

Solarworld Employee Stock Option Plan 2024

(“ESOP 2024” / “Scheme”)

Solarworld Energy Solutions Limited

CIN: U15100DL2013PLC255455

Registered Office Address: 501, Padma Palace, 86, Nehru Place,
South Delhi, New Delhi – 110019

Email id: info@worldsolar.in

Contact No: +91-120-4399946

Table of Contents

1. NAME, OBJECTIVES AND TERM OF THE SCHEME	3
2. DEFINITIONS AND INTERPRETATIONS	3
3. AUTHORITY AND CEILING	9
4. ADMINISTRATION.....	10
5. ELIGIBILITY AND APPLICABILITY	11
6. GRANT AND ACCEPTANCE OF GRANT	11
7. VESTING SCHEDULE/ CONDITIONS	12
8. EXERCISE.....	14
9. LOCK IN.....	16
10. OTHER TERMS AND CONDITIONS	16
11. DEDUCTION OF TAX.....	17
12. AUTHORITY TO VARY TERMS	17
13. MISCELLANEOUS	17
14. ACCOUNTING AND DISCLOSURES.....	18
15. CERTIFICATE FROM SECRETARIAL AUDITORS	19
16. GOVERNING LAWS AND JURISDICTION.....	19
17. NOTICES	19
18. SEVERABILITY	19
19. CONFIDENTIALITY	20

1. Name, Objectives and Term of the Scheme

- 1.1 This employee stock option plan shall be called as ‘Solarworld Employee Stock Option Plan 2024 (“**ESOP 2024**” / “**Scheme**”).
- 1.2 The primary objectives of the Scheme are to reward the Employees for their association, dedication and contribution to the goals of the Company. The Company intends to use this Scheme to attract and retain the key talents by way of rewarding their performance and motivate them to contribute to the overall corporate growth and profitability. The Company views employee stock option scheme as a long-term incentive tool that would assist in aligning Employees interest with that of the shareholders and enable the Employees not only to become co-owners, but also to create wealth out of such ownership in future.
- 1.3 The Scheme is established with effect from 18th September 2024 on which the shareholders of the Company have approved it and shall continue to be in force until (i) its termination by the Committee as per provisions of Applicable Laws, or (ii) the date on which all of the Options available for issuance under the Scheme have been issued and exercised, whichever is earlier.

2. Definitions and Interpretations

In this Scheme, unless the context clearly indicates a contrary intention, the following words or expressions shall have the meaning assigned herein:

2.1 Definitions

- i. “**Applicable Laws**” means every law relating to Employee Stock Options, to the extent applicable, including and without limitation to the Companies Act, all relevant regulations of the Securities and Exchange Board of India (“**SEBI**”) particularly in connection with or after Listing, including Securities and Exchange Board of India Act 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 (“**ICDR Regulations**”), SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**LODR Regulations**”), SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (“**SBEB Regulations**”), each as amended and enacted from time to time read with all circulars and notifications issued thereunder and all the relevant tax, securities, foreign exchange control or corporate laws or amendments thereof including any circular, notification issued thereunder by regulatory authorities of India or of any relevant jurisdiction or of any Stock Exchange on which the Shares may be listed or quoted.
- ii. “**Articles**” means Articles of Association of the Company as amended from time to time.
- iii. “**Associate Company**” shall have the same meaning as defined under section 2(6) of the Companies Act.

- iv. **“Board”** means the Board of Directors of the Company.
- v. **“Closing Date”** means the last date on which the grant of Options by the Company to an eligible Employee can be accepted. In case the last date is a non-working day, then the closing date shall be on the next working day.
- vi. **“Committee”** means the Nomination and Remuneration Committee as constituted by the Board for administration and superintendence of the ESOP 2024 until Listing and thereafter, it shall be designated as Compensation Committee having such members of the Board as provided under Regulation 19 of the LODR Regulations.
- vii. **“Companies Act”** means the Companies Act, 2013 read with the rules made thereunder, and includes any statutory modifications or re-enactments thereof.
- viii. **“Company”** means Solarworld Energy Solutions Private Limited, a company incorporated under the provisions of the Companies Act, 1956 bearing CIN: U15100DL2013PTC255455 and having its registered office at 501, Padma Palace, 86, Nehru Place, South Delhi, New Delhi – 110019.
- ix. **“Company Policies/ Terms of Employment”** mean the Company’s policies for Employees and the terms of employment as contained in the employment letter and the Company handbook, which includes provisions requiring a desired level of performance, securing confidentiality, non-compete and non-poaching of other Employees and customers.

