

BIBA FASHION LIMITED
(Formerly known as BIBA Apparels Limited & BIBA
Apparels Private Limited)

BIBA EMPLOYEE STOCK OPTION PLAN, 2018

EFFECTIFVE FROM - 15.03.2022

BIBA FASHION LIMITED
(Formerly known as BIBA Apparels Limited and BIBA Apparels Private Limited)

PART A: STATEMENT OF RISKS

All investments in shares / Options are subject to risk as the value of shares may go down or go up. You should carefully consider all the information in this Plan, including the risks and uncertainties described below, before making an investment in Shares. If profitability and financial condition of the Company gets affected, the price of our Shares / Options could decline and you may lose all or part of your investment in the Shares / Options. Unless specified or quantified in the Plan, we are not in a position to quantify the financial or other implication of any of the risks.

In addition, Options are subject to the following additional risks:

1. **Concentration:** The risk arising out of any fall in value of shares is aggravated if the Employee's holding is concentrated in the shares of a single company
2. **Leverage:** Any change in the value of the shares can lead to a significantly larger change in the value of the Options.
3. **Illiquidity:** The Options cannot be transferred to anybody and therefore, the Employees cannot mitigate their risks by selling the whole or part of their benefits before they are exercised.
4. **Vesting:** The Options will lapse if the employment is terminated prior to Vesting. Even after the Options are vested, the unexercised Options may be forfeited if the Employee is terminated for gross misconduct.

PART B: INFORMATION ABOUT THE COMPANY

1. Business of the Company

BIBA Fashion Limited (Formerly Known as BIBA Apparels Limited and BIBA Apparels Private Limited) was incorporated on July 10, 2002. Its CIN is U74110HR2002PLC083029 and is presently having its Registered Office at 13th Floor, Capital Cyber Scape Sector-59, Golf Course Extension Road, Gurgaon Haryana 122102.

Present Business of the Company:

Distribution, sales, marketing of Women Ethnic Wear and related accessories

Main Objects of the Company as stated in the Memorandum of Association of the Company are as follows:

1. To carry on the business of manufactures, dealers, merchants, importers, exporters, hirers, makers, repairers, alters, commission agents and agents of all readymade garments, clothes for men, women and children whether fully finished or for any other use and textiles made of synthetics or natural fibers, furnishings, furniture, costume jewellery, leather goods, leather garments, paper goods, paper garments, disposable garments, clothes for whatever use whether for domestic purposes or for industrial purposes.
2. To carry on the business of manufacturers, dealers, merchants, importers, exporters, agents or otherwise to deal in footwear, footwear of all kinds, footwear components, footwear uppers, footwear upper parts, footwear soles of all kinds, nature and description, industrial boots, safety boots/shoes, military boots/shoes, sandals, moccasins, slippers, chappals or any component(s), part(s), pair of all kinds, nature and description for men, women and children, whether made of leather, PVC, plastic, rubber canvass, cloth or any such other material, whether natural synthetic or processed or partly of one material or partly of another or other whether man-made or natural or blended material(s).
3. To carry on the business of manufacturers, processors, producers, purchasers, sellers, exporters, importers, blenders, makers, researchers and otherwise deal in all kinds of perfumes, essential oils, scents, sprays, fragrances, cosmetics and other personal convenience articles as well as related services thereon including intermediates and their raw materials.
4. To carry on the business of manufacturers, traders, fabricators, exporters and importers of all kinds of bags including but not limited to purses, pouches, clutches and other similar items, including intermediates and their raw materials, and all accessories related to fashion & lifestyle products, whether man-made or natural or blended material(s), or otherwise to act as agents, sub-agents, wholesalers, retailers, representatives, commission agents, franchisers and dealers of all kinds of bags & accessories.

2. Abridged Financial Information

The abridged financial information for the last 5 (Five) years for which audited financial

information is available along with the Company's last audited accounts are available at the website of the Company given at the below link:

www.bibaindia.in

3. Risk Factors for the Company

The Company's business is subject to various generic risks and industry specific risks including those specified below:

3.1 Sensitivity to foreign exchange rate fluctuation:

In this globalized world, the Company engages in financial transactions outside India and accordingly the receipts will be based in the form of a currency which is not in Indian Denomination. Any appreciation/depreciation of the Indian currency or the depreciation/appreciation of the denominated currency will affect the cash flows emanating from that transaction.

3.2 Difficulty in availability of raw materials or marketing of products:

The Company's operations are increasingly dependent for the proper functioning of its business on its raw material and product supply, new products and sales and marketing programme development, technology, funding and support services. Any underperformance or failure to control the Company's operations properly could therefore impact the Company's business and materially adversely impact the performance or financial condition of the Company.

3.3 Cost/ Time Overrun:

Controlling time and cost overrun of the operations is very crucial in achieving successful completion of any project. In case there is an increase in estimated time and cost (beyond the projected limit), it can decrease the profits of the Company.

3.4 Industry Specific Risks:

Change in government regulations or their implementation could disrupt the operations and adversely affect the business and results of the Company, due to which Company may incur increased cost and penalties.

3.5 Dynamic scenario:

Change in technology may render our current technology obsolete and require us to make substantial investment which could affect the Company finances and operations.

3.6 Political instability or changes in the Government in India or in the Government of the states where we operate could cause us significant adverse effects:

We are incorporated in India and all of our operations, assets and personnel are located in India. Consequently, our performance and the market price and liquidity of the Shares may be affected by changes in exchange rates and controls, interest rates, government policies, taxation, social and ethnic instability and other political and economic developments affecting India.

The government has traditionally exercised, and continues to Exercise, a significant influence over many aspects of the economy. Our business is also impacted by regulations and conditions applicable in the various states of India where we operate. Since 1991, successive governments have pursued policies of economic liberalisation and financial sector reforms. However, there can be no assurance that such policies will be continued. Any political instability could affect the rate of economic liberalisation, specific laws and policies affecting foreign investment, the power industry or investment in our Shares. A significant change in the government's policies, in particular, those relating to our field, could adversely affect our business, results of operations, financial condition and prospects and could cause the price of our Shares to decline.

3.7 Risk arising from changes in interest rates and banking policies:

Increased interest rates will have a bearing on profitability and credit controls will have an effect on our liquidity and will have serious effect on adequate working capital requirements.

The above risks and uncertainties include but are not limited to risks and uncertainties relating to dependencies on few customers and suppliers, changes in the regulatory framework, adverse development in the any of the customer industries to whom substantial part of the product is given, downgrading of credit worthiness, political instability, legal restrictions and general economic conditions affecting the industry.

