



EMPLOYEE STOCK OPTION SCHEME 2026

CONTENTS

1. Name, Objective and Term of the Scheme	3
2. Definitions and Interpretation	4
3. Authority and Ceiling	9
4. Administration	10
5. Eligibility and Applicability	12
6. Grant and Acceptance of Grant	13
7. Vesting Schedule and Vesting Conditions.....	14
8. Exercise.....	15
9. Lock-in	18
10. Restriction on Transfer of Options	19
11. Rights as a Shareholder	20
12. Deduction / Recovery of Tax	20
13. Authority to Vary Terms	21
14. Listing of Shares and Related Compliances.....	21
15. Exit Route in Case of De-listing	22
16. Accounting and Disclosures.....	23
17. Certificate from Secretarial Auditor.....	24
18. Miscellaneous.....	24
19. Governing Laws	25
20. Notices	26
21. Nomination	27
22. Jurisdiction.....	27
23. Severability	28
24. Confidentiality	28
Annexure A	29

1. Name, Objective and Term of the Scheme

- 1.1 This employee stock option scheme shall be called the '**Employee Stock Option Scheme 2026**' ("**ESOS 2026**" / "**Plan**" / "**Scheme**").
- 1.2 The Scheme has been framed in accordance with Section 62(1)(b) of the Companies Act, 2013 ("**Act**"), read with Rule 12(11) of the Companies (Share Capital and Debentures) Rules, 2014 and the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 ("**SBEB Regulations**") and other applicable laws. Cian Healthcare Limited ("**Company**"), being a company whose equity shares are listed on a recognised stock exchange, sub-rule (1) to (10) of Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014 do not apply to the Scheme.
- 1.3 The primary objective of ESOS 2026 is to align the interests of Employees with the long-term goals of the Company by offering them an opportunity to become shareholders. This ESOS 2026 is designed to achieve the following:
- i. **Recognise Performance:** Offer Options as a form of recognition and reward for Employees who have consistently delivered exceptional performance, thereby encouraging continued excellence and dedication.
 - ii. **Attract and Retain Key Talent:** Utilise the ESOS 2026 as a strategic tool to attract top talent in the industry, offering them a compelling reason to join and remain with the Company by participating in its growth and success.
 - iii. **Reward Loyalty:** Recognise and reward Employees who have demonstrated long-term commitment and loyalty to the Company by granting them ownership rights, thereby fostering a deeper sense of belonging and motivation.
 - iv. **Drive Future Growth:** Encourage Employees to actively contribute to the Company's future growth and success by sharing in the financial benefits of that growth.
- 1.4 The Scheme is established with effect from _____, being the date on which the shareholders of the Company approved the Scheme by way of a special resolution, and shall continue to be in force until (i) its termination by the Company by way of a special resolution of its shareholders, or by the Committee where such termination is necessary to meet any regulatory

requirement, in accordance with Applicable Laws; or (ii) the date on which all the Options available for issuance under the Scheme have been granted and exercised, whichever is earlier.

- 1.5 The Scheme shall be implemented and administered directly by the Company by way of a fresh issue of Shares by the Company upon Exercise of Vested Options. The Scheme does not involve the setting up of any trust, any secondary acquisition of Shares or any acquisition of Shares by way of gift.

2. Definitions and Interpretation

2.1 Definitions

In this Scheme, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

- (i) **“Act”** means the Companies Act, 2013 read with the rules made thereunder from time to time and includes any statutory modifications or re-enactments thereof;
- (ii) **“Applicable Law”** means every law relating to employee stock options by whatever name called, including and without limitation to the Act, the Securities and Exchange Board of India Act, 1992, the SBEB Regulations, the LODR Regulations, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the Income-tax Act, 2025 (and, in relation to any period prior to 1 April 2026, the Income Tax Act, 1961), the Foreign Exchange Management Act, 1999 read with the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, the Companies (Share Capital and Debentures) Rules, 2014 and the Secretarial Standards issued by the Institute of Company Secretaries of India, in each case as amended, modified or re-enacted from time to time, read with all rules, circulars, notifications and guidelines issued thereunder, and all other relevant tax, securities, exchange control or corporate laws of India or of any relevant jurisdiction or of any Stock Exchange on which the Shares are listed or quoted;
- (iii) **“Associate Company”** shall have the meaning assigned to it under Section 2(6) of the Companies Act;
- (iv) **“Board”** means the Board of Directors of the Company;

- (v) **"Committee"** means the Nomination and Remuneration Committee constituted by the Board under Section 178 of the Act read with Regulation 19 of the LODR Regulations (to the extent applicable to the Company), which has been designated by the Board as the compensation committee for the purposes of Regulation 5 of the SBEB Regulations, and includes any other committee of the Board that may be so designated from time to time
- (vi) **"Company"** means **Cian Healthcare Limited**, a company incorporated under the Companies Act, 1956, having Corporate Identification Number L24233PN2003PLC017563, whose Shares are listed on the SME Platform of BSE Limited;
- (vii) **"Company Policies / Terms of Employment"** means the policies of the Company applicable to Employees and the terms of employment as contained in the appointment letter, employee handbook and other internal policies of the Company, including provisions requiring a desired level of performance and provisions securing confidentiality, non-compete and non-poaching of other Employees and customers;
- (viii) **"Director"** means a member of the Board of the Company;
- (ix) **"Eligibility Criteria"** means the criteria as may be determined by the Committee from time to time for the Grant of Options to the Employees;
- (x) **"Employee"** means:
 - (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 a member of the Promoter Group, but excluding an Independent Director; or
 - (c) an employee as defined in sub-clauses (a) or (b) above, of a Group Company including a Subsidiary Company or an Associate Company, in India or outside India, or of a Holding Company of the Company

but does not include

- (1) an employee who is a Promoter or a person belonging to the Promoter Group; or
- (2) a Director who, either himself/herself or through his/her relative or through any body corporate, directly or indirectly, holds more than 10% (Ten percent) of the outstanding equity shares of the Company; or
- (3) an Independent Director;

- (xi) **"Exercise"** in relation to an Option means the making of an application by the Grantee to the Company for the issue of Shares underlying the Vested Options, in accordance with the procedure laid down by the Company under this Scheme;
- (xii) **"Exercise Period"** means the time period after Vesting within which the Grantee is entitled to Exercise the Vested Options in pursuance of the Scheme;
- (xiii) **"Exercise Price"** means the price payable by the Grantee in order to Exercise the Options granted to him/her in pursuance of the Scheme;
- (xiv) **"Grant"** means the process by which the Company issues Options to the Employees under the Scheme;
- (xv) **"Grant Date"** means the date of the meeting of the Committee on which the Grant of Options to the Employees is approved, or such other date as may be determined by the Committee as the date of Grant.

