the Options - 2012.

9. Event of death/ incapacitation / Long leave of any Employee who has been Granted Options - 2012

Notwithstanding anything contained herein, in case of death or permanent disability of any Eligible Employee whilst in the service of the Company, the Options- 2012 granted but not vested in that Eligible Employee shall vest in the person(s) nominated by such Eligible Employee in case of death and in the Eligible

Employee himself/herself in case of permanent disability. These Options- 2012 shall vest in, and shall be exercised by the nominee(s)/ Eligible Employee as the case may be within such period as may have been determined by the Nomination & Remuneration Committee while recommending the grant of options; provided that such period shall not exceed five (5) years from the date of respective vesting of Options- 2012. The nomination shall be made in the form prescribed by the Company /Trust / entity for this purpose.

In case of the death of any Eligible Employee who has, not nominated any person(s), the Option- 2012 will vest in and shall be exercised by the successor(s) of such Employee within such time as is stipulated in the Letter of Grant, provided however that the successor(s) shall be required to produce to the Company all such documents as may be required by the Company to prove the succession to the assets of the deceased Eligible Employee. In case the proof of the succession is not produced to the Company within one year from the date of death of the Eligible Employee or such further time as the Nomination & Remuneration Committee or the Trust may permit in its absolute discretion, the Options shall lapse.

Where an Eligible Employee has been granted a long leave, then the Employee shall be entitled to retain all the Options- 2012 vested in him/her at the time of going on long leave and exercise the Options – 2012 in accordance with this ESOS-2012. Vesting of all Options- 2012 granted to such employee which are not vested at the time of commencement of long leave shall remain suspended during such long leave period and vesting of such Options- 2012 would recommence subject to the following -

- (1) Eligible Employee rejoining and resuming the contract of employment; and
- (2) Eligible Employee fulfilling terms and conditions, in respect of Long Leave, prescribed by the Company.

(Long leave means authorised leave in excess of 6 months as per the rules and practices of the Company.)

10. Event of termination of service of the Employee who has been Granted

Options- 2012

a. Due to resignation of the Employee

In case of termination of the services of the Eligible Employee due to resignation, the Options- 2012 granted but not vested shall automatically lapse forthwith on submission of the resignation by the Eligible Employee.

However, the Options- 2012 vested in an Eligible Employee who has resigned from the services of the Company, or, as the case may be, a subsidiary /associate/ affiliate /group company, but not exercised by him could be exercised by such Eligible Employee in accordance with the Exercise Period specified in the Letter of Grant, PROVIDED such Eligible Employee does not engage in any capacity with any company or entity which is in similar business as that of the Company or its holding /subsidiary / associate/ affiliate /group company that such Employee has worked with or has been associated with, without the prior written approval of the Company. All options vested and eligible for being exercised shall be exercised by the resigned employee within 3 (three) months from the effective date of resignation or such other extended period or periods as may be decided by the Nomination & Remuneration Committee.

For the purposes of this clause, ***resignation*** means voluntary cessation of employment otherwise than on retirement or early retirement as defined/referred to in sub clause (d) below.

b. Due to dismissal or discharge for misconduct of the Eligible Employee

In case of termination of the services of the Eligible Employee due to dismissal for misconduct of the Eligible Employee, the Options granted but not vested and/or Options vested but not exercised by such Eligible Employee shall automatically cancel forthwith..

c. Due to discharge for reasons other than misconduct of the Eligible Employee

In case of termination of the services of the Eligible Employee due to discharge for any reason other than misconduct of the Employee or resignation by the Employee or Early Retirement or normal retirement, the terms relating to vesting and exercise shall be determined by the Company /Trust/entity on the recommendation of the Nomination & Remuneration Committee. .

d. Due to retirement of the Eligible Employee

In case the Eligible Employee retires from the Company or its subsidiary / associate/ affiliate /group company(ies) pursuant to reaching the age of retirement as prescribed by the Company or its subsidiary / associate/ affiliate /group company(ies) as the case may be, the Options- 2012 not vested in the Eligible Employee on the date of retirement shall notwithstanding such retirement vest in and be exercisable by such Eligible Employee in accordance with the vesting schedule and the Exercise Period specified in the Letter of Grant, PROVIDED such Eligible Employee does not engage in any capacity with any company or entity which is in similar business as that of the Company or its holding / subsidiary / associate/ affiliate /group company that such Employee has worked with or has been associated with, without the prior written approval of the Company.

However, the Options- 2012 vested in the Eligible Employee who has retired from the services of the Company or its subsidiary / associate/ affiliate /group company(ies) but not exercised by him could be exercised by such Eligible Employee in accordance with the Exercise Period specified in the Letter of Grant, PROVIDED such Eligible Employee does not engage in any capacity with any company or entity which is in similar business as that of the Company or its subsidiary / associate/ affiliate /group company that such Employee has worked with or has been associated with, without the prior written approval of the Company.