4. Continuing Disclosure Requirement:

The Grantee shall be entitled to receive copies of all the documents that are sent to the members of the Company. This shall include the annual accounts of the Company as well as notices of the meetings and the accompanying explanatory statements.

PART C: BIBA EMPLOYEE STOCK OPTION PLAN, 2018

1. INTRODUCTION OF THE PLAN

- 1.1** This Plan shall be called as the “BIBA Employee Stock Option Plan, 2018” hereinafter referred as “**Plan**”/ BIBA ESOP Plan, 2018.
- 1.2** The Plan was approved by the Board of Directors on 12 March 2018 and the Shareholders of the Company on March 16, 2018.
- 1.3** The Plan shall be effective from March 16, 2018, being the date of Shareholders approval.
- 1.4** The Plan was further amended by Board of Directors on 12 November 2019 and the Shareholders of the Company on 9 December 2019.
- 1.5 All the revisions in this plan shall become effective from the date of shareholders’ approval for the amendments in the plan.**

2. PURPOSE OF THE PLAN

The purpose of this Plan is to attract, reward, motivate and retain its key Employees for high levels of individual performance and for unusual efforts to improve the financial performance of the Company, which will ultimately contribute to the success of the Company. This purpose is sought to be achieved through the Grant of Options to certain Eligible Employees to subscribe for Shares of the Company.

3. DEFINITIONS

Except where the context otherwise requires, the following expressions or terms shall have the meanings indicated there against. Further, unless the context otherwise requires, words denoting the masculine gender shall include the feminine and neutral genders. Words denoting the singular shall include the plural and vice versa. The word “person” includes an individual, a firm, a Body Corporate or unincorporated body or authority.

- a) **“Abandonment”** means absence of an Employee from work without a reasonable excuse for a period of 15 days or more without having communicated to the Employer any reason of absence.
- b) **“Applicable Laws”** means every law relating to Employee Stock Option Schemes in force, including and without limitation to, Companies Act, regulations of the Securities and Exchange Board of India, particularly in connection with or after listing, including SEBI (SBEB & SE) Regulations, as amended and applicable, and all relevant revenue, tax, securities or exchange control regulations or corporate laws of India to the extent applicable, or amendments thereof including any circular, notification issued thereunder, of India or of any relevant jurisdiction or of any Stock Exchange on which the Shares may be listed or quoted.
- c) **“Associate Company”** shall have the same meaning as defined in section 2(6) of the Companies Act, 2013, as amended from time to time.

- d) **"Acceptance Form"** shall mean the form, which the Grantee has to submit indicating his acceptance of the offer made to him to participate in the Plan.
- e) **"Beneficiary"** means the person(s) designated by a Grantee, or in the absence of any designation by the Grantee, person(s) who is/ are entitled by the will of the Grantee to receive the benefits specified in the Plan, the legal heirs of the Grantee, if the Grantee dies intestate and includes the Grantee's executors or administrators, 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 Beneficiary by notice in writing and by Nomination Form in the Exercise of any powers conferred under the Plan or any other agreements forming part thereof.
- f) **Board** means the board of Directors of the Company.
- g) **"Body Corporate"** shall have the same meaning as defined in section 2(11) of the Companies Act, 2013, as amended from time to time.
- h) **"Cash Mechanism"** means the route under which the Grantee will receive the Shares equivalent to the number of the Options Exercised after the Grantee has made the payment of the Exercise Price, applicable tax and other charges, if any, in accordance with the terms and conditions of the Plan and as mentioned in Grant Letter.
- i) **"Committee"** means Nomination and Remuneration Committee of the Company, constituted for the purpose of monitoring, administering, superintending, and implementing the Plan in compliance with applicable SEBI (SBEB & SE) Regulations.
- j) **"Company"** means **BIBA FASHION LIMITED (Formerly Known as BIBA Apparels Limited and BIBA Apparels Private Limited)**.
- k) **"Companies Act"** means the Companies Act, 2013, rules made thereunder, and includes any statutory modifications or re-enactments thereof.
- l) **"Closing Date"** means the last date on which the offer of Options by the Company to a Grantee can be accepted
- m) **"Corporate Action"** means change in capital structure of the Company as a result of Bonus Issue, Right Issue, Split, Consolidation of Shares etc.
- n) **"Directors"** shall have the same meaning as defined under section 2(34) of the Companies Act, 2013.
- o) **"Eligible Employee"** means an Employee who qualifies for issue of Options under this Plan and who fulfils the conditions as decided in the appraisal process by the Committee and/or who is otherwise nominated by the Committee as being eligible for issue of Options.
- p) **"Employee"** means

Prior to Initial Public Offer of the Company

- i. a permanent Employee of the Company who has been working in India or outside India ;
- ii. a Director of the Company, whether a Whole Time Director or not but excluding an Independent Director
but does not include:
 - a. an Employee who is a Promoter or a person belonging to the Promoter Group of the Company
 - b. 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 Shares of the Company.

After the Initial Public Offer of the Company

- a. An Employee as designated by the Company, who is exclusively working in India or outside India; or
- b. A Director of the Company, whether a Whole Time Director or not, including a Non – Executive Director who is not a Promoter or member of the Promoter Group, but excluding an Independent Director; or
- c. An Employee as defined in sub-clause (a) or (b) of Subsidiary Company, in India or outside India of the Company.

But does not include:

- a. An Employee who is a Promoter or any persons belonging to the Promoter Group of the Company
 - b. 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 Shares of the Company.
- q) **"Eligibility Criteria"** means the criteria, as may be determined from time to time by the Committee, for determining the eligibility of Employees for the Grant of Options.
 - r) **"Exercise" of an Option** means making of an application by the Grantee to the Committee/Company for issue of Shares against the Vested Options in the Grantee in pursuance to this Plan on payment of the Exercise Price and taxes, if any.
 - s) **"Exercise Date"** means the date on which the Grantee Exercises his Options and in case of partial Exercise shall mean each date on which the Grantee Exercises part of his Options.
 - t) **"Exercise Period"** means the time period after Vesting of each grade of Option within which the Employee can Exercise his right to apply for allotment of Shares against the Options vested in him in pursuance of this Plan.
 - u) **"Exercise Price"** means the price of each Share payable by the Grantee for exercising the Option Granted to him in pursuance of this Plan.

- v) **"Fair Market Value"** means the value (till the time Shares of the Company are not listed on a recognised stock exchange) determined by the Category – I Merchant Bankers or in the manner as may be determined by the Board from time to time, based upon the company's latest financials. The Company would get the FMV initially as on 15.11.2019, and thereafter the Board at its sole discretion, can get the valuation done more frequently.