Explanation: For accounting purposes, the Grant Date shall be determined in accordance with the applicable accounting standards;

- (xvi) **"Grant Letter"** means the letter issued by the Company to an Employee setting out the number of Options granted, the Exercise Price, the Vesting Period, Vesting Schedule, the Vesting Conditions, the Exercise Period and such other terms and disclosures as may be required under Applicable Laws;
- (xvii) **"Grantee"** or **"Option Grantee"** means an Employee who has been granted an Option and has accepted such Grant in the manner required under the Scheme, and shall be deemed to include the nominee or legal heir of a Grantee in case of his/her death, to the extent the provisions of the Scheme are applicable to such nominee or legal heir;
- (xviii) **"Group Company"** as defined under the provisions of Regulation 2(1)(r) of the SBEB Regulations, which means two or more companies which, directly or indirectly, are in a position to –
 - a) exercise twenty-six percent or more of the voting rights in the other company; or
 - b) appoint more than fifty percent of the members of the board of directors in the other Company; or
 - c) control the management or affairs of the other company;
- (xix) **"Holding Company"** means a holding company as defined under Section 2(46) of the Companies Act;
- (xx) **"Independent Director"** means a Director within the meaning of Section 149(6) of the Companies Act read with Regulation 16(1)(b) of the LODR Regulations;

- (xxi) **“Lock-in Period”** means the period, if any, during which the Grantee shall not sell, pledge or otherwise transfer the Shares allotted upon Exercise of the Vested Options;
- (xxii) **“LODR Regulations”** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time;
- (xxiii) **“Market Price”** means the latest available closing price of the Shares on the Stock Exchange on the date immediately prior to the Relevant Date.

Explanation: If the Shares are listed on more than one recognised stock exchange, the closing price on the recognised stock exchange having the higher trading volume on the said date shall be considered as the Market Price;

- (xxiv) **“Merchant Banker”** means a merchant banker as defined under Regulation 2(1)(cb) of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, registered under Section 12 of the Securities and Exchange Board of India Act, 1992;
- (xxv) **“Misconduct”** means any act of commission or omission by a Grantee which amounts to a breach or violation of the Company Policies / Terms of Employment or of any Applicable Law, including (a) any act warranting summary termination under law; (b) conduct which, in the reasonable opinion of the Committee, amounts to a serious breach of the obligation of trust and confidence owed to the Company; (c) any material or persistent breach of the terms of employment, including wilful neglect of or refusal to carry out lawful instructions of the Company; (d) conviction for any criminal offence; (e) disqualification from holding office in any company, or being subjected to serious disciplinary action by any regulatory authority; or (f) any act which, in the opinion of the Committee, has brought or is likely to bring the Company into disrepute, in each case as determined by the Committee at its sole discretion after granting the Grantee an opportunity of being heard;
- (xxvi) **“Option” or “Employee Stock Option”** means an option granted to an Employee under the Scheme, which gives such Employee the right, but not an obligation, to purchase or subscribe at a future date to the Shares underlying such option at the Exercise Price;
- (xxvii) **“Permanent Incapacity”** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Committee on the basis of a certificate of a medical expert identified by the Company;

- (xxviii) **"Promoter"** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended;
- (xxix) **"Promoter Group"** shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended;
- (xxx) **"Relevant Date"** means (a) in the case of Grant, the date of the meeting of the Committee on which the Grant is made; and (b) in the case of Exercise, the date on which the notice of Exercise is given to the Company by the Grantee;
- (xxxi) **"Retirement"** means retirement or superannuation of an Employee in accordance with the rules and policies of the Company;
- (xxxii) **"SBEB Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and re-enacted from time to time, read with all circulars, clarifications and notifications issued thereunder;
- (xxxiii) **"SEBI"** means the Securities and Exchange Board of India;
- (xxxiv) **"Secretarial Auditor"** means a company secretary in practice appointed by the Company under Section 204 of the Companies Act read with Rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 and Regulation 24A of the LODR Regulations (to the extent applicable to the Company), to conduct the secretarial audit of the Company;
- (xxxv) **"Shares"** means the equity shares of the Company of the face value of INR 10 (Indian Rupees Ten only) each, fully paid-up, and includes the equity shares arising out of the Exercise of Options granted under the Scheme;
- (xxxvi) **"Stock Exchange"** means BSE Limited (including its SME Platform) and any other recognised stock exchange in India on which the Shares are listed or proposed to be listed;
- (xxxvii) **"Subsidiary Company"** means a subsidiary company as defined under Section 2(87) of the Companies Act;
- (xxxviii) **"Unvested Option"** means an Option in respect of which the relevant Vesting Conditions have not been satisfied and, as such, the Grantee has not become eligible to Exercise the Option;
- (xxxix) **"Vest" or "Vesting"** means the process by which the Grantee earns the right to Exercise the Options granted to him/her in pursuance of the Scheme;

- (xl) **“Vested Option”** means an Option in respect of which the relevant Vesting Conditions have been satisfied and the Grantee has become eligible to Exercise the Option;
- (xli) **“Vesting Condition”** means any condition subject to which the Options granted would Vest in a Grantee; and
- (xlii) **“Vesting Period”** means the period during which the Vesting of the Options granted to the Employee in pursuance of the Scheme takes place, as specified in the Grant Letter.