Company policies/ terms of employment of Subsidiary Company(ies) or Holding Company as regards an Option Grantee on the payrolls of such Subsidiary Company(ies) or Holding Company shall be deemed to be “Company Policies/ Terms of Employment” for such Option Grantee.

- x. **“Current Shareholder”** means a person whether a natural individual or a corporate entity, who holds Shares at the relevant point of time.
- xi. **“Director”** means a member of the Board of the Company.
- xii. **“Eligibility Criteria”** means the criteria as may be determined from time to time by the Committee for granting the Options to the Employees.
- xiii. **“Employee”** means

before Listing, the term “Employee” subject to the requirements of Applicable Laws, to the extent applicable, means –

- a. a permanent employee of the Company who has been working in India or outside India; or

- b. a Director of the Company, whether a whole time Director or not; or
- c. an employee as defined in clause (a) or (b) of a Subsidiary, in India or outside India, or of a Holding Company of the Company.

but excludes:

- (i) an employee who is a Promoter or a person belonging to the Promoter Group;
- (ii) a Director who either himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% (Ten per cent) of the issued equity shares of the company; and
- (iii) An Independent Director.

Post Listing, the term “Employee” subject to the requirements of Applicable Laws, to the extent applicable, 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 member of the Promoter Group; or
- c. an employee as defined in sub clause (a) or (b), of a Group Company, including Subsidiary Company or its Associate Company, in India or outside India, or of a Holding Company of the Company

but does not include

- (i) an employee who is a Promoter or a person belonging to the Promoter Group; or
- (ii) a Director who, either himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% of the outstanding equity shares of the Company; or
- (iii) an Independent Director.

- xiv. **“Employee Stock Option”** means an option given to the Employees, the benefit or right, but not an obligation, to purchase or to subscribe at a future date, Shares of the Company at a pre-determined price in accordance with ESOP 2024.
- xv. **“Exercise”** of an Option means expression of an intention by an Option Grantee to the Company to subscribe/ purchase the Shares underlying the Options vested in him, in pursuance of the ESOP 2024, in accordance with the procedure laid down by the Company for exercise of such Vested Options.
- xvi. **“Exercise Period”** means such period commencing after Vesting within which the Employee should Exercise the Vested Options.
- xvii. **“Exercise Price”** means the price payable by an Option Grantee in order to Exercise the Vested Options.

- xviii. **“Fair Market Value”** means the value of a Share of the Company as determined by an independent valuer, as required by Applicable Laws for the time being in force and appointed by the Company from time to time.
- xix. **“Grant”** means the process by which the Company issues Options to the Employees under ESOP 2024.
- xx. **“Grant Date”** means the date on which the Committee approves the Grant or the date as mentioned in the Grant Letter or any such other date which may be determined by the Committee as the Grant date.
- xxi. **“Grant Letter”** shall mean a written letter issued by the Company to an Option Grantee, governing the terms and conditions of Grant, Vesting and Exercise of the Options.
- xxii. **“Group” or “Group Company”** means two or more companies which, directly or indirectly, are in position to-
- i. Exercise twenty-six percent, or more of the voting rights in the other company; or
 - ii. Appoint more than fifty percent of the members of the board of directors in the other company; or
 - iii. Control the management or affairs of the other company.
- xxiii. **“Holding Company”** shall have the same meaning as defined under Section 2(46) of the Companies Act.
- xxiv. **“Independent Director”** means a Director within the meaning of Section 149(6) of the Companies Act.
- Post Listing, the term Independent Director shall have the same meaning as defined under the LODR Regulations.
- xxv. **“Listing”** means the listing of the Company’s Shares on any recognized Stock Exchange as per the Applicable Laws.
- xxvi. **“Long Leave”** means paid or unpaid period of leave in which a person does not report to their job but is still employed with the company. Period of Long leave shall be as per the company’s leave policy.
- xxvii. **“Market Price”** means the latest available closing price on the recognized Stock Exchange on which the Shares of the Company are listed on the date immediately prior to the Relevant Date.