Once the Shares of the Company are listed on a recognized stock exchange, FMV would refer to the latest available closing price on a recognized stock exchange on which the Shares of the Company are listed on the date immediately prior to the Relevant Date.

Explanation: if the Shares of the Company are listed on more than one recognised stock exchange, then the closing price of the recognised stock exchange having higher trading volume shall be considered as Fair Market Value.

- w) **"Grant"** means the process by which the Company issues Options under the Plan.
- x) **"Grantee"** shall mean Employee to whom Options have been granted under the Plan.
- y) **"Grant Letter"** means the letter by which Grant of an Option is communicated to the Grantee.
- z) **"Grant Date"** means the date on which the Committee approves the Grant.

Explanation: For accounting purposes, the Grant date will be determined in accordance with applicable accounting standards.

- aa) **"Grantee"** shall mean an Employee at the time of Grant of the Option and who in the opinion of the Committee/Board is declared to be eligible to participate under the Plan.
- bb) **"Independent Director"** shall have the same meaning as defined in section 2(47) of the Companies Act, 2013, as amended from time to time.
- cc) **"Initial Public Offer"** shall mean the initial public offering of the Shares in accordance with Applicable Law.
- dd) **"Long Leave"** means an approved leave taken by the Grantee for a period of more than one month as a continuous period, out of twelve months starting from the date of Grant / Vesting, as the case may be.

Provided that the period of Long Leave shall not include the period in which the Grantee is on a sabbatical or on maternity leave. In all other events including approved earned leave and sick leave, the period of leave shall be included to calculate the Long Leave unless otherwise determined by the Committee.

- ee) **"Permanent Incapacity"** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps a Grantee from performing any specific job, work or task which the said Grantee was capable of performing immediately

before such disablement, as determined by the Committee based on a certificate of a medical expert identified by the Company.

- ff) **"Option"** means a right, but not an obligation to acquire and be allotted a Share of the Company at the pre-determined Exercise Price.
- gg) **"Promoter"** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
- hh) **"Promoter Group"** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
- ii) **"Relevant Date"** means the date of the meeting of the Committee on which the Grant is made.
- jj) **"Recognised Stock Exchange"** means a stock exchange which has been Granted recognition under section 4 of the Securities Contracts (Regulation) Act, 1956.
- kk) **"Relative"** shall have the same meaning as defined in section 2(77) of the Companies Act, as amended from time to time.
- ll) **"Plan"/ BIBA ESOP 2018"** shall mean the BIBA Stock Option Plan, 2018 and shall include any alterations, amendments, additions, deletions, modifications, or variations thereof from time to time.
- mm) **"SEBI (SBEB & SE) Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and shall include any alteration(s), amendment(s), addition(s), deletion(s), modification(s), or variation(s) thereof.
- nn) **"Share"** means an Equity Share of the Company of face value of Rs. 10 each fully paid-up including the equity shares arising out Exercise of Options granted under this Plan.
- oo) **"Shareholder"** means the registered holder of any Share in the share capital of the Company.
- pp) **"Termination Date"** means the date of termination of employment of the Grantee with the Company.
- qq) **"Termination with Cause"** includes, but is not limited to fraud, stealing, lying, failing a drug or alcohol test, falsifying records, embezzlement insubordination, deliberately violating Company policy or rules, conviction of a crime or breach of a contract, filing for insolvency and other serious misconduct related to employment
- rr) **"Unvested Option"** means an Option, which is not a Vested Option.
- ss) **"Vesting"** means the process by which the Grantee is given the right to apply for Shares of the Company against the Option Granted to him in pursuance of the Plan.

- tt) **"Vesting Date"** means the date on and from which the Option vests with the Grantee and thereby becomes exercisable.
- uu) **"Vesting Period"** means the period during which the Vesting of the Option Granted to the Grantee in pursuance of the Plan takes place.
- vv) **"Vested Option"** means an Option, which has vested with the Grantee and has thereby become exercisable.
- ww) **"Whole Time Director"** shall have the same meaning as defined in section 2(94) of the Companies Act, 2013, as amended from time to time.

All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Companies Act, 2013, SEBI (SBEB & SE) Regulations, Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 or the Companies Act, 2013 and any statutory modification or re – enactment thereto, shall have the meanings respectively assigned to them in those legislation.

4. CONSTRUCTION

- a. The headings/ subheadings/ titles/ subtitles 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. All the clauses as stated hereinabove which are governed by and construed in accordance with the **SEBI (SBEB &SE) Regulations** shall be applicable post listing of the Company and the entire **SEBI (SBEB &SE) Regulations** would be applicable to this Plan as if the Plan has been framed under the said **SEBI (SBEB &SE) Regulations** only.

5. ELIGIBILITY CRITERIA :

- 5.1 The appraisal process for determining eligibility of Employees will be governed by the Board or the Committee. The Board or the Committee shall, at its sole discretion, determine which Employee or category of Employees shall be eligible for Grant of Options and the terms of Grant thereof. No amount received hereunder shall be taken into account in computing the Grantee's salary or compensation for the purposes of determining any benefits under any pension, retirement, life insurance or other benefit plan of the Company, unless such other plan specifically provides for the inclusion of such amount received.

5.2 The Committee may, at its discretion, select the Eligible Employees and the quantum of Option to be granted to them. However, the Committee shall consider the following broad guidelines while selecting Eligible Employees:

- a) performance of the Employee
- b) length of service of the Employee
- c) present grade and compensation structure of the Employee
- d) exceptional contribution made by the Employee
- e) integrity and behavior of the Employee
- f) seniority/designation of the Employee
- g) such other parameters as it may decide.

5.3 The Employees satisfying the above Eligibility Criteria shall be termed as Eligible Employee. However, Options shall only be granted at the sole discretion of the Committee, whose decision shall be final and binding.

5.4 New joinees can also participate in the Plan based upon the discretion of the Committee.

6. IMPLEMENTATION & ADMINISTRATION OF THE PLAN

6.1 The Plan shall be implemented through direct route for extending the benefits to the Eligible Employees by the way of fresh allotment and will follow Cash Mechanism.

Provided that if prevailing circumstances so warrant, the Company may change the mode of implementation of the Plan subject to the condition that a fresh approval of the Shareholders by a special resolution is obtained prior to implementing such a change and that such a change is not prejudicial to the interests of the Grantees.

6.2 The Company will allot fresh shares to the Grantees upon successful Exercise of Options in accordance with the terms and conditions of the Plan.