2.2 Interpretation

In this Scheme, unless a contrary intention appears:

- (a) the clause headings are for ease of reference only and shall not be relevant for interpretation;
- (b) a reference to a clause number is a reference to its sub-clauses;
- (c) words in the singular include the plural and vice versa;
- (d) words importing a gender include every other gender;
- (e) a reference to an Annexure includes a reference to any part of that Annexure which is incorporated by reference;
- (f) for the purposes of any calculation under this Scheme, any fraction shall be rounded down to the nearest whole number, and no fractional Share shall be issued;
- (g) a reference to any statute, rule, regulation, circular or notification includes any amendment, modification, substitution or re-enactment thereof;
- (h) words and expressions used but not defined in this Scheme, but defined in the SBEB Regulations, the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 or the Companies Act, shall have the meanings respectively assigned to them in those legislations, as the context requires.

3. Authority and Ceiling

- 3.1 The shareholders of the Company, by way of a special resolution dated _____, approved the Scheme and authorised the Committee to grant not exceeding 10000000 (One Crore) Options to the eligible Employees, in one or more tranches from time to time, which in aggregate shall be exercisable into not more than 10000000 (One Crore) Shares of the face value of INR 10 (Indian Rupees Ten only) each fully paid-up, with each such Option conferring a right upon the Grantee to apply for one Share of the Company in accordance with the terms and conditions of the Scheme.

- 3.2 The Shares to be allotted under the Scheme shall be issued by way of a fresh issue of Shares by the Company. The Scheme does not contemplate any secondary acquisition of Shares.
- 3.3 The maximum number of Options that may be granted to any Employee under the Scheme, per Grant and in aggregate, shall be determined by the Committee at the time of each Grant, subject at all times to the aggregate ceiling as specified in the Scheme read with SBEB Regulations, as amended from time to time.
- 3.4 If an Option lapses, expires, is forfeited, cancelled or surrendered, or becomes un-exercisable for any reason, it shall be brought back to the pool of Options referred to in sub-clause 3.1 and shall become available for future Grants, subject to compliance with Applicable Laws.
- 3.5 Prior approval of the shareholders of the Company by way of a separate special resolution shall be obtained in case the Grant of Options to any identified Employee, during any one year, is equal to or exceeds 1% (One percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of such Grant.
- 3.6 Prior approval of the shareholders of the Company by way of a separate special resolution shall also be obtained in case Options are to be granted to the employees of a Holding Company, a Subsidiary Company, an Associate Company or a Group Company.
- 3.7 Where Shares are issued consequent upon the Exercise of an Option under the Scheme, the maximum number of Shares that can be issued under the Scheme as referred to in sub-clause 3.1 above shall stand reduced to the extent of the Shares so issued.

4. Administration

- 4.1 The Scheme shall be administered and superintended by the Committee. All questions of interpretation of the Scheme or of any Option shall be determined by the Committee, and such determination shall be final and binding upon all persons having an interest in the Scheme or in any Option granted thereunder.
- 4.2 The Committee shall, in accordance with this Scheme and Applicable Laws, determine the following:

- (a) the quantum of Options to be granted under the Scheme per Employee and in aggregate, subject to the ceilings specified in sub-clauses 3.1 and 3.3;
- (b) the Eligibility Criteria for the Grant of Options to the Employees;
- (c) the Exercise Price and the Vesting Conditions applicable to each Grant;
- (d) Vesting Period, Vesting Schedule and the conditions under which the Options may Vest in the Employees and may lapse in case of termination of employment for Misconduct, subject at all times to sub-clause 7.1;
- (e) the specific Exercise Period within which the Grantee shall Exercise the Options and the consequence that the Options would lapse on failure to Exercise the same within the Exercise Period;
- (f) the specified time period within which the Grantee shall Exercise the Vested Options in the event of termination or resignation;
- (g) the right of a Grantee to Exercise all the Options Vested in him/her at one time or at various points of time within the Exercise Period;
- (h) the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in the case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard, the following shall be taken into consideration by the Committee:
 - (i) the number and the price of the Options shall be adjusted in a manner such that the total value of the Options to the Grantee remains the same after the corporate action; and
 - (ii) the Vesting Period and the life of the Options shall be left unaltered as far as possible, so as to protect the rights of the Grantees;
- (i) the procedure and terms for the Grant, Vesting and Exercise of Options in the case of Employees who are on long leave;
- (j) the procedure for funding the Exercise of Options, to the extent permitted under Applicable Laws;
- (k) the procedure for buy-back of Options granted under the Scheme, if undertaken at any time by the Company, and the applicable terms and conditions, including (1) the permissible sources of financing for such buy-back; (2) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and (3) the limits upon the quantum of Options that the Company may buy-back in a financial year; and
- (l) the forms, writings and agreements to be used in pursuance of the Scheme.

- 4.3 The Committee shall frame suitable policies and procedures to ensure that there is no violation of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003, or any other regulation as may be notified by SEBI or any other authority from time to time, by the Company or any Employee, in relation to implementation and administration of the Scheme.
- 4.4 The Committee may, subject to Applicable Laws, delegate to any officer of the Company the authority to do such specific acts and things as may be necessary in connection with the Scheme, including the listing of Shares on the Stock Exchange arising pursuant to the Exercise of Vested Options and the execution and submission of documents to the Stock Exchange or any other authority.

5. Eligibility and Applicability

- 5.1 Only Employees are eligible to be granted Options under the Scheme. The specific Employees to whom the Options would be granted, and their Eligibility Criteria, shall be determined by the Committee from time to time.
- 5.2 The appraisal process for determining the eligibility of Employees shall be based on grade, criticality of role, length of service, performance, potential contribution to the Company and such other criteria as may be determined by the Committee at its sole discretion from time to time.
- 5.3 The Scheme shall be applicable to:
- (i) the Company (including any successor thereof) and its Employees; and
 - (ii) a Holding Company, Subsidiary Company, Associate Company or Group Company, and their employees or directors, to the extent any of them are covered as “Employees” under the Scheme, subject to the prior approval of the shareholders of the Company by way of a separate special resolution as required under sub-clause 3.5.
- 5.4 Where an Employee is a Director nominated by an institution as its representative on the Board:
- (i) the contract or agreement entered into between the nominating institution and the Director so appointed shall specify (a) whether the Grants under the Scheme can be

- accepted by such Employee in his/her capacity as a Director of the Company; (b) that the Grant, if made, shall not be renounced in favour of the nominating institution; and (c) the conditions subject to which fees, commissions and other incentives may be accepted by such Director from the Company;
- (ii) the nominating institution shall file a copy of such contract or agreement with the Company, which shall in turn file a copy with the Stock Exchange; and
 - (iii) the Director so appointed shall furnish a copy of the contract or agreement at the first meeting of the Board attended by him/her after his/her nomination.

