



Genus Power Infrastructures Limited  
Employees Stock Appreciation Rights Plan 2019

(As last amended vide Shareholders' Special resolution dated [●])

## INDEX

<b>1. NAME, OBJECTIVE AND TERM OF THE PLAN.....</b>	<b>2</b>
<b>2. DEFINITIONS AND INTERPRETATION .....</b>	<b>2</b>
<b>3. AUTHORITY AND CEILING .....</b>	<b>9</b>
<b>4. ADMINISTRATION .....</b>	<b>10</b>
<b>5. ELIGIBILITY AND APPLICABILITY.....</b>	<b>11</b>
<b>6. GRANT AND ACCEPTANCE OF GRANT.....</b>	<b>12</b>
<b>7. VESTING SCHEDULE / CONDITIONS.....</b>	<b>13</b>
<b>8. ESAR PRICE .....</b>	<b>14</b>
<b>9. EXERCISE OF ESARS.....</b>	<b>14</b>
<b>10. SETTLEMENT OF EXERCISED ESARS .....</b>	<b>17</b>
<b>11. LOCK-IN .....</b>	<b>17</b>
<b>12. EXIT ROUTE IN CASE OF DE-LISTING.....</b>	<b>18</b>
<b>13. OTHER TERMS AND CONDITIONS .....</b>	<b>18</b>
<b>14. TAXATION .....</b>	<b>18</b>
<b>15. AUTHORITY TO VARY TERMS .....</b>	<b>19</b>
<b>16. MISCELLANEOUS .....</b>	<b>19</b>
<b>17. NOTICES.....</b>	<b>20</b>
<b>18. GOVERNING LAW AND JURISDICTION SS.....</b>	<b>21</b>
<b>19. INCOME TAX RULES.....</b>	<b>21</b>
<b>20. LISTING OF THE SHARES .....</b>	<b>21</b>
<b>21. RESTRICTION ON TRANSFER OF ESARS .....</b>	<b>21</b>
<b>22. SEVERABILITY .....</b>	<b>22</b>
<b>23. ACCOUNTING POLICY .....</b>	<b>22</b>
<b>24. CERTIFICATE FROM SECRETARIAL AUDITORS AND DISCLOSURES</b>	<b>22</b>
<b>25. CONFIDENTIALITY .....</b>	<b>22</b>

## **1. Name, Objective and Term of the Plan**

- 1.1 This Plan shall be called the “Employees Stock Appreciation Rights Plan 2019” (hereinafter referred to as “**ESARP 2019**”/ “**Plan**”).
- 1.2 The objectives of the ESARP 2019 are to reward key and senior Employees for their association with the Company and its Subsidiary companies, their performance as well as to attract, retain and reward Employees to contribute to the growth and profitability of the Company. The Company intends to use ESARP 2019 to attract and retain talent in the organization. Through ESARP 2019, the Company intends to offer an opportunity of sharing the value created with those Employees who have contributed or are expected contribute to the growth and development of the Company.
- 1.3 The ESARP 2019 is established with effect from September 06, 2019. The Plan was further modified by the shareholders by way of passing special resolution dated [●]. The Plan shall continue to be in force until (i) its termination by the Board/ Committee; or (ii) the date on which all of the Employee Stock Appreciation Rights available for issuance under the ESARP 2019 have been issued and exercised, whichever is earlier.

## **2. Definitions and Interpretation**

### **2.1 Definitions**

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

- i. “**Applicable Laws**” means every law relating to Employee Stock Appreciation Rights, to the extent applicable, including and without limitation to the Companies Act, Securities and Exchange Board of India Act, 1992, SEBI SBEB Regulations and all relevant tax, securities, exchange control or corporate laws or amendments thereof including any circular, notification issued thereunder, of India or of any relevant jurisdiction or of any Recognized Stock Exchange on which the Shares are listed or quoted.