Explanation: In the case of shares listed on more than one recognized Stock Exchange, then the Stock Exchange where the highest trading volume on the said date shall be considered.

- xxviii. **“Merchant Banker”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, who is registered under Section 12 of the Securities and Exchange Board of India Act, 1992 (15 of 1992).
- xxix. **“Misconduct”** means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the Company Policies/ Terms of Employment amounting to violation or breach as determined by the Board after giving the Employee an opportunity of being heard:
- a. dishonest statements or acts of an Employee, with respect to the Company; or
 - b. any misdemeanor involving moral turpitude, deceit, dishonesty, or fraud committed by the Employee; or
 - c. gross negligence, misconduct, or insubordination of the Employee in connection with the performance of his duties and obligations towards the Company; or
 - d. participating or abetting a strike in contravention of any law for the time being in force; or
 - e. misconduct as provided under the labour laws after following the principles of natural justice.
 - f. Misconduct will include solicitation of other employees (including approaching current employees for employment outside the Company) within six months of the separation from the Company.
- xxx. **“Options”** means Employee Stock Options as defined under the ESOP 2024.
- xxxi. **“Option Grantee”** means an Employee who has been granted an Option in pursuance of the ESOP 2024 and has accepted such Grant as per provisions of the Scheme and shall deem to include nominee/ legal heir of an Option Grantee in case of his/her death to the extent the provisions of the Scheme are applicable to such nominee/ legal heir.
- xxxii. **“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 Board based on a certificate of a medical expert identified by the Board.
- xxxiii. **“Promoter”** shall have the same meaning as defined under Section 2(69) of the Companies Act.
- Post Listing, the term “Promoter” defined hereinabove shall have meaning as defined in the ICDR Regulations.
- xxxiv. **“Promoter Group”** means (a) an immediate relative of the Promoter (i.e. spouse of that person, or any parent, brother, sister or child of the person or of the spouse); (b) persons whose Shareholding is aggregated for the purpose of disclosing

‘shareholding of the promoter group’ in the offer document or prospectus issued or to be issued by the Company.

Post Listing, the term “Promoter Group” shall have the same meaning assigned to it under the ICDR Regulations.

- xxxv. **“Relevant Date”** means any of the following dates as the context require:
- a. in the case of Grant, the Grant Date; or
 - b. in the case of Exercise, the date on which the notice of Exercise is given to the Company by the Option Grantee.
- xxxvi. **“Retirement”** means retirement or superannuation as per the rules of the Company.
- xxxvii. **“Secretarial Auditor”** means a company secretary in practice appointed by the Company under Rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 to conduct secretarial audit pursuant to regulation 24A of the LODR Regulations.
- xxxviii. **“Shares”** means equity shares of the Company of face value of Rs. 5 (Rupees Ten) each fully paid-up.
- xxxix. **“Stock Exchange”** means National Stock Exchange of India Limited, BSE Limited, or any other recognized Stock Exchange in India on which the Company’s Shares are listed or to be listed in future.
- xl. **“Subsidiary Company”** means any present or future subsidiary company of the Company as defined in Section 2(87) of the Companies Act.
- xli. **“Unvested Option”** means an Option in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Option Grantee has not become eligible to Exercise the Option.
- xlii. **“Vested Option”** means an Option in respect of which the relevant Vesting Conditions have been satisfied and the Option Grantee has become eligible to Exercise the Option.
- xlili. **“Vesting”** means earning by the Option Grantee, of the right to Exercise the Options granted to him in pursuance of the ESOP 2024.
- xliv. **“Vesting Condition”** means the condition prescribed if any subject to satisfaction of which the Options granted would vest in an Option Grantee.
- xlvi. **“Vesting Period”** means the period during which the Vesting of the Option granted to the Option Grantee, in pursuance of the ESOP 2024, takes place.