6. Grant and Acceptance of Grant

6.1 Grant of Options

- (a) Grants under the Scheme shall be made on such date as may be decided by the Committee at its discretion, subject to the Company having obtained the in-principle approval of the Stock Exchange in terms of sub-clause 14.1.
- (b) Each Grant of Options under the Scheme shall be made in writing by the Company to the eligible Employee by way of a Grant Letter containing the specific details of the Grant and the disclosures prescribed under Applicable Laws, including the disclosures set out in **Annexure A**.

6.2 Acceptance of the Grant

Any eligible Employee who wishes to accept the Grant made under this Scheme must deliver to the Company a duly signed acceptance of the Grant Letter on or before the date (“**Closing Date**”) specified in the Grant Letter, which shall not be more than **30 (Thirty) days** from the Grant Date. Upon receipt of the signed acceptance by the Company, the eligible Employee shall become a Grantee and shall be bound by the terms, conditions and restrictions of the Scheme and the Grant Letter.

- 6.3 Any eligible Employee who fails to deliver the signed acceptance of the Grant Letter on or before the Closing Date shall be deemed to have rejected the Grant, unless the Committee determines otherwise.

- 6.4 No amount shall be payable by the Grantee at the time of the Grant of Options.

7. Vesting Schedule and Vesting Conditions

- 7.1 The Options granted under the Scheme shall Vest not earlier than the minimum Vesting Period of **1 (One) year** from the Grant Date. The Vesting Period applicable to each Grant shall be such period as may be determined by the Committee and specified in the Grant Letter, subject always to the said minimum Vesting Period.

Provided that where Options are granted by the Company under the Scheme in lieu of options held by a person under a similar scheme in another company ("**Transferor Company**") which has merged, demerged, arranged or amalgamated with the Company, the period during which the options granted by the Transferor Company were held by such person shall be adjusted against the minimum Vesting Period under this sub-clause.

Provided further that in the event of death or Permanent Incapacity of an Employee while in employment, the minimum Vesting Period of 1 (One) year shall not be applicable, and in such instances all the Options granted to such Employee till such date shall Vest on the date of death or Permanent Incapacity, as the case may be.

Provided further that in case of Retirement, all Unvested Options as on the date of Retirement shall continue to Vest in accordance with the original Vesting schedule even after such Retirement, unless otherwise determined by the Committee in accordance with the Company Policies and Applicable Laws.

- 7.2 Vesting of the Options shall be subject to the continued employment of the Grantee with the Company or with a Holding Company, Subsidiary Company, Associate Company or Group Company, as the case may be. In addition, the Committee may specify performance criteria, subject to the satisfaction of which the Options shall Vest. Where a Grantee has tendered his/her resignation and is serving the notice period, such notice period shall not be reckoned for Vesting, and all Unvested Options as on the last working day of such Grantee shall stand cancelled forthwith, consistently with the treatment set out at S. No. 1 of the table under sub-clause 8.2(b).
- 7.3 As a prerequisite for a valid Vesting, a Grantee must not be subject to any disciplinary proceedings pending against him/her on the date of Vesting. In case of any disciplinary proceedings against a

Grantee, the relevant Vesting shall be kept in abeyance until disposal of such proceedings. In case of exoneration or reinstatement, Vesting shall take place as if there was no abeyance. In case of termination of employment, the provisions of the table set out in sub-clause 8.2(b) shall apply.

7.4 The specific Vesting schedule and Vesting Conditions subject to which Vesting would take place shall be specified in the Grant Letter issued to the Grantee at the time of the Grant.

7.5 Unless otherwise determined by the Committee, the Options granted under the Scheme shall Vest in a single tranche, as follows:

Date of Vesting	Proportion of Options that shall Vest
On completion of 1 (One) year from the Grant Date	100% (One Hundred percent) of the Options granted

Provided that the Committee may, at the time of Grant, specify a different Vesting schedule for any Grant, including Vesting in more than one tranche, subject always to the minimum Vesting Period specified in sub-clause 7.1.

7.6 **Grant, Vesting and Exercise of Options in case of Employees on long leave**

The period of leave shall not be reckoned in determining the Vesting Period in the event the Employee is on a sabbatical. In all other cases, including approved earned leave, maternity leave and sick leave, the period of leave shall be included in calculating the Vesting Period, unless otherwise determined by the Committee. An Employee who is on long leave shall continue to be eligible for the Grant of Options during the period of such leave, and may Exercise the Vested Options during such period in the same manner as an Employee in active service; provided that, where the Employee is on a sabbatical, the Committee may defer the Grant to such Employee until resumption of active service.

8. Exercise

8.1 **Exercise Price**

(a) The Exercise Price per Option shall be determined by the Committee on the Grant Date, provided that the Exercise Price shall not be less than the face value of the Share, in accordance with Section 53 of the Companies Act. The Exercise Price may differ for different

sets of Employees and for Options granted on different dates. In the case of a Grantee who is a person resident outside India, the Exercise Price shall additionally conform to such pricing requirements as may be applicable under the Foreign Exchange Management Act, 1999 and the rules made thereunder.

- (b) The specific Exercise Price shall be intimated to the Grantee in the Grant Letter at the time of the Grant.
- (c) Payment of the Exercise Price shall be made by way of a crossed cheque, demand draft or any recognised electronic mode of payment in favour of the Company, or in such other manner as the Committee may decide from time to time.