- ii. **"Appreciation"** means the excess of Market Price of the Share of the Company with reference to the date of Exercise of ESARs over the ESAR Price and the Appreciation shall be passed on by way of allotment of Shares of value equivalent to Market Price of the Shares as on the date of Exercise.
- iii. **"Board"** means the Board of Directors of the Company.
- iv. **"Cash"** means amount paid in Indian rupees or in any recognized currency for Settlement of ESARs only against fractional Shares and includes payment by way of cheque, demand draft or through any other banking channel.
- v. **"Committee"** means the Nomination and Remuneration Committee constituted by the Board from time to time, to administer and supervise the ESARP 2019 and other employee benefit plan/schemes, if any, comprising of such members of the Board as provided under Section 178 of the Companies Act to act compensation committee under Regulation 5 of the SEBI SBEB Regulations.
- vi. **"Companies Act"** means the Companies Act, 2013 read with rules issued thereunder from time to time and includes any statutory modifications or reenactments thereof.
- vii. **"Company"** means "Genus Power Infrastructures Limited", a company registered in India under the provisions of the Companies Act, 1956, having CIN: L51909UP1992PLC051997 and having its registered office at G-123, Sector-63, Noida Gautam Buddha Nagar, Uttar Pradesh-201307 India.
- viii. **"Company Policies/Terms of Employment"** means 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. Policies/terms of employment of Subsidiary company(ies) as regards an ESAR Grantee on the payrolls of such Subsidiary company(ies) shall be deemed to be "Company Policies/Terms of Employment" for such ESAR Grantee.
- vii. **"Director"** means a member of the Board of the Company.
- viii. **"Eligibility Criteria"** means the criteria as may be determined from time to time by the Committee for granting the ESAR to the Employees.

- ix. **“Employee”** means
- (i) a permanent employee of the Company working in or out of India; or
  - (ii) a director of the Company, whether a whole-time director or not but excluding an Independent Director, or
  - (iii) an employee, as defined in sub-clauses (i) or (ii) above, of a Subsidiary company(ies), whether present or future, in or outside India, of the Company
- but excludes:**
- a) any Employee who is a Promoter and persons belonging to Promoter Group.
  - b) any such Director who either by himself or through his relatives or through any body corporate, directly or indirectly holds more than 10% of the outstanding equity shares of the Company.
- ix. **“Employee Stock Appreciation Right”** means a right given to an ESAR Grantee entitling him/her to receive Appreciation by way of Shares of the Company, in accordance with and subject to the terms and conditions of ESARP 2019.
- x. **“ESAR”** means Employee Stock Appreciation Right within the meaning of this Plan.
- xi. **“ESAR Grantee”** means an Employee who has been granted ESARs and has accepted such Grant as required under the Plan and shall deem to include nominee/ legal heirs of an ESAR Grantee in case of his/her death to the extent provisions of the Plan are applicable to such nominee/ legal heirs.
- xii. **“ESAR Price”** means the base price determined on the Grant Date by the Committee as per the provisions of Sub-clause 8.1 of this Plan with reference to which Appreciation shall be computed.
- xiii. **“ESARP 2019”** means this Employees Stock Appreciation Rights Plan 2019 under which the Company is authorized to grant ESARs to the Employees.
- xiv. **“Exercise”** of ESAR means submission of duly executed exercise application form in all respects by the ESAR Grantee to the Company for receiving Appreciation in the form of Shares against ESARs vested in him/her in pursuance of the ESARP 2019.

- xv. **“Exercise Period”** means such time period after Vesting within which the ESAR Grantee should Exercise the rights for receiving Appreciation against ESARs vested in him/her in pursuance of the ESARP 2019.
- xvi. **“Grant”** means the process by which the Company issues ESARs to the Employees under the ESARP 2019.
- xvii. **“Grant Date”** means the date of the meeting of the Committee in which Grant of ESARs to the Employees is approved.
- xviii. **“Group”** means two or more companies which, directly or indirectly, are in a position to— (i) exercise twenty-six per cent. or more of the voting rights in the Company; or (ii) appoint more than fifty per cent. of the members of the Board of Directors of the Company; or (iii) control the management or affairs of the Company.
- xix. **“Independent Director”** means a Director within the meaning of Section 149(6) of the Companies Act read with Regulation 16(1)(b) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- xx. **“Market Price”** means the latest available closing price of Shares on the Recognized Stock Exchange on which the Shares of the Company are listed on the date immediately prior to the applicable Relevant Date.
- Explanation-** If such Shares are listed on more than one Recognized Stock Exchanges, then the closing price on such stock exchange having higher trading volume shall be considered as the Market Price.
- xxi. **“Merchant Banker”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, which is registered under Section 12 of the Securities and Exchange Board of India Act, 1992 (15 of 1992).
- xxii. **“Misconduct”** means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the offer or terms of employment amounting to

violation or breach of terms of employment as determined by the Committee after giving the Employee and opportunity of being heard:

- a. committing of any act warranting summary termination under law; or
  - b. conduct which in the reasonable opinion of the Committee amounts to a serious breach by an ESAR Grantee of the obligation of trust and confidence to his employer; or
  - c. a finding by the Committee that an Employee has committed any material or consistent breach of any of the terms or conditions of Employee service agreement including any willful neglect of or refusal to carry out any of his duties or to comply with any instruction given to him by the Committee; or
  - d. being convicted of any criminal offence; or
  - e. being disqualified from holding office in the Company or any other company under any legislation or being disqualified or disbarred from membership of, or being subject to any serious disciplinary action by, any regulatory body within the industry, which undermines the confidence of the Committee in the individual's continued employment; or
  - f. having acted or attempted to act in any way which in the opinion of the Committee has brought or could bring the Company or any other Group member into disrepute or discredit;
  - g. breach or violation of any Company policies/ terms of employment; and
  - h. Any other not included above but defined as misconduct in the Company's rules or Employee handbook and / or employment agreement and/or appointment letter.
- xxiii. **“Permanent Disability”** 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 based on a certificate of a medical expert identified by the Committee.
- xxiv. **“Plan”** means and refers to ESARP 2019 defined hereof.

- xxv. **“Promoter”** means the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (**“ICDR Regulations”**).
- xxvi. **“Promoter Group”** means the same meaning assigned to it under the ICDR Regulations.
- xxvii. **“Relevant Date”** means any of the following dates as the context requires:
- (i) in the case of Grant, the date of the meeting of the Committee on which the Grant is made; or
  - (ii) in the case of Exercise, the date on which the notice of Exercise is given to the Company by the ESAR Grantee.
- xxviii. **“Recognized Stock Exchange”** means the National Stock Exchange of India Limited (NSE), BSE Limited (BSE) or any other recognized stock exchange(s) in India on which the Shares are listed.
- xxix. **“Retirement”** means retirement as per the rules of the Company.
- xxx. **“SEBI SBEB Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and includes all regulations and clarifications issued thereunder.
- xxxi. **“Secretarial Auditor”** means a company secretary in practice appointed by a 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 Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- xxxii. **“Settlement”** of an ESAR means payment of Appreciation by way of allotment of Shares of value equivalent to the Market Price of such Shares as on date of Exercise and includes payment made in Cash if any towards any fractional Shares arising out of Exercise, as per provision of Clause 10 of this Plan.



- xxxiii. “**Share**” means an equity share of the Company of face value of Re.1/- (Rupee One) each fully paid-up and includes equity shares arising out of the Exercise of ESARs granted under ESARP 2019.
- xxxiv. “**Subsidiary company**” means any present or future subsidiary of the Company, as per the provisions of the Companies Act.
- xxxv. “**Unvested ESAR**” means an ESAR in respect of which the relevant Vesting Conditions have not been satisfied and as such, the ESAR Grantee has not become eligible to Exercise the ESAR.
- xxxvi. “**Vest**” or “**Vesting**” means earning by the ESAR Grantee, of the right to Exercise the ESARs granted to him/her in pursuance of the ESARP 2019.
- xxxvii. “**Vested ESAR**” means an ESAR in respect of which the relevant Vesting Conditions have been satisfied and the ESAR Grantee has become eligible to exercise the rights.
- xxxviii. “**Vesting Condition**” means the conditions subject to which the ESARs granted would Vest in an ESAR Grantee.
- xxxix. “**Vesting Period**” means the period during which the Vesting of ESARs granted to the ESAR Grantees, in pursuance of the ESARP 2019 takes place.