2.2 Interpretation

In this Scheme, unless the 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 singular number include the plural and vice versa;
- d) words importing a gender include any other gender; and
- e) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.
- f) the terms defined in ESOP 2024 shall have the meanings herein specified and terms not defined in ESOP 2024 shall have the meanings as defined in the Applicable Laws as the context requires. Reference to any Act, Rules, Regulations, Statute or Notification shall include any amendments, statutory modifications, substitution or re-enactment thereof.

3. Authority and Ceiling

- 3.1 The shareholders of the Company by way of special resolution dated 18th September 2024 approved the Scheme, authorizing the Committee to grant not exceeding 10,65,000 [Ten Lac Sixty Five Thousand Only] Options to the eligible Employees in one or more tranches, from time to time, which in aggregate shall be exercisable into not more than 10,65,000 [Ten Lac Sixty Five Thousand Only] Shares, with each such Option conferring a right upon the Employees to apply for one Share in the Company in accordance with the terms and conditions as may be decided under the Scheme.
- 3.2 The maximum number of Options under Scheme that may be granted to each Employee per Grant and in aggregate shall not exceed 10,65,000 [Ten Lac Sixty Five Thousand Only] Options at the time of Grant of Option.
- 3.3 If an Option expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Options pool as mentioned in Sub-clause 3.1 and shall become available for future Grants, subject to compliance with all Applicable Laws.
- 3.4 In case of a Share split or consolidation, if the revised face value of the Share is less or more than the current face value as prevailing on the date of coming into force of this Scheme, the maximum number of Shares available for being issued under ESOP 2024 as specified in paragraph 3.1 above shall stand modified accordingly, so as to ensure

that the cumulative face value (number of Shares X face value per Share) prior to such Share split or consolidation remains unchanged after such Share split or consolidation.

- 3.5 Where Shares are issued consequent upon 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 such Shares issued.
- 3.6 Prior approval of shareholders by way of special resolution shall be obtained in case the Grant of Options to any identified Employee, during any one year, is equal to or exceeding one percent of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant.
- 3.7 Post the Listing, the Company shall not make any fresh Grant which involves allotment or transfer of shares to its Employees under the Scheme unless the Scheme is in conformity with the SBEB Regulations and ratified by its shareholders.

4. Administration

- 4.1 The Scheme shall be administered by the Committee. All questions of interpretation of the Scheme or any Options granted thereunder 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 Options issued thereunder. Neither the Company nor the Committee shall be liable for any action or determination made in good faith with respect to ESOP 2024 or any Options granted thereunder.
- 4.2 The administration of ESOP 2024 shall include, but not be limited to determination of the following as per provisions of the Scheme and Applicable Laws:
 - (a) The quantum of Options to be granted under the Scheme per Employee, subject to the ceiling as specified in Sub-clause 3.1 and 3.2;
 - (b) The Eligibility Criteria for Grant of Option to the Employees;
 - (c) The Exercise Period within which the Employee should Exercise the Option and that Option would lapse on failure to Exercise the Option within the Exercise Period;
 - (d) The specified time period within which the Employee shall Exercise the Vested Option in the event of termination or resignation of an Employee;
 - (e) The right of an Employee to Exercise all the Options vested in him at one time or at various points of time within the Exercise Period;
 - (f) The procedure for making a fair and reasonable adjustment to the number of Options and/or to the Exercise Price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard following shall be taken into consideration by the Committee:

- (i) the number and the Exercise Price of Options shall be adjusted in a manner such that total value of the Options remain the same before and after such corporate action; and
- (ii) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Option Grantees.
- (g) The procedure and terms for the Grant, Vesting and Exercise of Option in case of Employees who are on long leave;
- (h) The conditions under which Option vested in Employees may lapse in case of termination of employment for Misconduct;
- (i) The procedure for cashless Exercise of Option, if required;
- (j) Take any other actions and make any other determinations or decisions that it deems necessary or appropriate in connection with the Scheme or the administration or interpretation thereof;
- (k) Approve forms, writings and/or agreements for use in pursuance of the Scheme; and
- (l) Take any other actions and make any other determinations or decisions that it deems necessary or appropriate in connection with the Scheme or the administration or interpretation thereof, or as may be required under Applicable Laws.