8.2 Exercise Period

- (a) **Exercise while in employment:** The Exercise Period in respect of an Option shall commence on the Vesting of such Option and shall extend up to a maximum period of **5 (Five) years** from the date of Vesting of such Option, or such shorter period as may be specified in the Grant Letter. The Grantee may Exercise all or any part of the Vested Options at one time or at various points of time within the Exercise Period.
- (b) **Exercise in case of separation from employment:** Subject to the maximum Exercise Period stated above, the Vested Options and the Unvested Options shall be dealt with as under:

S. No.	Event of separation	Vested Options	Unvested Options
1	Resignation or termination (other than on account of Misconduct)	All Vested Options as on the date of resignation or termination shall be exercisable by the Grantee within 30 (Thirty) days from the last working day of such Grantee, or till the end of the applicable Exercise Period, whichever is earlier.	All Unvested Options as on the last working day of such Grantee shall stand cancelled with effect from such date.
2	Termination on account of Misconduct	All Vested Options which have not been exercised as on the date of such termination shall stand cancelled with effect from the date of such termination.	All Unvested Options as on the date of such termination shall stand cancelled with effect from the date of such termination.
3	Retirement or superannuation	All Vested Options as on the date of Retirement shall be exercisable within 3 (Three) months from the date of Retirement, or till the end of the applicable Exercise Period, whichever is earlier.	All Unvested Options as on the date of Retirement would continue to vest in accordance with the original vesting schedule even after Retirement unless otherwise determined by the Committee in accordance with the Company's Policies and provisions of the prevailing

S. No.	Event of separation	Vested Options	Unvested Options
			Applicable Law. All such aforesaid Options upon Vesting can be exercised within a period of 3 (Three) months from the date of such Vesting.
4	Death	All Vested Options as on the date of death shall be exercisable by the nominee or legal heir of the deceased Grantee within 12 (Twelve) months from the date of death, or till the end of the applicable Exercise Period, whichever is later.	All Unvested Options as on the date of death shall Vest immediately in the nominee or legal heir of the deceased Grantee and shall be exercisable in the manner specified for Vested Options.
5	Permanent Incapacity	All Vested Options as on the date of Permanent Incapacity shall be exercisable by the Grantee within 12 (Twelve) months from such date, or till the end of the applicable Exercise Period, whichever is later.	All Unvested Options as on the date of Permanent Incapacity shall Vest immediately in the Grantee and shall be exercisable in the manner specified for Vested Options.
6	Abandonment of employment	Abandonment of employment shall be treated as Misconduct for the purposes of the Scheme, and accordingly all Vested Options as on the date of such abandonment shall stand cancelled with effect from such date, subject to the Grantee having been afforded an opportunity of being heard in accordance with sub-clause 2.1(xxv).	All Unvested Options as on the date of such abandonment shall stand cancelled with effect from such date.
7	Transfer or deputation to a Holding Company, Subsidiary Company, Associate Company or Group Company	Vesting and Exercise shall continue on the same terms as specified in the Grant Letter. In case of subsequent separation, the treatment of Vested Options shall be as per the applicable provisions of the SBEB Regulations and accounting standards.	Vesting and Exercise shall continue on the same terms as specified in the Grant Letter. In case of subsequent separation, the treatment of Unvested Options shall be as per the applicable event set out in this table.
8	Transfer pursuant to a scheme of arrangement, amalgamation, merger or demerger	The treatment of Vested Options shall be as specified in such scheme of arrangement, amalgamation, merger or demerger, provided that such treatment shall not be prejudicial to the interest of the Grantee.	The treatment of Unvested Options shall be as specified in such scheme of arrangement, amalgamation, merger or demerger, provided that such treatment shall not be prejudicial to the interest of the Grantee.
9	Separation for any other reason	All Vested Options as on the date of such separation shall be retained by the Grantee and shall be exercisable within such period as the Committee may determine, not exceeding the applicable Exercise Period, and the decision of the Committee as to such period shall be final and binding.	All Unvested Options as on the date of such separation shall stand cancelled , unless otherwise required under Applicable Laws.

8.3 The Options shall be deemed to have been Exercised when the Grantee makes an application in writing to the Company, or through such other mode as may be decided by the Committee, for the

issue of Shares against the Options Vested in him/her, subject to payment of the Exercise Price and compliance with the other requisite conditions of Exercise.

- 8.4 Upon Exercise and receipt of the Exercise Price and applicable taxes, the Company shall allot the Shares underlying the Vested Options so Exercised within the timelines prescribed under Applicable Laws, and shall credit such Shares to the demat account of the Grantee.

8.5 **Lapse of Options**

The Options not Exercised within the respective Exercise Periods prescribed under this Clause 8 shall lapse and be deemed to have been cancelled on the expiry of such Exercise Period. The Grantee shall have no right or recourse over such lapsed, cancelled or expired Options.

- 8.6 Any amount paid by the Grantee at the time of Grant, Vesting or Exercise of the Options (a) may be forfeited by the Company if the Options are not Exercised by the Grantee within the Exercise Period; or (b) may be refunded to the Grantee if the Options do not Vest on account of non-fulfilment of the Vesting Conditions.

- 8.7 **Statutory filings.** The Company shall, in respect of each allotment of Shares made upon Exercise of Options under the Scheme, file the return of allotment in Form PAS-3 with the Registrar of Companies within the period prescribed under Section 39(4) of the Companies Act read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, and shall make such other filings, intimations and disclosures with the Registrar of Companies, the Stock Exchange, the Reserve Bank of India and the depositories as may be required under Applicable Laws.

9. Lock-in

- 9.1 The Shares arising out of the Exercise of Vested Options shall not be subject to any Lock-in Period from the date of allotment of such Shares under the Scheme, unless otherwise specified by the Committee in the Grant Letter.

Provided that the Shares allotted upon such Exercise shall not be sold or otherwise dealt with during such periods as may be restricted under the Code of Conduct for Prevention of Insider

Trading of the Company framed under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, including during the closure of the trading window.