## 2.2 Interpretation

In this Plan, unless the contrary intention appears:

- a) the clause headings are for ease of reference only and shall not be relevant to 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.

Words and expressions used and not defined here but defined in the SEBI SBEB Regulations, Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Companies Act, and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation, as the context requires.

### **3. Authority and Ceiling**

3.1 The shareholders of the Company, pursuant to a special resolution dated September 06, 2019 have authorized the Committee to issue to the Employees, such number of ESARs under ESARP 2019 at such ESAR Price or ESAR Prices, in one or more tranches and on such terms and conditions, as may be determined by the Committee in accordance with the provisions of this Plan, SEBI SBEB Regulations and in due compliance with other Applicable Laws. The ESARs to be granted from time to time and in aggregate shall be subject to availability of Shares reserved vide the aforesaid special resolution. The aggregate number of Shares upon Exercise of ESARs under the Plan shall not exceed \*60,00,000 (Sixty Lakh) Shares of face value of Re. 1/- (Rupee One), each fully paid up, of the Company.

\*The shareholders of the Company by way of special resolution dated [●] through postal ballot, increased the number of Shares reserved under the Plan from 30,00,000 (Thirty Lakhs) to 60,00,000 (Sixty Lakhs) Shares.

3.2 The number of ESARs that may be offered to any Employee shall be less than 1% of the Issued capital (excluding outstanding warrants and conversions) of the Company at the time of the grant of such ESARs in number per such Employee and in aggregate under ESARP 2019.

3.3 If an ESAR expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the ESAR pool as mentioned in Sub-clause 3.1 and shall become available for future Grants, subject to compliance with all Applicable Laws.

3.4 Where Shares are issued consequent upon exercise of ESARs under the ESARP 2019, the maximum number of Shares that can be issued under ESARP 2019 as referred to in Sub-clause 3.1 above will stand reduced to the extent of such Shares issued.

- 3.5 In case of a Share consolidation or split where the face value of the Shares is increased above Re.1/-, the maximum number of Shares available for being granted under ESARP 2019 shall stand modified accordingly, so as to ensure that the cumulative face value (No. of shares X Face value per Share) prior to such consolidation remains unchanged after the Share consolidation. Thus, for instance, if the face value of each Share is increased to Rs.2/-, the total number of Shares available under ESARP 2019 would be ceiling specified in (Sub- clause 3.1 ÷ 2) number of Shares of Rs.2/- each.
- 3.6 Prior approval of shareholders in the general meeting by passing special resolution shall be obtained in case the Grant of ESARs to any identified Employee is equal to or more than 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of ESAR.

#### **4. Administration**

- 4.1 The ESARP 2019 shall be administered by the Committee. All questions of interpretation of the ESARP 2019 shall be determined by the Committee and such determination shall be final and binding upon all persons having an interest in the ESARP 2019 or in any ESAR issued thereunder.
- 4.2 The administration of ESARP 2019 shall include, but not be limited to determination of the following as per provisions of the Plan and Applicable Laws:
- (a) The quantum of ESARs to be granted under the ESARP 2019 per Employee, subject to the ceiling as specified in Para 3.1 and 3.2;
  - (b) The Eligibility Criteria;
  - (c) The Exercise Period within which the Employee should Exercise the ESAR and that ESAR would lapse on failure to Exercise the ESAR within the Exercise Period;
  - (d) The right of an Employee to Exercise all the ESARs vested in him at one time or at various points of time within the Exercise Period;

- (e) The procedure for making a fair and reasonable adjustment in case of corporate actions such as merger, sale of division, stock split / consolidation, rights issues, bonus issues and others. In this regard following shall be taken into consideration by the Committee:
  - (i) the number and the price of ESAR shall be adjusted in a manner such that total value of the ESAR remains the same after the corporate action.
  - (ii) the Vesting Period and the life of the ESAR shall be left unaltered as far as possible to protect the rights of the ESAR Grantees.
- (f) The procedure and terms for the Grant, Vest and Exercise of ESARs in case of ESAR Grantees who are on long leave;
- (g) Mode of payment of the any price (cheque, demand draft, deduction from salary, or any other mode);
- (h) The procedure for cashless Exercise of ESARs, if required;
- (i) Approve forms, writings and/or agreements, if entered by the Company, for use in pursuance of the ESARP 2019; and
- (j) Frame suitable policies and procedures to ensure that there is no violation of the securities laws, as amended from time to time, including Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating To Securities Market) Regulations, 2003 or any statutory modification or re-enactment of these regulations by the Company, Subsidiary company(ies) or any of the Employees, as applicable.