5. Eligibility and Applicability

- 5.1 Only Employees within the meaning of this Scheme are eligible for being granted Options under the Scheme. The specific Employees to whom the Option would be granted and their Eligibility Criteria shall be determined by the Committee.
- 5.2 The Scheme shall be applicable to the Company or any successor Company thereof, Subsidiary(ies) and Holding Company of the Company and the Employees of the Company and its Subsidiary Company(ies) and/or Holding Company to the extent the Options granted under the Scheme, as determined by the Committee at its sole discretion.

Provided that in case of any Grant to the Employees of the Subsidiary and/or Holding Company, the Company shall obtain prior approval of the shareholders of the Company by way of a special resolution.

- 5.3 Appraisal process for determining the eligibility of the Employees will be based on designation, period of service, performance linked parameters such as work performance and such other criteria as may be determined by the Committee at its sole discretion, from time to time.

6. Grant and Acceptance of Grant

6.1 Grant of Options

- (a) Grants contemplated under the Scheme shall be made as and when determined by the Committee.
- (b) Each Grant of Option under the Scheme shall be made in writing by the Company to the eligible Employees by way of Grant Letter containing specific details of the Grant, and disclosure requirements, as prescribed under Applicable Laws and will specify the number of Options to which the Option Grantee is entitled, the Exercise Price, Vesting Conditions and such other details as the Committee may specify.

6.2 Acceptance of the Grant

- (a) Any eligible Employee intending to accept the Grant made under this Scheme must give his/her acceptance of the Grant in the prescribed communication mode, on or before the Closing Date which shall not be more than 30 days from the date of the Grant, as specified in the letter of Grant.
- (b) Upon receipt of the acceptance by the Company in the prescribed communication mode, the eligible Employee will become the Option Grantee. Failure to give such acceptance before the specified date shall result in rejection of the Grant unless the Committee determines otherwise.

7. Vesting Schedule/ Conditions

- 7.1 Options granted under the Scheme shall vest not earlier than minimum period of **1 (one) year** and not later than maximum period of **4 (Four) years** from the Grant Date. The Committee at its discretion may Grant Option specifying Vesting Period ranging from minimum and maximum period as afore stated.

Provided further that in the event of death or Permanent Incapacity, the minimum Vesting Period of 1 (one) year shall not be applicable and in such instances, the Options shall Vest on the date of death or Permanent Incapacity, as the case may be.

Provided that in case where Options are granted by the Company under the Scheme in lieu of Option held by a person under a similar Scheme in another company ("**Transferor Company**") which has merged or amalgamated with the Company, the period during which the Option granted by the Transferor Company were held by him shall be adjusted against the minimum Vesting Period required under this Sub-clause and shall be subject to compliance with the Applicable Laws.

- 7.2 Vesting of Options would be subject to the Option Grantee continuing to be an Employee as on the date of Vesting and thus the Options would Vest essentially on

passage of time and achievement of Vesting Conditions, if any. An Option Grantee who has tendered his/her resignation and is serving the notice period after resignation, such notice period shall not be considered for Vesting and all the Unvested Options as on date of resignation shall be cancelled forthwith.

7.3 As a prerequisite for a valid Vesting, the Option Grantee must not be subject to any disciplinary proceedings involving moral turpitude pending against him on such date of Vesting. In case of any such disciplinary proceedings against any Grantee, the relevant Vesting shall be kept in abeyance until disposal of the proceedings. In case of reinstatement, Vesting shall happen as if there was no abeyance. In case of termination from employment/ service, the provisions of serial number 2 in the table given in Sub-clause 8.2 of the Scheme shall apply.

