

# **Sterling and Wilson Renewable Energy Limited**

**Sterling and Wilson Renewable Energy Limited –  
Employee Stock Option Plan II 2025  
("ESOP Plan II 2025"/ "Plan")**



**Sterling and Wilson Renewable Energy  
Limited**

**CIN:** L74999MH2017PLC292281

**Regd. Office:** Universal Majestic, 9<sup>th</sup>  
Floor, P.L. Lokhande Marg, Chembur  
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## 1. Name, Objective and Term of the Plan

- 1.1 This Employee Stock Option Plan shall be called ‘**Sterling and Wilson Renewable Energy Limited - Employee Stock Option Plan II 2025**’ (“ESOP Plan II 2025” / “Plan”).

The primary objective of the Plan is to reward the key Employee for his association, dedication and contribution to the goals of the Company. The Company intends to use this Plan to attract, retain and motivate key talent working with the Company, as the case may be, by way of rewarding their high performance and motivating them to contribute to the overall corporate growth and profitability. The Company views employee stock options as long-term incentive tool that would enable the Employee not only to become a co-owner, but also to create wealth out of such ownership in future.

- 1.2 The Plan is established with effect from **August 21, 2025**, on which date the shareholders of the Company have approved the Plan by way of a special resolution and shall continue to be in force until (i) it is termination by the Board or Committee as per provisions of Applicable Law, or (ii) the date on which all of the Options available for Grant under the Plan have been issued and exercised, whichever is earlier.

Provided, any such termination of the Plan shall not affect the Options already granted and such Options shall remain in full force and effect as if the Plan had not been terminated unless mutually agreed otherwise between the Option Grantee and the Company.

## 2. Definitions and Interpretation

### 2.1 Definitions

- i. “**Applicable Law**” means every law relating to Employee Stock Options by whatever name called, including and without limitation to the Companies Act, 2013 and the rules framed thereunder, Securities and Exchange Board of India Act, 1992, SEBI SBEB Regulations and includes any statutory modifications or re-enactments thereof and all relevant tax, securities, foreign exchange or corporate laws of India or of any relevant jurisdiction or of any recognized Stock Exchange on which the Shares are listed or quoted.
- ii. “**Board**” means the Board of Directors of the Company.
- iii. “**Committee**” means the Nomination and Remuneration Committee constituted by the Board from time to time, to administer and supervise the Plan and other employee benefit plans, if any, comprising of such members of the Board as provided under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**Listing Regulations**”), as amended from time to time and having such powers as specified under the SEBI SBEB Regulations read with powers specified in this Plan.

- iv. **“Companies Act”** means the Companies Act, 2013 read with rules issued thereunder from time to time and includes any statutory modifications or reenactments thereof.
- v. **“Company”** means **“Sterling Wilson Renewable Energy Limited”**, a company registered in India under the provisions of the Companies Act, 2013, having CIN: L85110PB1996PLC045933 and having its registered office at Universal Majestic, 9<sup>th</sup> Floor, P.L. Lokhande Marg, Chembur (West), Mumbai – 400043, Maharashtra.
- vi. **“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.

**Explanation:** for this clause, the Company includes its Subsidiary Company to the extent Employees of the Subsidiary Company are covered-

- 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 Options to the Employees.
- ix. **“Employee”** means
  - (i) an employee as designated by the Company, who is exclusively working in India or outside India, or
  - (ii) 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
  - (iii) an employee as defined in sub-clauses (i) and (ii), of Subsidiary Company(ies) in India or outside India.

**but excludes**

  - a. an employee who is a Promoter or a person belonging to the Promoter Group; or
  - b. a Director who, either by 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.
  - c. An Independent Director.
- x. **“Employee Stock Option”** means an Option granted to an Employee, which gives such Employee the right, but not an obligation, to purchase or subscribe at a future date the Shares underlying the Option at a pre-determined price.
- xi. **“ESOP Plan II 2025” or “Plan”** means ‘Sterling and Wilson Renewable Energy Limited - Employee Stock Option Plan II 2025’ under which the Company is authorized to grant Options to the Employees.

- xii. “**Exercise**” of an Option means expression of an intention by an Employee to the Company to purchase the Shares underlying the Options vested in him, in pursuance of the Plan, in accordance with the procedure laid down by the Company for Exercise of Options.
- xiii. “**Exercise Period**” means such time period after Vesting within which the Employee should exercise the Options vested in him in pursuance of the Plan.
- xiv. “**Exercise Price**” means the price payable by an Employee in order to Exercise the Options granted to him in pursuance of the Plan.
- xv. “**Grant**” means issue of Options to the Employees under the Plan.
- xvi. “**Grant Letter**” means the formal communication as regards Grant made by the Company to the Employee containing specific details of the Grant.
- xvii. “**Grant Date**” means the date of the meeting of the Committee in which Grant of Options to the Employees are approved or any such date which may be determined by the Committee as the Grant date.