## **5. Eligibility and Applicability**

- 5.1 Only Employees are eligible for being granted ESARs under ESARP 2019. The specific Employees to whom the ESARs would be granted and their Eligibility Criteria would be determined by the Committee.

- 5.2 The Plan shall be applicable to the Company and any successor company thereof and ESARs may be granted to the Employees of the Company as determined by the Committee at its sole discretion.
- 5.3 The ESARs granted to an Employee shall be subject to the terms and conditions set forth in this Plan.
- 5.4 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 ESARs**

Each Grant of ESARs under the ESARP 2019 shall be made in writing by the Company to the eligible Employees in such form as may be approved under ESARP 2019 from time to time.

### **6.2 Acceptance of the Grant**

Any eligible Employee who wishes to accept the Grant made under this Plan must deliver to the Company a duly signed acceptance of the letter of Grant on or before the date (**“Closing Date”**) which shall not be more than 60 days from the date of the Grant, as specified in the letter of Grant. On receipt by the Company of the signed acceptance, the eligible Employee will become an ESAR Grantee.

Any eligible Employee, who fails to deliver the signed acceptance of the letter of Grant on or before the Closing Date stated above, shall be deemed to have rejected the Grant unless the Committee determines otherwise. No amount is payable by the Option Grantee at the time of Grant of Options.

## **7. Vesting Schedule / Conditions**

- 7.1 ESARs granted under ESARP 2019 would Vest after a minimum period of **One (1) year** but not later than a maximum period of **Ten (10) years** from the Grant Date of such ESARs. The Committee shall determine the specific Vesting percentage and schedule which may be different for different Employees or class thereof at the time of Grant.

**Provided that** in case where ESARs are granted by the Company under the Plan in lieu of any employee stock options/ ESARs held by a person under a similar plan in another company (“Transferor Company”) which has merged or amalgamated with the Company, the period during which such options/ ESARs granted by the Transferor Company were held by him shall be adjusted against the minimum Vesting Period required under this Sub-clause, at the discretion of the Committee in due compliance with the provisions of SEBI SBEB Regulations.

- 7.2 Vesting of ESARs would be subject to continued employment with the Company or Subsidiary company(ies), as the case may be and that the ESAR Grantee has not served any notice of resignation.

**Provided specifically that** the Committee may at its discretion vary the Vesting percentage and schedule not exceeding maximum of Ten (10) years of Vesting Period from the Grant Date in case of non-achievement of predefined performance conditions or other criteria in case of an ESAR Grantee.

- 7.3 The specific Vesting schedule and Vesting Conditions subject to which Vesting would take place would be outlined in the document(s) given to the ESAR Grantee and as intimated by the Committee from time to time.

### **7.4 Vesting of ESARs 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 and sick leave, the period of leave shall be included to calculate the Vesting Period unless otherwise determined by Committee.

## 8. ESAR Price

8.1 The ESAR price per ESAR shall be as determined by the Committee subject to a maximum of 50% (Fifty percent) discount to the Market Price of the Equity Shares as on date of grant. However, the ESAR Price per ESAR shall not be less than the face value of the Equity Share of the Company.

8.2 The ESAR Price shall have relevance for the purpose of determination of Appreciation and the ESAR Grantees are not required to pay the ESAR Price. However, upon Vested ESARs are settled by way of allotment of Shares, the ESAR Grantees shall pay the face value of Shares prevailing at the time of such allotment as per Sub-clause 9.3 of the Plan.

## 9. Exercise of ESARs

### 9.1 While in employment/ service

The Exercise Period in respect of a Vested ESARs shall be **Three (3) years** from the date of Vesting of such ESARs. The ESAR Grantees can exercise all or part of the Vested ESARs within the Exercise Period.