In case an Eligible Employee who has been granted Options- 2012, opts for Early Retirement otherwise than under a Scheme of Voluntary Retirement, all Options – 2012 that are not vested in the Eligible Employee on the date on which the Eligible Employee so retires shall lapse. However, the Options-2012 vested but not Exercised by an Eligible Employee who has opted for Early Retirement otherwise than under a Scheme of Voluntary Retirement shall be exercised by such Eligible Employee in accordance with the Exercise Period specified in the Letter of Grant, PROVIDED such Eligible Employee does not engage in any capacity with any company or entity which is in similar business as that of the Company or its holding / subsidiary / associate/ affiliate /group company that such Employee has worked with or has been associated with, without the prior written approval of the Company.

e. Employees who are transferred to holding / subsidiary / associate/ affiliate /group company(ies)

In case of services of an Eligible Employee to whom Options- 2012 have been granted, are transferred by the Company to one of its holding / subsidiary / associate/ affiliate /group company(ies) prior to the date of vesting of all Options- 2012 granted, such Unvested Options- 2012 shall vest in accordance with the vesting schedule specified in the Letter of Grant, provided the Eligible Employee continues to be in the employment of the respective holding /subsidiary / associate/ affiliate /group company(ies) on the date(s) of vesting of the Options - 2012.

f. Notwithstanding the above, the Company /Trust/entity, based on the recommendation of the Nomination & Remuneration Committee, in its absolute discretion shall have the authority to waive the aforesaid restriction relating to the subsequent vestings.

g. In case of termination of the services of the Eligible Employee due to his/her retirement pursuant to a scheme of voluntary retirement as formulated by the Company, the terms relating to vesting and exercise shall be framed by the Nomination & Remuneration Committee.

Explanation :-

For the purposes of clauses (a), (d) and (e) above,

- (i) the decision of the Nomination & Remuneration Committee in ascertaining as to whether the company or entity with which the concerned Employee is / has been associated is in similar business as that of the Company, its holding / subsidiary or associate/ affiliate/ group company(ies) shall be final and binding on all concerned; and
- (ii) in case of any doubt the Nomination & Remuneration Committee shall have the authority to determine whether a company is an associate or an affiliate or a group company of the Company and such decision of the Nomination & Remuneration Committee shall be final and binding on all concerned.

11. Suspended Employees and Employees under enquiry

In case an Eligible Employee has been suspended or in case of an Eligible Employee against whom an enquiry is being conducted for any reason,

- (i) all Options- 2012 which have not vested in such employees on the date of suspension or commencement of enquiry shall stand suspended and shall not vest; and
- (ii) all Options- 2012 which have vested but not exercised shall not be exercisable

until the enquiry is completed.

At the conclusion of such an Enquiry –

- (a) If the Eligible Employee is found guilty of misconduct under any such enquiry, the provisions of clause 10(b) above shall apply;
- (b) If the Eligible Employee is acquitted of the charges framed against him, all Options- 2012 which were due for vesting / exercise and have not been vested or exercised in view of the suspension of such Eligible Employee or pendency of an enquiry shall vest in him and be exercisable subject to the

12. Lapsed/cancelled Options- 2012

When an Option- 2012 lapses and/or is cancelled under any of the circumstances mentioned above, then the Eligible Employee shall have no right, title or interest in respect thereof or any claim or demand of any nature whatsoever against the Company / Trust / entity. In the event of the lapse/cancellation of any Options - 2012, the Company /Trustees /entity shall be entitled, on the recommendation of the Nomination & Remuneration Committee, to issue fresh Options- 2012 in lieu of the lapsed/cancelled Options - 2012, and grant such Options- 2012 to such Eligible Employees as recommended by the Nomination & Remuneration Committee.

13. Other conditions

- (a) The Eligible Employee shall not, directly or indirectly, sell, pledge, assign or otherwise transfer or dispose of (hereinafter collectively referred to as 'alienation') all or any unexercised portion of the Options- 2012 or the rights and benefits attached thereto.
- (b) If any bonus and/or rights Equity Shares are issued by the Company or the Equity Shares of the Company are split up reducing the face value per Equity Share, then the Company/ Trust /entity shall, on the recommendations of the Nomination & Remuneration Committee, make a fair and reasonable adjustment to the number of outstanding Options- 2012 and/or to the Exercise Price.