- 9.2 It is clarified that, in terms of the clarifications issued by SEBI under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the Exercise of Options shall not by itself be treated as “trading” for the purposes of those regulations, save for the purposes of Chapter III thereof, and Options may accordingly be Exercised during the closure of the trading window. All other provisions of those regulations, including the restrictions on trading during the closure of the trading window, the requirement of pre-clearance and the continual disclosure requirements under Regulation 7(2) thereof, shall continue to apply to the Shares allotted upon such Exercise and to any sale, pledge or other dealing in such Shares.
- 9.3 **Contra trade.** For the avoidance of doubt, the Exercise of Options shall not be treated as a contra trade for the purposes of the Code of Conduct for Prevention of Insider Trading of the Company framed under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, and the sale of the Shares acquired pursuant to such Exercise shall not be treated as a contra trade in relation to such Exercise. However, any acquisition of Shares from the secondary market by a designated person occurring between the Exercise of Options and the sale of the Shares so acquired, and any acquisition of Shares from the secondary market following such sale, shall continue to be subject to the contra trade restrictions; and every such transaction shall require pre-clearance in accordance with the said Code of Conduct.

10. Restriction on Transfer of Options

- 10.1 The Options shall not be transferable to any person, and shall not be pledged, hypothecated, mortgaged or otherwise alienated in any manner.
- 10.2 No person other than the Grantee to whom the Options are granted shall be entitled to Exercise the Options, except in the event of the death of such Grantee, in which case the provisions of the table under sub-clause 8.2(b) shall apply.
- 10.3 Subject to Applicable Laws, and in particular subject to Section 67 of the Companies Act read with Rule 16 of the Companies (Share Capital and Debentures) Rules, 2014, it being clarified that no financial assistance shall be provided by the Company to any Director or Key Managerial Personnel

of the Company and that any loan provided by the Company to any other Employee for this purpose shall not exceed his/her salary or wages for a period of six months, the Company may, at its sole discretion, fund or permit empanelled stock brokers to make suitable arrangements to fund the Grantee for payment of the Exercise Price, the amount necessary to meet his/her tax obligations and other related expenses pursuant to the Exercise of the Options, and such amount may be adjusted against the sale proceeds of some or all of the Shares of such Grantee.

11. Rights as a Shareholder

- 11.1 A Grantee shall not have the right to receive any dividend, or to vote, or in any manner enjoy the benefits available to a shareholder in respect of the Options granted, till the Shares underlying such Options are allotted upon Exercise of such Options.
- 11.2 Nothing contained in this Scheme is intended to, or shall, give a Grantee any right or status of any kind as a shareholder of the Company (for example, bonus shares, rights shares, dividend or voting) in respect of any Shares covered by the Grant, unless the Grantee Exercises the Options and becomes a registered holder of the Shares of the Company.
- 11.3 If the Company issues bonus shares or rights shares, the Grantee shall not be eligible for such bonus or rights shares in the capacity of a Grantee. However, an adjustment to the number of Options or to the Exercise Price, or both, shall be made in accordance with sub-clause 4.2(h) of the Scheme.

12. Deduction / Recovery of Tax

- 12.1 The liability of paying taxes, if any, in respect of the Options granted under this Scheme and the Shares issued pursuant to the Exercise thereof shall be entirely on the Grantee, and shall be in accordance with the provisions of the Income-tax Act, 2025 (and, in relation to any period prior to 1 April 2026, the Income Tax Act, 1961) read with the rules made thereunder and/or the income tax laws of the respective countries, as applicable to eligible Employees working outside India, if any.
- 12.2 The Company shall have the right to deduct from the Employee's salary, or otherwise recover, any tax that is required to be deducted or recovered under Applicable Laws. In case of non-continuance

of employment, the outstanding amount of tax shall be recovered fully on or before the full and final settlement.

- 12.3 The Company shall have no obligation to allot or deliver Shares until the tax deduction obligations of the Company, if any, have been satisfied by the Grantee in full.

13. Authority to Vary Terms

- 13.1 The Company may, by way of a special resolution of its shareholders, vary the terms of the Scheme and/or the terms of the Options already granted but not yet Exercised, provided that such variation is not prejudicial to the interests of the Employees.

Provided that the Company shall be entitled to vary the terms of the Scheme to meet any regulatory requirement without seeking the approval of the shareholders by way of a special resolution.

- 13.2 The notice for passing a special resolution for variation of the terms of the Scheme shall disclose the full details of the variation, the rationale therefor and the details of the Employees who are the beneficiaries of such variation.
- 13.3 The Company may re-price the Options which have not been Exercised, whether or not they have Vested, if the Scheme is rendered unattractive due to a fall in the price of the Shares, provided that the Company ensures that such re-pricing is not detrimental to the interests of the Grantees and that the approval of the shareholders by way of a special resolution has been obtained for such re-pricing.

14. Listing of Shares and Related Compliances

- 14.1 The Company shall not grant any Options under the Scheme unless it has obtained the in-principle approval of the Stock Exchange on which it proposes to list the Shares to be issued pursuant to the Scheme. Such in-principle approval shall be obtained in accordance with Regulation 10(b) read with Regulation 12(3) of the SBEB Regulations and Regulation 28(1) of the LODR Regulations.

- 14.2 The Company shall appoint a Merchant Banker for the implementation of the Scheme till the stage of obtaining the in-principle approval from the Stock Exchange.
- 14.3 The Company shall file the statement prescribed under Part D of Schedule I to the SBEB Regulations with the Stock Exchange, and shall, as and when an Exercise is made, notify the Stock Exchange in the format prescribed under Part E of Schedule I to the SBEB Regulations.
- 14.4 Subject to the approval of the Stock Exchange, the Shares issued and allotted upon Exercise of the Options shall be listed immediately on the Stock Exchange on which the Shares of the Company are listed.
- 14.5 Where the Company issues Options to the employees of its Subsidiary Company, the cost incurred by the Company for issuing such Options shall be disclosed in the notes to accounts of the financial statements of such Subsidiary Company. If the Subsidiary Company reimburses such cost to the Company in granting options or benefits to the employees of the subsidiary, both the Company and the Subsidiary Company shall disclose the payment or receipt, as the case may be, in the notes to accounts of their respective financial statements.
- 14.6 **Intimations and disclosures to the Stock Exchange.** The Company shall make all intimations and disclosures to the Stock Exchange required under the LODR Regulations in connection with the Scheme, including the intimation of Board meetings and the disclosure of allotments under Regulations 29 and 30 read with Schedule III thereto, the submission of voting results in respect of the resolutions approving or varying the Scheme under Regulation 44, and the filing of the revised shareholding pattern under Regulation 31.