6.3 Subject to Applicable Laws and the framework laid down by the Board, the Plan shall be administered by the Committee. The Committee is authorized to interpret the Plan, to establish, amend and rescind any rules and regulations relating to the Plan, and to make any other determinations that it deems necessary or desirable for the administration and implementation of the Plan. The Committee may delegate some or all of its power to any other sub - committee or Persons for proper administration of the Plan. The Committee may correct any defect, omission or reconcile any inconsistency in the Plan in the manner and to the extent the Committee deems necessary or desirable. Any decision of the Committee in the interpretation and administration of the Plan, 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 Grantees and their Beneficiaries or successors). The Committee shall, subject to Applicable Laws, *inter alia*, have powers to do the following:

- a. To adopt rules and regulations for implementing the Plan from time to time.
- b. To delegate its duties and powers in whole or in part as it may decide from time to time to any person or sub-committee.

- c. To decide upon re-granting of Options which were lapsed, forfeited or surrendered under any provisions of the Plan.
- d. To increase or decrease the quantum/pool of Options to be granted under Plan.
- e. To increase or decrease the quantum/pool of Shares to be issued under Plan.
- f. To Identify the Employees eligible to participate under the Plan.
- g. To finalize the Eligibility Criteria for Grant of Options.
- h. To determine the Employees eligible for Grant of Options.
- i. To decide upon Granting of Options to new joinees.
- j. To determine the Grant date
- k. To Grant Options to one or more Eligible Employees.
- l. To determine the number of Options to be granted to each Grantee and in aggregate subject to the pool of Options of the Plan.
- m. To determine the number of Shares of the Company to be covered by each Option Granted under the Plan.
- n. To determine the conditions under which the Options may vest in the Employees and may lapse in case of termination of employment for misconduct.
- o. To decide the Exercise Period within which Employees can Exercise the Option.
- p. To decide the specified time period within which Employees can Exercise the Vested Options in the event of termination or resignation.
- q. To determine the Grant, Vesting and Exercise of Options for Employees on Long Leave.
- r. To extend the period of acceptance of Grant.
- s. To decide the Vesting Period subject to minimum and maximum period of Vesting as stated in Plan.
- t. To determine the Vesting schedule for each Grantee.
- u. To finalize the Eligibility Criteria for Vesting of Options,
- v. To determine the Employees eligible for Vesting of Options.
- w. To Determine the method for exercising the Vested Options.
- x. To Determine the procedure for funding the Exercise of Options.
- y. To determine the right of an Employee to Exercise all Vested Options at one time or at various points in time within the Exercise Period.
- z. To Determine the Exercise Price of the Options to be Granted after giving due discount or charging such premium, if deems fit.
- aa. To allot Shares to Grantees upon Exercise.
- bb. To decide upon treatment of Vested and Unvested Options in cases of cessation of employment as specified in the Plan.
- cc. To decide upon the treatment of Vested and Unvested Options in the event of Corporate Actions taking into consideration the following:
 - a. the number and price of Options shall be adjusted in a manner such that the total value to the Grantee of the Options remains the same after the Corporate Action;
 - b. the Vesting Period and the life of Options shall be left unaltered as far as possible to protect the rights of the Grantee who has been Granted such Options.
- dd. To cancel all or any Granted Options in accordance with the Plan.
- ee. To establish, amend, suspend or waive such rules and regulations as it shall deem appropriate for the proper administration of the Plan.

- ff. To appoint such agents as it shall deem necessary for the proper administration of the Plan.
 - gg. To determine or impose other conditions to the Grant of Options under the Plan, as it may deem appropriate.
 - hh. To frame suitable policies and procedure to ensure that there is no violation of securities laws, including the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 as amended, by the Company or the Employees.
 - ii. To determine the procedure for buy-back of Options Granted under the Plan, if to be undertaken at any time by the Company, and the applicable terms and conditions including the permissible sources of financing for buy-back, any minimum financial thresholds to be maintained by the Company as per its last financial statements and the limits upon quantum of specified securities that the Company may buy-back in a financial year.
 - jj. To Determine the terms and conditions, not inconsistent with the terms of the Plan, of any Option Granted hereunder
 - kk. To Approve forms or agreements for use under the Plan
 - ll. To Decide all other matters that must be determined in connection with an Option under the Plan
 - mm. To Construe and interpret the terms of the Plan, and the Options Granted pursuant to the Plan
 - nn. To Frame rules and regulations, prescribe forms and issue circulars or orders in relation to the Plan and may from time to time amend, recall or replace such rules and regulations, forms, orders and circulars.
- 6.4 All decisions made by the Committee in the matter referred to above shall be conclusive and binding on all parties concerned (including, but not limited to, Grantee and/ or Grantees and their beneficiaries or successors). Neither the Company nor the Board or any Director individually shall be liable for any action or determination made in good faith with respect to the Plan or any Option Granted there under.
- 6.5 The powers and functions of the Committee can be specified, varied, altered or modified from time to time by the Board, subject to the rules and regulations as may be in force. The Board may further provide that the Committee shall Exercise certain powers only after consultation with the Board and in such case, the said powers shall be exercised accordingly.
- 6.6 A member of the Committee shall abstain from participating in and deciding on any matter relating to Grant of any Options to himself.
- 6.7 The Board shall frame suitable policies and systems to ensure that there is no violation of Applicable Laws.
- 7. SHARE LIMIT / POOL OF THE PLAN**
- 7.1 The maximum number of Shares that may be issued pursuant to the Grant of the Options to each Grantee under this Plan shall be 12,50,000 (Twelve Lakh Fifty Thousand) Equity Shares

of the Company. Further maximum number of Options Granted to any one Employee in a year will not exceed 1% of the issued Equity Share capital of the Company at the time of Granting of an Option.

Provided, all Options that have lapsed (including those having lapsed by way of forfeiture or surrendered) shall be added back to the number of Options that are pending to be Granted, unless otherwise determined by the Committee.

7.2 Further, the maximum number of Options that can be Granted and the Shares arise upon Exercise of these Options shall stand adjusted in case of Corporate Action.

8. GRANT OF OPTIONS

8.1 The Committee may, on such dates as it shall determine, Grant to one or more Eligible Employees as it selects, Options of the Company in accordance with the terms and conditions of the Plan for the time being in force.

8.2 The Grant of Options shall be communicated to the Eligible Employees in writing through Grant Letters specifying the Vesting Date, number of Options Granted, Exercise Price, Vesting schedule, and the other terms and conditions thereof.