Similarly, if the Company takes any action which in the opinion of the Nomination & Remuneration Committee requires any adjustment to the number of outstanding Options- 2012 and/or the Exercise Price, then the Company/Trust / entity shall, on the recommendations of the Nomination & Remuneration Committee, make a fair and reasonable adjustment to the number of outstanding Options - 2012 and/or to the Exercise Price.

- (c) The Options- 2012 granted herewith shall not be affected by any takeover by/of, merger with, or amalgamation of any other entity with the Company or in the event of restructuring of the capital of the Company. In such an event, the Company /Trust /entity on the recommendation of the Nomination & Remuneration Committee shall have the authority to alter all or any of the terms relating to the Grant and would also have the authority to do all such acts and deeds as it may deem fit in its absolute discretion and as permitted under law, so as to ensure that the benefits under the Grant are passed on to the Eligible Employees.
- (d) If the Options - 2012 are granted through the Trust route, then the Trust shall have the discretion, but shall not be obliged to distribute the dividends received from the Company to such Eligible Employees to whom the Options- 2012 have been granted but have not exercised their Options-2012.
- (e) The date of exercise of Options- 2012 shall be the date on which the Eligible Employee submits the Exercise Application (complete in all respects) for exercising the Options- 2012 granted to him/her, to the Company /Trust/ entity.
- (f) Grant, vesting and exercise of Options- 2012 will be liable to tax, if any, in the hands of the Eligible Employee in accordance with the provisions of the Income-tax Act, 1961 and the Rules framed there under from time to time. The Company / Trust/ entity will deduct tax at source, wherever necessary, from any payments to the Employee concerned in respect of his/her entitlements under the ESOS-2012. Further, the Company shall notwithstanding anything contained in this ESOS – 2012 or any other agreement or scheme for granting of Options- 2012 to the Employee concerned, have the right to recover from such Employee (including former Employee) an amount equivalent to any tax, cess, levy, or assessment, by whatever name called including, without limitation, Perquisite Tax, levied upon or payable whether by the Company or by the employer of such Eligible Employee as the case may be, in respect of or in relation to such Options- 2012. In case Options – 2012 are granted through Trust route, and

if necessary, the Trust may also sell or otherwise dispose of part of the Equity Shares to be transferred to the Eligible Employees who have received their Options - 2012, and to retain the proceeds thereof towards deduction of tax or otherwise required to meet any tax obligation of the Eligible Employee or the Company or the employer of such Eligible Employee, as the case may be.

The decision of the Company /Trust/entity on the recommendation of the Nomination & Remuneration Committee on any of the above matters including the date of exercise of Options- 2012 will be final and binding on the Eligible Employees.

14. Reservation of Equity Shares

The Company, during the term of this ESOS-2012, shall issue / allot/ transfer, and will seek or obtain, from any regulatory authority having jurisdiction, any approval or consent necessary to issue the Equity Shares. The Company / Trust/ entity during the term of this ESOS-2012, will at all times reserve and keep available and will seek or obtain from any regulatory body having jurisdiction, any approval or consent, necessary to issue / allot / transfer the Equity Shares to satisfy the requirements of this ESOS-2012. The inability of the Company / Trust / entity to obtain from any regulatory authority the requisite approval or consent for the lawful issuance, allotment and transfer of the Equity Shares hereunder shall relieve the Company /Trust/ entity of any liability in respect of the failure to issue, allot or transfer the Equity Shares.

15. Right of First Refusal

In case the Equity Shares are issued by the Company / Trust/ entity to the Eligible Employees, and consequent to the Exercise of the Options- 2012, the Eligible Employee desires to sell or dispose of such Equity Shares, he/she shall first express the intention in writing to the Company /Trust / entity, who within 30 (thirty) days from the receipt of such notice, communicate to the beneficiary, the necessary guidance in this regards or the trust or the other entity shall, if it so desires, acquire the shares and complete the transaction on a spot delivery basis at the Market Price of the Equity Shares on the date when the Trust / entity

communicates to the employee its acceptance. The Employee shall be entitled to sell or otherwise dispose of the Equity Shares only upon either:

- (i) the expiry of the thirty (30) day period specified above, or
- (ii) the receipt of written refusal of the offer from the Trust / entity within the said 30 (thirty) day period.

16. Effective Date of the ESOS-2012

The ESOS-2012 shall be effective from the date that the ESOS-2012 is approved by the Nomination & Remuneration Committee and shall continue in effect till its termination by the Nomination & Remuneration Committee.

17. Compliance

The provisions of the ESOS-2012 comply with the Securities and Exchange Board of India (Share Based Employee Benefit) Regulations, 2014 (SBEB Regulations) and are always intended to be in line with these Guidelines. In the event any of the provision of the ESOS-2012 conflict with the Guidelines, the provisions contained in the Guidelines will prevail.