15. Exit Route in Case of De-listing

- 15.1 If the Shares of the Company are de-listed from all the recognised stock exchanges, the Committee shall have the power to set out the terms and conditions for the treatment of the Vested Options and the Unvested Options, in due compliance with Applicable Laws.

16. Accounting and Disclosures

- 16.1 The Company shall follow the requirements, including the disclosure requirements, of Ind AS 102 on Share-based Payments and/or such other accounting standards as may be prescribed by the Central Government under Section 133 of the Companies Act, including any Guidance Note on Accounting for Employee Share-based Payments issued by the Institute of Chartered Accountants of India from time to time, in compliance with Regulation 15 of the SBEB Regulations.
- 16.2 The Board shall disclose in its report any material change in the Scheme and whether the Scheme is in compliance with the SBEB Regulations. The details prescribed under Part F of Schedule I to the SBEB Regulations shall be disclosed on the website of the Company and a web-link thereto shall be provided in the report of the Board.
- 16.3 The Company shall make such further disclosures in relation to the Scheme as may be required under the Companies Act, the LODR Regulations and any other Applicable Laws.
- 16.4 **Valuation methodology.** The Company shall value the Options at fair value in accordance with AS 15 and the Guidance Note referred to in sub-clause 16.1. The fair value of the Options shall be determined as on the Grant Date using the Black-Scholes option pricing model, or such other internationally accepted option pricing model as the Committee may, on the advice of a registered valuer or other independent expert, consider appropriate. The method used and the significant assumptions applied in such valuation, including the risk-free interest rate, the expected life of the Options, the expected volatility of the Shares and the price of the underlying Share in the market at the time of the Grant, together with the impact of such method on the profits and on the earnings per share of the Company, shall be disclosed in the explanatory statement to the notice convening the general meeting at which the Scheme is approved, in the financial statements of the Company and in the disclosures made under Part F of Schedule I to the SBEB Regulations.
- 16.5 **Managerial remuneration.** Options granted under the Scheme to any Director of the Company shall form part of the remuneration payable to such Director, and the details thereof, including the fact of the Grant, the number of Options granted, the Exercise Price and whether the Options have been granted at a discount, the Vesting Period and the Exercise Period, shall be disclosed in the report of the Board in accordance with Section 197 of the Companies Act and Schedule V to the LODR Regulations, in each case to the extent applicable to the Company.

17. Certificate from Secretarial Auditor

- 17.1 The Board shall, at each annual general meeting, place before the shareholders a certificate from the Secretarial Auditor of the Company to the effect that the Scheme has been implemented in accordance with the SBEB Regulations and in accordance with the resolution passed by the Company in the general meeting.

18. Miscellaneous

- 18.1 **Government regulations.** The Scheme shall be subject to all Applicable Laws and to approvals from any governmental or regulatory authorities. The Grant of Options and the allotment of Shares under this Scheme shall also be subject to the Company requiring the Employees to comply with all Applicable Laws.
- 18.2 **Inability to obtain authority.** The inability of the Company to obtain any authority from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance of any Shares hereunder shall relieve and wholly discharge the Company from any and all liability in respect of the failure to issue such Shares.
- 18.3 Neither the existence of this Scheme, nor the fact that an individual has on any occasion been granted an Option, shall give such individual any right, entitlement or expectation that he/she has or will in future have any such right, entitlement or expectation to participate in this Scheme by being granted an Option on any other occasion.
- 18.4 The rights granted to a Grantee upon the Grant of an Option shall not accord the Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his/her office or employment with the Company for any reason whatsoever, whether or not such termination is ultimately held to be wrongful or unfair. The Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he/she may suffer by reason of being unable to Exercise an Option in whole or in part.

- 18.5 **General risks.** Participation in the Scheme shall not be construed as any guarantee of return on equity investment. Any loss due to fluctuations in the price of the Shares and the risks associated with such investment shall be that of the Grantee alone.
- 18.6 **No restriction on corporate action.** The existence of the Scheme and of any Grant made hereunder shall not in any way affect the right or the power of the Board or of the shareholders of the Company to make or authorise any change in the capital structure of the Company, or any other corporate action which is deemed appropriate or in the best interest of the Company, whether or not such action would have an adverse effect on the Scheme or on any Grant. However, the Committee shall make fair and reasonable adjustments on account of such events in accordance with sub-clause 4.2(h).
- 18.7 **New schemes.** Nothing contained in the Scheme shall be construed to prevent the Company from implementing any other share based employee benefit scheme in accordance with Applicable Laws.
- 18.8 **Preferential issue provisions not applicable.** In terms of Regulation 1(5) of the SBEB Regulations, the provisions relating to preferential issues under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 shall not apply to the issue of Shares by the Company in pursuance of and in compliance with the Scheme, except to the extent specifically provided for in the SBEB Regulations.
- 18.9 **Register of Options.** The Company shall maintain, at its registered office or at such other place as the Board may decide, a register of the Options granted under the Scheme in Form No. SH-6 as set out in Rule 12 (10) of the Companies (Share Capital and Debentures) Rules, 2014 or in such other form as the Committee may approve, it being clarified that the entries in such register shall be authenticated by the Company Secretary of the Company or by such other person as may be authorised by the Board.

19. Governing Laws

- 19.1 The terms and conditions of the Scheme shall be governed by and construed in accordance with Applicable Laws, including the foreign exchange laws referred to below.