### 9.2 Exercise Period in case of separation from employment/ service:

Vested ESARs can be exercised subject to treatment of Unvested ESARs as per provisions outlined herein below:

Sr. No.	Particulars	Vested ESARs	Unvested ESARs
1.	<b>Resignation / Termination</b> (other than due to Misconduct)	All the Vested ESARs as on date of submission of resignation or termination shall be exercised by the ESAR Grantee on or before <b>last working day</b> in the Company.	All Unvested ESARs on the date of submission of resignation/ date of termination shall stand <b>cancelled</b> with effect from that date.

2.	<b>Termination due to Misconduct</b>	All the Vested ESARs which were not exercised at the time of such termination shall stand <b>cancelled</b> with effect from the date of such termination.	All Unvested ESARs on the date of such termination shall stand <b>cancelled</b> with effect from the termination date.
3.	<b>Retirement / early Retirement approved by the Company</b>	All the Vested ESARs as on date of Retirement shall be exercised by the ESAR Grantee within a period of <b>Three (3) months</b> from the date of such Retirement or till the end of the prescribed Exercise Period, whichever is earlier.	All Unvested ESARs as on the date of Retirement shall stand <b>cancelled</b> unless otherwise determined by the Committee in accordance with the Company's Policies and provisions of the then prevailing Applicable Laws.  In case Committee allows Vesting after the date of Retirement, such Vested ESARs can be exercised within <b>Three (3) months</b> from the date of Vesting.
4.	<b>Death</b>	All Vested ESARs may be exercised by the deceased ESAR Grantee's Nominee or legal heir(s) immediately after, but in no event later than <b>Three (3) years</b> from the date of death or till the end of the prescribed Exercise Period, whichever is earlier.	All the Unvested ESARs as on the date of death shall be deemed to <b>vest immediately</b> and such Vested ESARs may be exercised by deceased ESAR Grantee' legal heirs or nominee <b>within Three (3) years</b> from the date of such Vesting.



5.	<b>Permanent Incapacity</b>	All Vested ESARs as on the date of incurring such disability may be exercised by the ESAR Grantee immediately after, but in no event later than <b>Three (3) years</b> from the date of incurring such disability or till the end of the prescribed Exercise Period, whichever is earlier.	All the Unvested ESARs as on the date of incurring such disability shall be deemed to <b>vest immediately</b> and may be exercised <b>within Three (3) years</b> from the date of such Vesting.
6.	<b>Abandonment</b>	All the Vested ESARs shall stand <b>cancelled</b> with effect from the date of abandonment as determined by the Committee.	All the Unvested ESARs shall stand <b>cancelled</b> with effect from the date of abandonment as determined by the Committee.
7.	<b>Transfer / deputation to Group / Subsidiary Company</b>	Exercise Period to remain the same as per the terms of the Grant. In case of subsequent separation, treatment of Vested ESARs shall be as per 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 Unvested ESARs shall be as per applicable circumstance mentioned in this table.
8.	<b>Any other reason apart from those mentioned above</b>	The Committee shall decide whether the Vested ESARs as on that date can be exercised by the ESAR Grantee or not, and such decision shall be final.	All Unvested ESARs on the date of such termination shall stand <b>cancelled</b> with effect from that date.

9.3 The ESARs shall be deemed to have been exercised when an ESAR Grantee makes an application in writing to the Company or by any other means as decided by the Committee, for the issuance of Shares against the ESARs vested in him, subject to payment of face value per Share allotted and compliance of other requisite conditions of Exercise.

#### 9.4 **Lapse of ESARs**

The ESARs not exercised within the Exercise Period prescribed above shall lapse and the ESAR Grantee shall have no right over such lapsed or cancelled ESARs.

#### 10. **Settlement of Exercised ESARs**

10.1 Any or all Vested ESARs upon Exercise shall be settled by way of allotment of Shares. The number of Shares shall be determined as under:

Number of Shares to be allotted = (Appreciation per ESAR x Number of ESARs exercised) /  
Market Price with reference to date of Exercise.