8.3 No amount shall be payable by an Employee at the time of Grant of Options.

8.4 Subject to the Corporate Action(s) taken by the Company, if any, the Grant of 1 (One) Option to an Employee under this Plan shall entitle the holder of the Option to apply for 1 (One) Share upon payment of Exercise Price and applicable taxes and other charges, if any.

8.5 The Grant of the Options by the Company to the Grantee shall be made in writing and communicated to the Grantee. Such a Grant shall state the Vesting Date, number of Options offered, the Exercise Price, Vesting schedule, the Closing Date of accepting the offer and the other terms and conditions thereof

8.6 The Closing Date shall not be more than 30 (Thirty) days from the Grant Date.

8.7 An offer made under clause 8.1 above is personal to the Grantee and cannot be transferred to any person in any manner whatsoever.

9. METHOD OF ACCEPTANCE

9.1 Any Grantee who wishes to accept an offer made pursuant to Clause 8 above must deliver an Acceptance Form, prescribed by the Committee from time to time, duly completed as required therein to the Committee or any of its authorized representatives on or before the Closing Date stated in the Grant Letter. The Committee may extend the said period for such duration as it may deem fit for the benefits of the Grantees.

- 9.2 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. Any Acceptance Form received after the Closing Date shall not be valid.
- 9.3 Upon receipt of a duly completed Acceptance Form from the Grantee in respect of the Grant, the Grantee will become a Grantee. The Board may then issue to the Grantee a statement, in such form as it deems appropriate, showing the number of Options to which the Grantee is entitled pursuant to the acceptance of such offer and the number of Shares for which the Grantee will be entitled to subscribe pursuant to Exercise of such Options.

10. VESTING OF OPTIONS

- 10.1 Subject to the terms contained herein, the acceptance in accordance with Clause 9 above, of a Grant made to a Grantee, shall conclude a contract between the Grantee and the Company, separate and distinct from the contract of employment entered into between the Grantee and the Company, pursuant to which each Option shall, on such acceptance, be an Unvested Option.
- 10.2 There shall be a minimum period of 1(one) year between the Grant of Options and Vesting of Option or such other period as prescribed under the **SEBI (SBEB & SE) Regulations** and other applicable Laws. Vesting Period may vary from Employee to Employee based on his tenure in the Company, however in no case it will be less than one year from the Grant Date.
- Provided further that in the event of death or Permanent Incapacity of a Grantee, the minimum Vesting Period of **one year** shall not be applicable and in such instances, the Options shall vest in terms of SEBI (SBEB & SE) Regulations, on the date of the death or Permanent Incapacity.
- 10.3 Vesting Period shall commence from the Grant date, subject to minimum of 1 (one) year from the Grant date and maximum of 6 (Six) years from the Grant date, at the discretion of and in the manner prescribed by the Committee in accordance with the **SEBI (SBEB & SE) Regulations** and other applicable Laws.
- 10.4 The Actual Vesting would be subject to the continued employment of the Grantee and may further be linked with the certain performance-based criteria, including those mentioned under Clause 5 of the Plan, as determined by the Committee and mentioned in the Grant letter.
- 10.5 The Committee shall have the power to modify or accelerate the Vesting schedule on a case-to-case basis subject to the minimum gap of 1 (one) year between the Grant and first Vesting.
- 10.6 If any Options get lapsed due to not meeting the performance Criteria, the Committee, may at its sole discretion, still allow the Vesting of Options, if it deems it fit, either on wholly or proportionately basis and the Committee's decision in this regard shall be final and binding.
- 10.7 Further, if there are any fraction entitlements, to which the Grantee would become entitled to upon Vesting of Options, then the Vested Options will be rounded off to the nearest lower integer.

- 10.8 The Vesting of Options shall be communicated to the eligible Grantee in writing through vesting letter.
- 10.9 The Grantee is not required to pay any amount at the time of Vesting of Options.
- 10.10 The Option holder shall not have right to receive any dividend or to vote or in any manner enjoy the benefits of a shareholder in respect of the Options Granted to him, till the Shares are issued against the Exercise of such Options.

11. EXERCISE PRICE

- 11.1 The Exercise Price of the Option shall be Fair Market Value (FMV), as determined in accordance with this Plan.
- 11.2 The Committee has a power to provide suitable discount or charge premium on such price as arrived above. However, in any case the Exercise Price shall not go below the par value of Shares of the Company.
- 11.3 Further, the Committee may re-price the Options which are not exercised (whether or not they have been vested), in case the Plan is rendered unattractive due to a fall in the price of the Shares in the stock market. However, such re-pricing should not be detrimental to the interests of the Employees and approval of the Shareholders by a special resolution should be obtained for such re-pricing.
- 11.4 The aggregate Exercise Price payable at the time of Exercise shall be paid as per the discretion of the Grantee through cheque, deduction from salary (if salary of the month of Exercise is not paid and is sufficient for payment of Exercise Price) or NEFT in the name of the Company i.e., BIBA Fashion Limited (Formerly Known as BIBA Apparels Limited and BIBA Apparels Private Limited) by the Option holder upon Exercise of the Options to the Company.
- 11.5 The tax amount arising at the time of Exercise shall be payable at the time of Exercise by cheque, deduction from salary (if salary of the month of Exercise is not paid and is sufficient for payment of Exercise Price) or NEFT in the name of the Company i.e. BIBA Fashion Limited (Formerly Known as BIBA Apparels Limited and BIBA Apparels Private Limited).
- 11.6 For the Options already Granted to the Employees before 15.11.2019, the Exercise Price will be the FMV as on 15.11.2019, or the price at which Options are Granted, whichever is less.
- 11.7 If the Options are granted upto 30thSeptember of any year, the Exercise Price shall be Fair Market Value (FMV), of the preceding year. However, in case any Options are granted after 30thSeptember, in that case the Exercise Price would be the FMV as on 30thSeptember of the said year. For Example

For Example

Date of Grant of Option	Exercise Price
2 May 2018	FMV as on 15.11.2019 or the price at which Options are Granted, whichever is less
15 December 2019	FMV as on 15.11.2019
1 April 2020	FMV as on 15.11.2019
1 st October 2020	FMV as on 30.09.2020
1 April 2021	FMV as on 30.09.2020