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

- xviii. “**Independent Director**” means a Director within the meaning of Section 149(6) of the Companies Act read with Regulation 16(1)(b) of the Listing Regulations, as amended from time to time.
- xix. “**Long Leave**” means sanctioned continuous leave taken by the Grantee for a period of more than 60 (Sixty) days excluding maternity leave.
- xx. “**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-** If such Shares are listed on more than one recognised Stock Exchange, then the closing price on the recognised 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 regulation 2(1)(cb) of 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.
- 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 an opportunity of being heard:

- (i) dishonest statements or acts of an Employee, with respect to the Company;

- (ii) any misdemeanour involving moral turpitude, deceit, dishonesty, or fraud committed by the Employee;
  - (iii) gross negligence, misconduct or insubordination of the Employee in connection with the performance of his duties and obligations towards the Company;
  - (iv) breach by the Employee of any terms of his employment agreement or the Company's policies or other documents or directions of the Company;
  - (v) participating or abetting a strike in contravention of any law for the time being in force;
  - (vi) misconduct as provided under the labour laws after following the principles of natural justice; or
  - ~~(vii)~~ 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. "**Option(s)**" means Employee Stock Options within the meaning of the Plan.
- xxiv. "**Option Grantee**" means an Employee who has been granted an Option and has accepted such Grant as required under the Plan and shall deem to include nominee/ legal heir of an Option Grantee in case of his death to the extent provisions of the Plan are applicable to such nominee/ legal heir.
- xxv. "**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 based on a certificate of a medical expert identified by the Company.
- xxvi. "**Plan**" means ESOP Plan II 2025 within the meaning of this document.
- xxvii. "**Promoter**" shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended from time to time.
- xxviii. "**Promoter Group**" shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended from time to time.
- xxix. "**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 Option Grantee.
- xxx. "**Retirement**" means retirement as per the prevalent rules of the Company.

- xxxi. “**SEBI SBEB Regulations**” means the Securities and Exchange Board of India (Share Based Employee Benefits & Sweat Equity) Regulations, 2021, as amended and reenacted from time to time, and includes any clarifications or circulars issued thereunder.
- xxxii. “**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 Listing Regulations.
- xxxiii. “**Shares**” means equity shares of the Company of face value of **Re. 1/- (Rupee One Only)** each fully paid-up including the equity shares arising out of the Exercise of Options granted under the Plan.
- xxxiv. “**Stock Exchange**” means National Stock Exchange of India Limited or BSE Limited or any other recognized stock exchange in India on which the Company’s Shares are listed.
- xxxv. “**Subsidiary Company**” means any present or future Subsidiary Company(ies) of the Company, as per the provisions of the Companies Act.
- xxxvi. “**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.
- xxxvii. “**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.
- xxxviii. “**Vesting**” means earning by the Option Grantee, of the right to Exercise the Options granted to him in pursuance of the Plan.
- xxxix. “**Vesting Condition**” means any condition subject to which the Options granted would vest in an Option Grantee.
- xl. “**Vesting Period**” means the period during which the vesting of the Option granted to the Employee, in pursuance of the Plan 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 as well;
- c) words in singular number include the plural and vice versa;
- d) words importing a gender include any other gender;

- e) a reference to a schedule includes a reference to any part of that Schedule which is incorporated by reference;
- f) reference to any statute, rules, regulations, or notification shall include any amendment, modification, substitution or re-enactment thereof;
- g) the terms defined above, including their grammatical variations and cognate expressions, shall, unless repugnant to the context or meaning thereof, for the purposes of the Plan have the meanings herein specified and terms not defined above shall have the meanings as defined in the Companies Act or Applicable Law including SEBI SBEB Regulations, as the context requires; and
- h) words / phrases and expressions used and not defined here but defined in the SEBI SBEB Regulations, Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 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, while approving this Plan by way of special resolution dated **August 21, 2025**, have authorized the Committee to grant not exceeding **18,98,815 (Eighteen Lakhs Ninety-Eight Thousand Eight Hundred Fifteen only)** Options to the eligible Employees in one or more tranches, from time to time, which in aggregate exercisable into not more than **18,98,815 (Eighteen Lakhs Ninety-Eight Thousand Eight Hundred Fifteen only)** Shares of face value of **Re. 1/- (Rupee One Only)** each fully paid up, 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 by the Committee in accordance with the provisions of this Plan and in due compliance with Applicable Law.
- 3.2 The Committee has the authority to decide the number of options to be granted to an Employee. However, the number of Options that may be granted under the Plan per Employee and in aggregate (taking into account all grants) for such Employee, shall not exceed **2,75,000\* (Two Lakh Seventy-Five Thousand only)** Options.
- 3.3 Prior approval of shareholders of the Company in the general meeting by passing special resolution shall be obtained in case the Grant of Options to any identified Employee, is equal to or exceeding 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Option.
- 3.4 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 be available for future Grants, subject to compliance with all Applicable Law and this Plan.
- 3.5 Where Shares are issued consequent upon Exercise of Options under the Plan, the maximum number of Shares that can be issued under the Plan shall stand reduced to the extent of such Shares issued.