10.2 If the Settlement results in fractional Shares, then the consideration for fractional Shares shall be settled in Cash or in the manner as may be decided by the Committee.

10.3 The ESAR Grantee shall pay the face value of a Share prevailing at the time of such allotment per Share allotted subject to additional payment/ recovery of applicable taxes pursuant to Clause 14 of the Plan.

10.4 Any payment made by an ESAR Grantee shall be made by a crossed cheque or a demand draft drawn in favour of the Company or in such other manner as the Committee may determine.

#### 11. **Lock-in**

11.1 The Shares arising out of Exercise of Vested ESARs would not be subject to any lock-in period after such Exercise.

**Provided that** the Shares allotted on such Exercise cannot be sold for such period of time as prescribed under code of conduct for prevention of Insider Trading of the Company read with the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.

## **12. Exit route in case of de-listing**

- 12.1 If the Company gets de-listed from all the Recognized Stock Exchanges, then the Committee shall have the power to set out terms and conditions for the treatment of Vested ESARs and Unvested ESARs in due compliance of the then prevailing Applicable Laws.

## **13. Other Terms and Conditions**

- 13.1 Nothing herein is intended to or shall give the ESAR 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 unless the ESAR Grantee exercises the ESARs and becomes a registered holder of the Shares of the Company.
- 13.2 The ESARs shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 13.3 If the Company issues bonus or rights Shares, the ESAR Grantee will not be eligible for the bonus or rights Shares in the capacity of an ESAR Grantee. However, an adjustment to the number of ESARs or the ESAR Price or both would be made in accordance with Sub-clause 4.2(e) of ESARP 2019.
- 13.4 ESARs shall not be transferable to any person except in the event of death of the ESAR Grantee, in which case provisions of Sub-clause 9.2 would apply.
- 13.5 No person other than the ESAR Grantee to whom the ESARs are granted shall be entitled to Exercise the ESARs except in the event of the death of the ESAR Grantee in which case provisions of Sub-clause 9.2 would apply. If due to Permanent Disability, an ESAR Grantee is unable to exercise the ESARs, the Committee may permit the nominee of the disabled ESAR Grantee to exercise the ESARs on his behalf.

## **14. Taxation**

- 14.1 The liability of paying taxes if any, in connection with Settlement of ESARs granted pursuant to this Plan shall be entirely on ESAR Grantee and shall be in accordance with the provisions of Income tax Act, 1961 and the rules framed thereunder.

14.2 The Company shall have the right to recover from ESAR Grantee or deduct from the ESAR Grantee's salary, any of the ESAR Grantee's tax obligations arising in connection with the Shares allotted or ESARs settled in Cash (for a fraction of a Share) upon the Exercise thereof. The Company shall have no obligation to deliver Shares or make payment of any amount of Cash until the Company's tax deduction obligations, if any, have been fully satisfied by the ESAR Grantee.

#### **15. Authority to vary terms**

The Board or Committee may, if it deems necessary, modify, change, vary, amend, suspend or terminate the ESARP 2019, subject to compliance with the Applicable Laws.

#### **16. Miscellaneous**

##### **16.1 Government Regulations**

This ESARP 2019 shall be subject to all Applicable Laws including any statutory modification(s) or re-enactment(s) thereof, and approvals from government authorities, if any and to the extent required.

##### **16.2 Inability to obtain approval**

The inability of the Company to obtain approval from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance of any Shares or payment of Cash hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to Grant the ESARs, issue Shares or pay Cash.

##### **16.3 General Risks**

Participation in the ESARP 2019 shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity and the risks associated with the investments is that of the ESAR Grantee alone. The ESAR Grantee is encouraged to make considered judgment and seek adequate information /clarifications essential for appropriate decision.

- 16.4 The Grant of an ESAR does not form part of the ESAR Grantee's entitlement to compensation or benefits pursuant to his/her 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 ESAR granted to him/her in respect of any number of Shares or any expectation that a ESARs might be granted to him/her whether subject to any condition or at all.
- 16.5 Neither the existence of this Plan nor the fact that an individual has on any occasion been granted an ESAR 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 Plan or any future Plan(s) by being granted an ESAR on any other occasion.
- 16.6 The rights granted to an ESAR Grantee upon the grant of ESARs shall not accord the ESAR 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).
- 16.7 The ESAR 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 ESAR in whole or in part.