12. EXERCISE OF OPTIONS

- 12.1 After Vesting, the Options can be exercised within the Exercise Period, either wholly or in part, through Cash Mechanism after submitting the Exercise application along with the payment of Exercise Price along with applicable taxes and charges, if any. The Vested Options shall be exercisable according to the terms and conditions as determined and set forth under the Plan.
- 12.2 Subject to clause 12.1 above, the Grantee alone can Exercise the Vested Option.
- 12.3 Subject to [clause 9 above and clause 12 above], the Employee can Exercise the Vested Options within the Exercise Period. Such Exercise may be of all Vested Options or part of the Vested Options, subject to clause 12.4 below.
- 12.4 The Exercise Period shall commence from the date of Vesting of Option and expire at the end of 5 years from the Vesting Date or till the last day of the Grantee on Payroll of the company, **whichever is earlier**. The Exercise Period can be extended only under special circumstances at the discretion of the Committee upon a specific request made by the Grantee concerned to this effect. The amount paid, if any, by the Employee, for the Exercise of Option, may be refunded, if the Option is not exercised by the Employee within the Exercise Period.
- 12.5 The mode and manner of the Exercise shall be communicated to the Grantees individually.
- 12.6 No fraction of a Vested Option shall be exercisable in its fractional form.
- 12.7 Exercise of the Options shall take place at the time designated by the Committee or the Company and by executing such documents as may be required under the Applicable Laws to pass a valid title to the relevant Shares to the Grantee, free and clear of any liens, encumbrances and transfer restrictions save for those set out therein.
- 12.8 An Option shall be deemed to be Exercised only when the Committee receives notice of Exercise and the Exercise Price along with Fringe Benefit Tax or any other similar tax as may be applicable at the relevant point of time (in accordance with the Plan) from the person entitled to Exercise the Option.

- 12.9 On Exercise, the Grantee can subscribe to the Shares upon full payment of the Exercise Price and taxes, and the Company shall allot the Shares to the Grantees after completing the necessary formalities in this regard, provided the Committee finds the Exercise Form complete and all the relevant conditions of the Plan are complied with. Subsequent to allotment, no Grantee 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 Shares, if applicable, have been completed.
- 12.10 Notwithstanding anything else contained in this Plan, if the Grantee does not Exercise his Vested Options within the time specified in [clause 11.3 and 11.4 above and clause 12] below, the Options shall lapse.
- 12.11 Upon such allotment the Grantee shall become a member of the Company.
- 12.12 There shall be no cashless Exercise of the Options.
- 12.13 Notwithstanding anything contained elsewhere in the Plan, the Company, shall not allot Shares, in the event of the Grantee being found to be involved in fraud, misfeasance, gross negligence, breach of trust or like event(s) and in such an event(s) the rights under the Options (whether vested or not) shall lapse, forthwith, without any claim on, or recourse to the Company.
- 12.14 If the Vesting or Exercise of Options is prevented by any law or regulation in force and the Company is forbidden to allot Shares pursuant to Exercise of Options under such law or regulation, then the Company shall not be liable to compensate the Grantee for its inability to allot Shares, in any manner whatsoever.
- 12.15 The Committee shall have the power to cancel all or any of the Options Granted under the Plan, if so required, under any law for the time being in force or the order of any jurisdictional court. In the event of any such cancellation, the Company shall not be liable to compensate the Grantee in any manner.

13. CONSEQUENCES OF FAILURE TO EXERCISE OPTIONS

- 13.1 If an Employee does not Exercise his Vested Option within the Exercise period, the Options shall lapse.
- 13.2 The amount paid, if any, by the Employee, for the Exercise of Option, may be refunded, if the Option is not exercised by the Employee within the Exercise Period.

14. CERTIFICATE FROM SECRETARIAL AUDITOR

- 14.1 Company shall place a certificate at each Annual General Meeting from its Secretarial Auditors that the Plan has been implemented in accordance with Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and in accordance

with the resolutions of the Company in the general meeting.

15. TERMINATION OF EMPLOYMENT

Subject to the employment terms of a Grantee, the following terms shall be applicable:

15.1 On death of a Grantee

In the event of death of a Grantee, while in employment, all Options Granted as on date of death would vest in the legal heirs / nominee of the Grantee on that day. The Options would be exercisable by the legal heirs / nominee within a Period of 6 months from the date of the Grantee's death.

Provided that, in order to Exercise the Options of the deceased Grantee, the legal heirs / nominee have to submit such documents as specified by the Committee from time to time. All other terms and conditions of the Plan shall apply to such Options.

15.2 On Permanent Incapacity of a Grantee

In the event of the termination of a Grantee's employment with the Company as a result of total or Permanent Incapacity (i.e. incapacity to engage in work as a result of sickness, mental disability or otherwise or by reason of accident), all Options Granted to the Grantee as on date of Permanent Incapacity would vest in Grantee on that day. The Grantee may Exercise the Options within a Period of 6 months from the date of Permanent Incapacity, failing which all the unexercised Options shall lapse irrevocably and the rights there under shall be extinguished.

15.3 On retirement/superannuation

On retirement/superannuation of nay employee, all Unvested Options, on the date of cessation, shall expire and stand terminated with effect from that date as per company policy, unless otherwise determined by the Committee whose decision will be final and binding.

All Vested Options as on that date shall be exercisable by the Grantee by last day of employment in the Company or before expiry of Exercise period, whichever is earlier. The Vested Options not so Exercised shall lapse irrevocably and the rights thereunder shall be extinguished.]

15.4 Termination with cause

In case the termination of employment of a Grantee with the Company is Termination with Cause, all Options (Vested as well as Unvested) shall lapse on the Termination Date and the contract referred to in clause 10.1 above shall stand automatically terminated.

15.5 In the event that a Grantee is **transferred or deputed to an Associate Company prior to Vesting or Exercise of Options, the Vesting and Exercise of Options, as per the terms of Grant,**

shall continue in case of such transferred or deputed Grantee, even after the transfer or deputation.

- 15.6 In the event of **Abandonment of service by a Grantee**, all Options (Vested Options or Unvested Options) at the time of Abandonment of service, shall stand terminated forthwith. The date of Abandonment of service by the Option holder shall be decided by the Committee at its sole discretion which shall be binding on such Option holder.
- 15.7 In the event of a Grantee going on **Long Leave**, the treatment of Options Granted to him/her, whether vested or not, shall be determined by the Committee on a case-to-case basis, whose decision shall be final & binding.
- 15.8 In the event that a Grantee is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing Company, prior to the Vesting or Exercise, the treatment of Options in such case shall be specified in such scheme of arrangement, amalgamation, merger or demerger provided that such treatment shall not be prejudicial to the interest of the Grantee.

In the event where a **Dispute arises between Grantee and the Company**, Vesting and/or Exercise of Options will be put on hold till the date of settlement, to the satisfaction of the Committee.