*\*Amended vide resolution passed at Nomination and Remuneration Committee held on February 17, 2026. Prior to amendment, the amount read as under- 1,90,000 (One Lakh Ninety Thousand only)*

3.6 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 Plan, the maximum number of Shares being granted under the Plan as specified 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. Thus, for example, if the prevailing face value of each Share is Rs.10 per Share and the revised face value after the Share split is Rs.5 per Share, the total number of Shares available under Plan would be (Shares reserved at Sub-Clause 3.1 x 2) of Rs.5 each. Similarly, in case of bonus issue, etc. the available number of Shares under Plan shall be adjusted to restore the value.

#### **4. Administration**

4.1 The Plan shall be administered by the Committee. All questions of interpretation of the Plan or any Option shall be determined by the Committee, and such determination shall be final and binding upon all having an interest in the Plan or in any Option issued thereunder.

4.2 Neither the Committee nor any of its members shall be liable for any actions taken in good faith for the implementation of the Plan.

4.3 The Committee may rely upon the advice and assistance of any professional it deems appropriate in the implementation of the Plan.

4.4 The Committee, inter- alia, shall in accordance with this Plan and Applicable Law determine the following:

- (a) the Eligibility Criteria for Grant of Options to the Employees;
- (b) the quantum of the Options to be granted under the Plan per Employee, subject to the ceiling as specified in sub-clause 3.1 and 3.2;
- (c) the specific Exercise Period within which the Option Grantee should Exercise the Option and that Option would lapse on failure to Exercise the Option within the Exercise Period.
- (d) The right of the employee to exercise all the Options vested in him/her at one time or at various points of time within the Exercise Period.
- (e) the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in 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 Option shall be adjusted in a manner such that total value of the Option remains the same after the corporate action; and
  - (ii) the Vesting Period and the life of the Option shall be left unaltered as far as possible to protect the rights of the Option Grantees.

- (f) the procedure and terms for the Grant, Vesting and Exercise of Option in case of Employees who are on long leave.
  - (g) the conditions under which Option vested in Option Grantee may lapse in case of termination of employment for misconduct.
  - (h) the procedure for buy-back of Options granted under the Plan if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
    - i) permissible sources of financing for buy-back;
    - ii) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
    - iii) limits upon quantum of Options that the Company may buy-back in a financial year;
  - (i) formulate suitable policies and procedures to ensure that there is no violation of Applicable Law, in relation to this Plan, by the Company and the Employees;
  - (j) the procedure for funding for Exercise of Options, as permitted under the Applicable Law; and
  - (k) approve forms, writings and/or agreements for use in pursuance of the Plan.
- 4.5 The Committee shall also frame suitable policies and systems to ensure that there is no violation of (a) Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended from time to time) (b) any other regulation as may be notified by the Securities and Exchange Board of India or any other authority from time to time, by the Company, its Subsidiary Company(ies) and any of its Employee.
- 4.6 The Committee shall have a right to delegate or authorize any officer of the Company, if required and subject to the extent allowed under the Applicable Law, such power to do specific acts and things without limitation to the listing of Shares on recognized Stock Exchange(s) arising pursuant to Exercise of Vested Options, execution and submission of various document(s) to recognized Stock Exchange(s) or any other institution as may be deemed necessary in connection with the Plan.
- 4.7 The employees will be entitled to the shares of the Company on exercise of Options as per the terms provided under the ESOP Plan II 2025. The maximum quantum of benefits underlying the Options granted to an eligible employee shall be equal to the appreciation in the value of the Company's equity shares determined as on the date of exercise of Options, on the basis of difference between the Option exercise price and the market price of the equity shares on the exercise date.
- 4.8 The ESOP Plan II 2025 shall be implemented and administered directly by the Company.
- 4.9 The ESOP Plan II 2025 will involve fresh issue of Equity Shares by the Company.