## **17. Notices**

- 17.1 All notices of communication required to be given by the Company to an ESAR Grantee by virtue of the ESARP 2019 shall be in writing. The communications shall be made by the Company in any one or more of the following ways:
- i. Sending communication(s) to the address of the ESAR Grantee available in the records of the Company; or
  - ii. Delivering the communication(s) to the ESAR Grantee in person with acknowledgement of receipt thereof; or
  - iii. Emailing the communication(s) to the ESAR Grantee at the official email address provided if any by the Company during the continuance of employment or at the email address provided by the ESAR Grantee after cessation of employment.

17.2 Any communication to be given by an ESAR Grantee to the Company in respect of ESARP 2019 shall be sent to the person at the address mentioned below:

**HR Officer / Company Secretary**

**Genus Power Infrastructures Limited**

**Corporate Office: SPL-3, RIICO Industrial Area, Sitapura, Tonk Road, Jaipur-302022 (Rajasthan).**

**E-mail: vinod.sharma@genus.in / cs@genus.in**

## **18. Governing Law and Jurisdiction ss**

18.1 The terms and conditions of the ESARP 2019 shall be governed by and construed in accordance with the laws of India.

18.2 The Courts in Jaipur (Rajasthan), India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESARP 2019.

## **19. Income Tax Rules**

The Income Tax Laws and Rules in force will be applicable.

## **20. Listing of the Shares**

Subject to receipt of necessary approvals in this regard, the Shares issued and allotted on Exercise of the ESARs shall be listed on the Recognized Stock Exchanges on which the Shares of the Company are listed or proposed to be additionally listed.

## **21. Restriction on transfer of ESARs**

21.1 The ESARs shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

21.2 ESARs shall not be transferable to any person except in the event of death of the ESAR Grantee, in which case provisions at Sub-clause 9.2 would apply.

21.3 No person other than the Employee to whom the ESAR is granted shall be entitled to Exercise the ESAR except in the event of the death of the ESAR Grantee holder, in which case provisions at Sub- clause 9.2 would apply.

## **22. Severability**

In the event any one or more of the provisions contained in this ESARP 2019 shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this ESARP 2019, but this ESARP 2019 shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the ESARP 2019 shall be carried out as nearly as possible according to its original terms and intent.

## **23. Accounting Policy**

The Company shall follow the IND AS 102 on Share based Payments and/or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other statutory authority from time to time, including the disclosure requirements prescribed therein, in compliance with relevant provisions of SEBI SBEB Regulations.

## **24. Certificate from Secretarial Auditors and Disclosures**

The Board shall at each annual general meeting place before the shareholders a certificate from the Secretarial Auditors of the Company that the Plan has been implemented in accordance with the SEBI SBEB Regulations and in accordance with the resolution of the Company in the general meeting. The Board shall also make the requisite disclosures of the Plan, in the manner specified under the SEBI SBEB Regulations.

## **25. Confidentiality**

25.1 ESAR Grantees must keep the details of the ESARP 2019 and all other documents in connection thereto strictly confidential and must not disclose the details with any of his/her peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates except disclosures to such authorities as required under law. In case ESAR Grantee is found in breach of this Confidentiality Clause, the Company shall have undisputed

right to terminate any agreement and all unexercised ESARs shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this Confidentiality Clause shall be final, binding and cannot be questioned by ESAR Grantee. In case of non-adherence to the provisions of this Clause, the Committee will have the authority to deal with such cases as it may deem fit.

- 25.2 The ESAR Grantee agrees that the Company may be required to disclose information of the ESAR Grantee during the process of implementation of the ESARs or while availing services relating to ESARs consulting, advisory services or ESARs Management services and/ or any other such incidental services. The ESAR Grantee hereby accords his/her consent that such confidential information regarding his/her ESARs entitlements may be disclosed by the Company to its officers, professional advisors, agents and consultants on a need to know basis.

-----END OF DOCUMENT-----