15.9 **RESIGNATION/TERMINATION WITHOUT CAUSE**

In case the service of the Grantee with the Company is terminated due to resignation of the Grantee from the Company or otherwise, and if the termination is without cause, Vested Options shall Vest in the Grantee who may Exercise the Options by the last day of his employment in the Company or before the expiry of the Exercise period, whichever is earlier. The Vested Options not so Exercised shall lapse irrevocably and the rights thereunder shall be extinguished.

Further, all Unvested Options, on the date of cessation, shall expire and stand terminated with effect from that date unless otherwise determined by the Committee whose decision will be final and binding.

Note: for the purpose of above clause, last day of the employment means the date on which Employee has put his resignation or has been terminated, and the Options shall lapse on the date of resignation or termination itself (not on the effective date of exit).

16. **LOCK-IN REQUIREMENT**

The shares allotted to the Grantee pursuant to the Exercise of Options are not subject to any lock-in period.

17. **NOTICES AND CORRESPONDENCE**

- 17.1 Any notice required to be given by a Grantee to the Company or the Committee or any correspondence to be made between a Grantee and the Company or the Committee may be given or made to the Company / Committee at the registered office of the Company or to the Committee as may be notified by the Company / Committee in writing or at the specified designated email Id of the Company.
- 17.2 Any notice, required to be given by the Company or the Committee to a Grantee or any correspondence to be made between the Company or the Committee and a Grantee shall be given or made by the Company or the Committee on behalf of the Company at the address as stated in the official records of the Company or at the official email Id of the Grantee or address and/or email Id provided by the Grantee in his Acceptance Form.

18. NOMINATION

Each Grantee under the Plan may nominate, from time to time, any Beneficiary or Beneficiaries to whom any benefit under the Plan is to be delivered in case of his or her death before he or she receives all of such benefits. Each such nomination shall revoke all prior nominations by the same Grantee and shall be in a form prescribed by the Company (Nomination Form) and will be effective only when filed by the Grantee in writing with the Company during the Grantee's lifetime.

If the Grantee fails to make a nomination, the Shares shall Vest on his/her legal heirs in the event of his/her death.

19. NON-TRANSFERABILITY OF OPTIONS AND SHARES ISSUED THERE-AGAINST

Save as provided in [Clause 12.1] above the Options Granted to the Grantees herein are not transferable to any person and no person other than the Grantee to whom the Option is Granted shall be entitled to receive any benefit arising out of such Option. The Option Granted to the Grantee shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

Before the Initial Public Offer of the Company:

In case any Grantee, after Exercise of Options, want to sell/transfer its Shares, he/she will not be allowed to sell any Share to any third party, and he/she shall be bound to sell these Shares to the Promoters of the Company or any other person as may be decided by the Board, at last available FMV as the selling price for such Shares.

In case of exit of the Grantee from of the employment of the Company, the Grantee will have to mandatorily offer to sell the Shares acquired by him under this Plan, to the Promoters of the company or any other person as may be decided by the Board, at last available FMV, within 30 days of such exit. However, the settlement of all the applications received hereunder will be done within maximum of 180 days from the date of receipt of such applications.

The Shares arising out of Exercise of Options shall be subject to the same restrictions as any other Shares of the Company in accordance with the Articles of Association of the Company.

Note: This Clause will not be applicable after listing of the Shares of the Company

20. CORPORATE ACTION

20.1 Except as hereinafter provided, any Grant made shall be subject to adjustment, by the Committee, at its discretion, as to the number and price of Options or Shares, as the case may be, in the event of 'Corporate Action' as defined herein.

20.1.1 If there is a 'Corporate Action' of the Company before the Options Granted under this Plan are Exercised, the Grantee shall be entitled on Exercise of the Options, to such number of resultant Shares to which he/she would have been entitled as if all of the then outstanding Options Exercised by him/her, had been Exercised before such 'Change in the Capital Structure' had taken place and the rights under the Options shall stand correspondingly adjusted. In the event of a Corporate Action, the Committee, subject to the provisions of Applicable Laws, shall make fair and reasonable adjustments under the Plan, as it deems fit, with respect to the number of Options, Exercise price and make any other necessary amendments to the Plan for this purpose. The Vesting Period and life of the Options shall be left unaltered as far as possible.

20.1.2 In the event of severance of employment of a Grantee, as a part of reconstitution / amalgamation / sell-off or otherwise, the Options Granted and not Exercised before such reconstitution / amalgamation / sell-off, shall be Exercised as per the terms and conditions determined in the relevant Scheme of such reconstitution / amalgamation / sell-off not prejudicial to the interest of the Grantee.

20.1.3 In the event of a dissolution or liquidation of the Company, any Vested Options outstanding under the Plan shall be cancelled if not exercised prior to such event and no compensation shall be payable in respect of the Options so cancelled.

21. DISCLOSURE AND ACCOUNTING POLICIES:

21.1 The Company shall comply with the requirements of IND – AS 102 and/or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other appropriate authority, from time to time, including the disclosure requirements prescribed therein and shall use Fair value method and the fair value of Options would be calculated as per the prescribed method under the applicable regulations.

21.2 Compensation cost will be booked in the books of account of the Company over the Vesting Period.

21.3 The Company shall comply with the disclosure requirements of the Accounting Standards prescribed by the Central Government in terms of section 133 of the Companies Act, 2013 including any 'Guidance Note on Accounting for Employee share-based Payments' issued in that regard from time to time, in terms of Regulation 15 of the SEBI (SBEB & SE) Regulations.

22. TAXABILITY ON THE GRANTEE

- 22.1 The exercisable Options are subject to the applicable provisions of the Income tax Act, 1961. There would be following points of Taxation on the Grantee:
- i. At the time of Exercise, the difference between the Market Price of the Shares as on date of Exercise and the Exercise Price, will be added as a perquisite under salary in the month of Exercise. The Grantee will be liable to pay the taxes at the individual slab rate in which he falls.
 - ii. At the time of sale of the Shares of the company. On selling of the Shares, the concerned Employee would be liable to income tax as per the applicable provisions of the laws at the time of sale of the Shares.
- 22.2 Notwithstanding anything elsewhere contained in this Plan, no Shares/ sale proceeds therefrom, as the case may be, shall be disbursed to the Grantee or his Beneficiary, on Exercise of the Options under this Plan unless appropriate taxes as required under the applicable tax laws, are discharged.
- 22.3 All direct and indirect taxes or any other present or future tax in respect of the Options, Option Shares or Shares issued to the Grantee by virtue of, or under this ESOP Plan, shall be payable entirely and exclusively by the Grantee and in the event any such amounts are paid by the Company due to any reason, such amounts of taxes shall be recoverable to the full extent at all times from any amount payable to the Grantee by the Company.
- 22.4 The Shares shall be subject to set-off or counterclaim of amounts owed by the Grantee to the Company, to the extent permitted under Applicable Laws.