7.4 The specific Vesting Conditions subject to which Vesting would take place shall be communicated to each Option Grantee individually in the letter issued at the time of Grant.

7.5 **Vesting of Options in case of Employees on long leave**

The period of leave shall not be considered in determining the Vesting Period in the event the Employee is on a sabbatical. In all other events including approved earned leave, maternity leave and sick leave, the period of leave shall be included to calculate the Vesting Period unless otherwise determined by the Committee.

7.6 **Acceleration of Vesting in certain cases**

Prior to Listing, and subject to elapse of minimum Vesting Period of 1(One) year from the Grant Date:

- (i) The Committee shall have the power to accelerate Vesting of any or all Unvested Options.
- (ii) The Committee may determine the terms and conditions of acceleration of Vesting including quantum or percentage of Unvested Options entitled for accelerated Vesting, considering any parameter at its sole discretion such as tenure of the Option Grantees, period elapsed from the Grant Date and any other aspect.
- (iii) The Options remaining unvested as on date of meeting of the Committee considering the proposal for such acceleration, may at the discretion of the Committee be deemed to vest with effect from that date or from such other date as the Committee may determine.
- (iv) In case, after approval of acceleration of Vesting of Unvested Options by the Committee basis the event on which the Committee would have approved such acceleration, such non-occurrence shall lead to automatic cancellation of such accelerated Vesting as if such proposal was never considered nor approved by the Committee as a result of which such Unvested Options shall be subject to normal Vesting schedule.

Provided that in case any or all accelerated Vested Options are exercised by the Option Grantee prior to communication of cancellation of acceleration, there shall

not be any cancellation or reversal of acceleration of Vesting to the extent such Vested Options are exercised.

8. Exercise

8.1 Exercise Price

- a. The Exercise Price per Option shall be the face value of the Share as on the Grant Date.
- b. Payment of the Exercise Price shall be made by cheque, demand draft, recognized electronic mode to the account of the Company, or in such other mode and manner as the Committee may decide from time to time in terms of Applicable Laws.

8.2 Exercise Period

(a) Exercise Period while in employment:

The Exercise Period in respect of the Vested Option shall be subject to a maximum period of **5 (Five) years** from the date of Vesting of Options or such other shorter period as may be prescribed by the Committee at time of Grant. The Option Grantees can exercise all or part of the Vested Options within the Exercise Period. In case of death or Permanent Incapacity, the Committee may at its discretion allow such further period which shall not be more than 12 months from the date of death or Permanent Incapacity.

(b) Exercise Period in case of separation from employment:

Exercisability of the Vested Options shall be as under:

S. No.	Events of Separation	Vested Options	Unvested Options
1	Resignation/ Termination (other than due to Misconduct)	All the Vested Options as on date of resignation or termination shall be exercisable by the Option Grantee before his/her last working day with the Company.	All Unvested Options as on date of resignation or termination shall stand cancelled with effect from date of such resignation/ termination.
2	Separation/ Termination due to Misconduct	All the Vested Options shall stand cancelled with effect from the date of such termination.	All the Unvested Options shall stand cancelled with effect from the date of such termination.
3	Retirement	All Vested Options as on date of such Retirement shall be	All Unvested Options as on the date of Retirement would