- 19.2 **Foreign exchange laws.** In case any Options are granted to any Employee who is resident outside India or is working outside India, the provisions of the Foreign Exchange Management Act, 1999 and the rules and regulations made thereunder, as amended from time to time, shall be applicable, and the Company shall comply with such requirements as may be prescribed from time to time in connection with the Grant, Vesting and Exercise of Options and the issue of Shares thereunder. Any loss occurring on account of fluctuations in the foreign exchange rate shall be borne solely by the Grantee.
- 19.3 **Foreign exchange compliances and reporting.** Without prejudice to sub-clause 19.2, where Options are granted to any Employee who is a person resident outside India: (i) the Grant of Options and the issue of Shares upon Exercise shall be undertaken in accordance with Rule 8 of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, and shall at all times conform to the sectoral cap, the entry route and the pricing guidelines applicable to the Company; (ii) the prior approval of the Government of India shall be obtained before any Grant is made to a citizen of, or an entity incorporated in, Bangladesh or Pakistan; (iii) the Company shall file Form ESOP with the Reserve Bank of India through the FIRMS portal, via its authorised dealer bank, within 30 (Thirty) days of the Grant, and shall file Form FC-GPR within 30 (Thirty) days of the allotment of Shares upon Exercise, it being clarified that the filing of Form FC-GPR shall not dispense with the requirement to file Form ESOP upon Grant; and (iv) Form FC-TRS shall be filed within 60 (Sixty) days of any transfer of Shares requiring such reporting. Where an Option has been granted to an Employee while he/she was a person resident in India and is Exercised after such Employee has become a person resident outside India, the Shares issued upon such Exercise shall be held on a non-repatriation basis.

20. Notices

- 20.1 All notices required to be given by the Company to a Grantee by virtue of this Scheme shall be in writing and may be given in any one or more of the following ways:
- (i) by sending the communication to the address of the Grantee available in the records of the Company; and/or
 - (ii) by delivering the communication to the Grantee in person against acknowledgement of receipt; and/or

- (iii) by emailing the communication to the Grantee at the official email address provided by the Company during the continuance of employment, or at the email address provided by the Grantee after cessation of employment.

20.2 All notices to be given by a Grantee to the Company in respect of the Scheme shall be sent to the address mentioned below:

Attention : Company Secretary and Chief Compliance Officer
Company : Cian Healthcare Limited
Address : Office No. 301, Unit-01, Konark Icon, 3rd Floor, Magarpatta, Hadapsar, Pune-411028, Maharashtra
Email : cs@cian.co

21. Nomination

21.1 Every Grantee shall nominate a person as his/her nominee. The nominee, in the case of death or Permanent Incapacity of the Grantee, shall be the legal representative recognised by the Company as the inheritor of the Grantee in respect of all rights and liabilities for the purposes of this Scheme.

22. Jurisdiction

22.1 Any dispute arising out of this Scheme concerning any Grantee which is not resolved in terms of sub-clause 4.1 of this Scheme shall be referred to an appropriate alternate dispute resolution mechanism under the Arbitration and Conciliation Act, 1996.

22.2 The courts and tribunals at Pune, Maharashtra, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Scheme.

22.3 Nothing in this Clause shall, however, limit the right of the Company to bring proceedings against any Employee in connection with this Scheme (i) in any other court of competent jurisdiction; or (ii) concurrently in more than one jurisdiction.

23. Severability

- 23.1 In the event any one or more of the provisions contained in this Scheme are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Scheme, and the Scheme shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and shall be carried out as nearly as possible according to its original intent and terms.

24. Confidentiality

- 24.1 A Grantee must keep the details of the Scheme and all documents in connection therewith strictly confidential, and must not disclose such details to any peer, colleague, co-employee or any other Employee or associate of the Company or of its affiliates. In case a Grantee is found to be in breach of this Clause, such breach shall be dealt with as Misconduct in accordance with sub-clause 2.1(xxv), and upon a determination of Misconduct all unexercised Options shall stand cancelled with effect from the date of such determination. The decision of the Committee regarding a breach of this Clause shall be final and binding.
- 24.2 On acceptance of the Grant of Options offered by the Company, the Grantee shall be deemed to have authorised the Company to disclose information relating to the Grantee during the process of implementation of the Scheme, or while availing any consulting, advisory or other incidental services in connection therewith, to its officers, professional advisors, agents and consultants on a need-to-know basis.
- 24.3 Notwithstanding anything contained in this Scheme, the Company shall at all times ensure compliance with the SBEB Regulations and other Applicable Laws. Any amendment to Applicable Laws in relation to share-based employee benefits shall be deemed to be incorporated in this Scheme by reference, and this Scheme shall be deemed to have been amended and revised accordingly.

ANNEXURE A

DISCLOSURE DOCUMENT

[Regulation 16(2) read with Part G of Schedule I to the SBEB Regulations]

The following disclosures shall be made by the Company to every prospective Grantee, along with the Grant Letter, prior to the Grant of Options under the Scheme.

A. Statement of Risks

All investments in Shares or Options on Shares are subject to risk, as the value of Shares may go down as well as up. In addition, Options are subject to the following additional risks:

- (i) **Concentration:** The risk arising out of any fall in the value of the Shares is aggravated if the Grantee's holding is concentrated in the Shares of a single company.
- (ii) **Leverage:** Any change in the value of the Share can lead to a significantly larger change in the value of the Option.
- (iii) **Illiquidity:** The Options cannot be transferred to any person, and therefore the Grantee cannot mitigate the risk by selling the whole or any part of the Options before they are Exercised.
- (iv) **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 employment is terminated on account of Misconduct.

B. Information about the Company

- (i) **Business of the Company:** A description of the main objects and the present business of the Company, as set out in its latest annual report.
- (ii) **Abridged financial information:** Abridged financial information of the Company for the last 5 (Five) financial years for which audited financial information is available, together with the last audited accounts of the Company, unless the same have already been provided to the Employee in connection with a previous Grant or otherwise.

- (iii) **Risk factors:** The management perception of the risk factors for the Company, including sensitivity to foreign exchange rate fluctuations, difficulty in the availability of raw materials or in the marketing of products, and cost or time overruns.
- (iv) **Continuing disclosure requirement:** The Grantee shall be provided copies of all documents that are sent to the members of the Company, including the annual accounts of the Company as well as notices of meetings and the accompanying explanatory statements.

C. **Salient Features of the Scheme**

The salient features of the Scheme, including the conditions regarding Vesting, Exercise, adjustment for corporate actions and forfeiture of Vested Options, are set out in Clauses 3 to 13 of the Scheme, a copy of which shall be furnished to the Grantee along with the Grant Letter. It shall not be necessary to furnish this Part C where the same has already been provided to the Employee in connection with a previous Grant and no change has taken place in the Scheme since then.