23. DISPUTE RESOLUTION

In the event of a dispute arising out of or in relation to the provisions of this Plan (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 the chairman of Nomination and Remuneration Committee, whose decision shall be final and binding on the parties.

24. GOVERNING LAW

- 24.1 This Plan and all agreements hereunder shall be governed by and construed in accordance with the Applicable Laws.
- 24.2 All amendments made from time to time to the Applicable Laws, insofar as they apply to this Plan, shall automatically form a part of this Plan. The Committee is authorized to give effect to such amendments in the text of this Plan.

24.3 The Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan. The Options are subject to the Plan. Any term of the Plan that is contrary to the requirement of the Applicable Laws shall not apply to the extent that it is contrary.

25. REGULATORY APPROVALS

The implementation of the Plan, the Granting of any Option under the Plan and the issuance of any Shares under this Plan shall be subject to the procurement of all approvals and permits, if any, required by any regulatory authorities having jurisdiction over the Plan, the Options and the Shares issued pursuant to the Plan by the Company and the Grantees/ nominee / legal heirs. The Grantees Nominee / Legal Heirs under this Plan will, if requested by the Board/ Committee / Company, provide such assurances and representations to the Company/ Committee, as the Board may deem necessary or desirable to ensure compliance with all applicable legal requirements.

26. VARIATION OF THE TERMS OF THE PLAN

26.1 Subject to the Applicable Laws, the Committee, by special resolution of its Shareholders, may vary the terms of the Plan at any time and from time to time, and may:

- a. Revoke, add to, alter, amend or vary all or any of the terms and conditions of the Plan or all or any of the rights and obligations of the Grantees;
- b. Formulate various sets of special terms and conditions in addition to those set out herein, to apply to the Grantees. Each of such sets of special terms and conditions shall be restricted in its application to those Grantees;
- c. Formulate separate sets of special terms and conditions in addition to those set out herein, to apply to each class or category of Grantees separately and each of such sets of special terms and conditions shall be restricted in its applications to such class or category of Grantees.

Provided that no variation, alteration, addition or amendment to the Plan can be made if it is prejudicial or detrimental to the interest of the Grantee/ Grantee.

Provided that the Company shall be entitled to vary the terms of the Plan to meet any regulatory requirement without seeking Shareholders' approval by special resolution.

Note: The above mentioned proviso will be applicable post listing of the Shares of the Company.

27. MISCELLANEOUS PROVISIONS

27.1 The Grantee shall have no rights as a Shareholder until the name of the Grantee has been entered in the register of members of the Company as the holder of the Shares upon exercising the Options provided hereunder to such Grantee.

- 27.2 All Shares allotted on Exercise of Options will rank pari-passu with all other Shares of the Company for the time being in issue.
- 27.3 This Plan shall not form part of any contract of employment between the Company and any 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 Plan or any right which he may have to participate in it and this Plan 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.
- 27.4 This Plan shall not confer on any person any legal or equitable rights against the Company or the Board / Committee directly or indirectly or give rise to any cause of action at law or in equity against the Company or the Board or the Committee.
- 27.5 The Company shall bear the costs of establishing and administering this Plan.
- 27.6 A Grantee shall, before accepting a Grant, obtain all necessary consents, if any, that may be required to enable him to accept the Grant and the Company to allot and issue to him in accordance with the provisions of this Plan, the Shares due to be allotted and issued upon the Exercise of his Vested Options. By accepting a Grant and/ or submitting the Exercise Form, the Grantee thereof is deemed to have represented to the Company or the Board 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.
- 27.7 By accepting a Grant, a Grantee expressly acknowledges that the Grant of Option does not constitute guarantee or continuity of employment with the Company and the Company shall reserve the right to terminate the employment of a Grantee with the Company in accordance with the terms of employment. Grantee shall be deemed irrevocably to have waived any entitlement, by way of compensation for loss of office or otherwise howsoever, to any sum or other benefit to compensate him for loss of any rights under this Plan.
- 27.8 The acceptance of the Grant is entirely voluntary and the Company or the Board does not guarantee any return on Shares.
- 27.9 The Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to Exercise Options in whole or in part.
- 27.10 The maximum quantum of benefits that will be provided to every Eligible Employee under the Plan will be the difference between the market value of Company's Share as on the Date of Exercise of Options and the Exercise Price paid by the Employee.
- 27.11 The Grantee shall abide by the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 as may be amended from time to time, Company's Code of Conduct for prevention of insider trading and Code of practices and procedures for fair disclosure of

unpublished price sensitive information adopted by the Company under SEBI (Prohibition of Insider Trading) Regulations, 2015. Further, The Grantee shall indemnify and keep indemnified the Company in respect of any direct or indirect liability arising as a result or consequence of the violation of above, if applicable.

- 27.12 This Plan constitutes the entire document in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter.
- 27.13 In the event that any term, condition or provision of this Plan being held to be a violation of any Applicable Laws, statute or regulation the same shall be severed from the rest of this Plan and shall be of no force and effect and this Plan shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Plan.

28. RIGHTS OF THE OPTION HOLDER (GRANTEE)

- 28.1 Grantee is not required to pay any amount at the time of Granting of Options.
- 28.2 Grantee is not required to pay any amount at the time of Vesting of Options.
- 28.3 Grantee shall have to right to exercise the Options within the Exercise Period in accordance with this Plan.
- 28.4 The Option holder shall not have right to receive any dividend or to vote or in any manner enjoy the benefits of a shareholder in respect of the Options Granted to him, till the Shares are issued against the Exercise of such Options.
- 28.5 The Grantee shall have no rights as a Shareholder until the name of the Grantee has been entered in the register of members of the Company as the holder of the Shares upon exercising the Options provided hereunder to such Grantee.
- 28.6 Once the shares are issued to the Grantee, all Shares allotted on Exercise of Options will rank pari-passu with all other Shares of the Company for the time being in issue.

29. TERM OF THE PLAN

- 26.1 The Plan shall continue in effect until (i) its termination by the Board or (ii) the date on which all of the Options available for issuance under the Plan have been exercised, whichever is earlier.
- 26.2 Any such termination of the Plan shall not affect Options already Granted and such Options shall remain in full force and effect as if the Plan had not been terminated unless mutually agreed otherwise between the Grantees and the Company.

30. CONFIDENTIALITY

Notwithstanding anything contained in this Plan, the Grantee / Grantee shall not divulge the details of the Plan 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 Grantee.

-----X-----