		exercisable by the Option Grantee within the Exercise Period.	continue to Vest in accordance with the original vesting schedules even after the Retirement unless otherwise determined by the Committee in accordance with the Company's Policies and provisions of the then prevailing Applicable Law. Such Vested Options shall be exercisable within 12 (Twelve) months from the date of such Vesting.
4	Death	All the Vested Options as on date of death shall be exercisable by the legal heir/ nominee of such deceased Option Grantee within 12 (Twelve) months from the date of Death of the Option Grantee or Exercise Period, whichever is later.	All the Unvested Options as on date of death shall vest immediately in the Option Grantee's nominee or legal heir and can be exercisable in the manner defined for Vested Options.
5	Permanent Incapacity	All Vested Options may be exercised by the Option Grantee, immediately after, but in no event later than 12 (Twelve) months from the date of such incapacity or Exercise Period, whichever is later.	All the Unvested Options as on date of incurring of such incapacity shall vest immediately with effect from such event to the Option Grantee and can be exercised in the same manner as defined for the Vested Options.
6	Transfer / deputation from/ to the Subsidiary and Holding Company and Post Listing also includes Group and Associate Company	Exercise Period to remain the same as per the terms of the Grant. In case of subsequent separation, treatment of Options shall be as per the applicable circumstance mentioned in this table.	Vesting schedule and Exercise Period to remain same as per the terms of the Grant. In case of subsequent separation, treatment of Options shall be as per the applicable circumstance mentioned in this table.
7	Other Reasons Apart from those mentioned above	The Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of such termination shall stand cancelled unless otherwise required by Applicable Laws.

8.3 Procedure of Exercise

The Vested Options can be exercised by the Option Grantees by a written application to the Company in the format as may be prescribed in due course keeping in view the administrative and/ or the legal requirements prevailing at that time.

8.4 Right to prescribe for cashless Exercise of Options

The Committee is entitled to specify such procedures and mechanisms for the purpose of implementing the cashless Exercise of Options as may be necessary and subject to and in accordance with Applicable Laws, and the same shall be binding on all the Option Grantees.

8.5 Lapse of Options

The Options not exercised within the Exercise Period, as mentioned in sub-clause 8.2 and sub-clause 8.3 above, shall lapse and the Option Grantee shall have no right over such lapsed or cancelled Options.

9. Lock In

- 9.1 The Shares issued upon Exercise shall not be subject to any lock-in period restriction after such issue except as required under the Applicable Laws including that and after Listing under the ICDR Regulations, or code of conduct framed, if any, by the Company, and under the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.

10. Other Terms and Conditions

- 10.1 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company (for example, bonus shares, rights shares, dividend, voting, etc.) in respect of any Shares covered by the Grant until the Option Grantee Exercises the Option and becomes a registered holder of the Shares of the Company.
- 10.2 Options are not transferrable unless in case of Death of an Option Grantee in which case, Clause 8.2(b) will be referred to for the purpose of Exercise. No person other than the Option Grantee to whom the Option is granted shall be entitled to Exercise the Option except in the event of the death of the Option Grantee, in which case, Clause 8.2(b) shall apply, as mentioned above.
- 10.3 The Option shall not be transferred, pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 10.4 Prior to Listing, the Shares resulting from Exercise of Option can be transferrable with the prior approval of the Board, in writing and shall be subject to compliance with the Applicable Laws. However, post Listing, these restrictions shall not be applicable on the Shares resulting from Exercise of Option and shall be subject to compliance with

the Applicable Laws.

11. Deduction of Tax

- 11.1 The liability of paying taxes, if any, in respect of Options granted pursuant to this Scheme and the Shares issued pursuant to Exercise thereof shall be entirely on Option Grantee and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder and/or Income Tax Laws of respective countries as applicable to eligible Employees working abroad, if any.
- 11.2 The Company shall have the right to deduct from the Option Grantee's salary or recover any tax that is required to be deducted or recovered under the Applicable Laws. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.
- 11.3 The Company shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been satisfied by the Option Grantee in full.

12. Authority to vary terms

- 12.1 The Company may by special resolution of its shareholders vary the terms of the ESOP 2024 for Options granted but not yet exercised by the employees, if such variation is not prejudicial to the interests of the Employees. The Committee may, if it deems necessary, vary the terms of ESOP 2024, to meet any regulatory requirements and subject to compliance with the Applicable Laws.
- 12.2 The Company may re-price the Options, which are not exercised, whether or not they have been vested, if the Scheme is rendered unattractive due to fall in the price of the shares in the stock market.

Provided that the Company ensures that such repricing is not detrimental to the interests of the Employees and approval of the shareholders by a special resolution has been obtained for such repricing.

13. Miscellaneous

13.1 Government Regulations

This ESOP 2024 shall be subject to all Applicable Laws, and approvals from governmental authorities.

13.2 Foreign Exchange Laws

In case any Options are granted to any Employee being resident outside India, belonging to the Company, working outside India, the provisions of the Foreign Exchange Management Act, 1999 and rules or regulations made thereunder as amended and enacted from time to time shall be applicable and the Company has to

comply with such requirements as prescribed from time to time in connection with Grant, Vest and Exercise of Options thereof.

13.3 Inability to obtain authority

The inability of the Company to obtain authority from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance and sale of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to issue or sell such Shares.

13.4 Unless otherwise intended, the Grant of an Option does not form part of the Option Grantee's entitlement to compensation or benefits pursuant to his contract of employment nor does the existence of a contract of employment between any person and the Company give such person any right or entitlement to have an Option granted to him in respect of any number of Shares or any expectation that an Option might be granted to him whether subject to any condition or at all.

13.5 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 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.

13.6 The rights granted to an Option Grantee upon the Grant of an Option shall not accord the Option Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with the Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

13.7 The Option 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 an Option in whole or in part.

13.8 Participation in ESOP 2024 shall not be construed as any guarantee of return on equity investment. Any loss due to fluctuations in the value of the Shares and the risks associated with the investments are that of the Option Grantee alone.

14. Accounting and Disclosures

14.1 The Company shall follow the IND AS 102 for Employee Share-based Payments 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.

Post Listing, the Company shall comply with the accounting and disclosure requirements as prescribed under Regulation 15 of the SBEB Regulations.

15. Certificate from Secretarial Auditors

- 15.1 Post Listing, the Board shall at each annual general meeting place before the shareholders a certificate from the Secretarial Auditors of the Company that the Scheme has been implemented in accordance with the SBEB Regulations and in accordance with the resolution of the Company in the general meeting.

16. Governing Laws and jurisdiction

- 16.1 The terms and conditions of the ESOP 2024 shall be governed by and construed in accordance with the Applicable Laws of India including the Foreign Exchange Laws.
- 16.2 The courts at Noida (Uttar Pradesh) shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOP 2024.
- 16.3 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this ESOP 2024, in any other court of competent jurisdiction; or concurrently in more than one jurisdiction.

17. Notices

- 17.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of this ESOP 2024 shall be in writing and shall be sent to the address of the Option Grantee available in the records of the Company; or Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; or Emailing the communication(s) to the Option Grantee at the official email address provided, if any, during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.
- 17.2 Any communication to be given by an Option Grantee to the Company in respect of ESOP 2024 shall be sent at the address mentioned below or e - mailed at:

Designation : Company Secretary and Compliance Officer

Address : 3rd Floor, A 45-50, Pioneer House , Noida 201 301 (U.P)

E-mail : cs@worldsolar.in

- 17.3 The Option Grantee acknowledges that it shall be the obligation of the Option Grantee to promptly notify the Company of any change in the residential or electronic mail address of the Option Grantee and the Company shall not be liable in any manner for any failure of the Option Grantee to do so. Further, in the event that the Option Grantee does not respond to any notice delivered to the Option Grantee, wherever required, within seven (7) days of delivery of a notice or in accordance with the terms of such notice, then all rights of the Option Grantee under this ESOP 2024 shall be deemed to have automatically lapsed forthwith.

18. Severability

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

19. Confidentiality

- 19.1 An Option Grantee must keep the details of the ESOP 2024 and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case the Option Grantee is found in breach of this Clause, the Company shall have undisputed right to terminate any agreement/Grant. The decision and judgment of the Committee regarding breach of this Clause on confidentiality shall be final, binding and cannot be questioned by Option Grantee. In case of non-adherence to the provisions of this Clause, the Committee shall have the authority to deal with such cases as it may deem fit.
- 19.2 On acceptance of the Grant of Option offered by the Company, it shall be deemed that as if the Option Grantee has authorized the Company to disclose information relating to the Option Grantee during the process of implementation of the ESOP 2024, accounting and statutory disclosures, or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents and consultants on a need-to-know basis.

----- END OF THE SCHEME -----