## **5. Eligibility and Applicability**

- 5.1 Only Employees within the meaning of the Plan are eligible for being granted Options. The specific Employees to whom the Options would be granted, and their eligibility criteria shall be determined by the Committee as recommended by the management from time to time.
- 5.2 The Plan shall be applicable to the Company, its Subsidiary Company(ies), Options may be granted to the Employees of the Company, its Subsidiary Company(ies) as determined by the Committee at its sole discretion.
- 5.3 The appraisal process for determining eligibility shall be decided from time to time by the Committee. The broad criteria for appraisal and selection may include parameters like designation, tenure with the Company, subsidiaries, performance during the previous years, contribution towards strategic growth, contribution to team building and succession, cross-functional relationship, expected role for the corporate growth, etc.

## **6. Grant and Acceptance of Grant**

### **6.1 Grant of Options**

- (a) Grants contemplated under the Plan shall be made on such day and month as decided by the Committee at its discretion upon recommendation of the management of the Company.
- (b) Each Grant of Option under the Plan shall be made in writing by the Company to the eligible Employees fulfilling the eligibility criteria in a letter of Grant as may be approved containing specific details of the Grant, and disclosure requirements, as prescribed under Applicable Law.

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

- (a) Any Employee who wishes to accept the Grant made under the 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 **15 days** from the date of the Grant, as specified in the letter of Grant.
- (b) Any 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.
- (c) Upon acceptance of the Grant in the manner described above, the Employee henceforth as an Option Grantee, shall be bound by the terms, conditions and restrictions of the Plan and the letter of Grant. No amount would be required to be paid by the Option Grantee at the time of Grant and Vesting.

## **7. Vesting Schedule and Vesting Conditions**

- 7.1 The Option granted under the Plan would vest not earlier than the minimum Vesting Period of **1 (one) year** and not later than maximum Vesting Period of upto **3 (three) years** from the date

of Grant. The Committee at its discretion may Grant Options specifying Vesting Period ranging between minimum and maximum period as mentioned above.

**Provided that** in case where Options are granted by the Company under the Plan in lieu of Options 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 the Options granted by the Transferor Company were held by him may be adjusted against the minimum Vesting Period required under this sub-clause in due compliance with the provisions of SEBI SBEB Regulations.

**Provided further that** in the event of death or Permanent Incapacity of an Option Grantee, the minimum Vesting Period shall not be applicable and in such instances, all the unvested Options shall vest with effect from date of the death or Permanent Incapacity.

7.2 Vesting of Option would be subject to continued employment with the Company, Subsidiary Company(ies)), as the case may be. In addition to this, The Committee may specify certain performance criteria for each employee, subject to satisfaction of which the Options would vest.

7.3 As a prerequisite for a valid Vesting, an Option Grantee is required to be in employment or service of the Company, Subsidiary Company(ies) on the date of Vesting and must neither be serving his notice for termination of employment/ service, nor be subject to any disciplinary proceedings pending against him on such date of the Vesting. In case of any disciplinary proceedings against any Option Grantee, the relevant Vesting shall be kept in abeyance until disposal of the proceedings and such Vesting shall be determined accordingly.

7.4 In the event that an Employee is transferred or deputed to a subsidiary company prior to vesting or exercise, the vesting and exercise as per terms of grant shall continue in case of such transferred or deputed employee even after the transfer or deputation.

7.5 In the event that an Option Grantee is transferred pursuant to a scheme of arrangement amalgamation, merger or demerger or continued in the existing Company, prior to the vesting or exercise, the treatment of options in such case shall be specified in such scheme of arrangement, amalgamation, merger or demerger provided that such treatment shall not be prejudicial to the interests of the Option Grantee.

7.6 The specific vesting schedule and Vesting Condition, along with their respective weightages, if any, in respect of the Options granted under the Plan shall be determined by the Committee and may vary from an Employee to Employee or any class thereof and / or in respect of the number or percentage of Options to be vested and would be outlined in the document given to the Option Grantee at the time of Grant of Options.

7.7 **Vesting of Options in case of Option Grantee on long leave/sabbatical**

The period of leave shall not be considered in determining the Vesting Period in the event the Option Grantee 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 the Committee.

## 8. Exercise

### 8.1 Exercise Price

- (a) The Exercise Price per Option shall be determined by the Committee at the time of Grant subject to a maximum of Market Price of Shares as on the date of Grant and shall not be less than face value of shares.
- (b) The Exercise Price shall be specified in the letter issued to the Option Grantee at the time of the Grant.
- (c) Payment of the Exercise Price shall be made by a crossed cheque, or a demand draft drawn in favor of the Company or by any electronic mode 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 for Vested Options shall be a maximum of **4 (Four) years** commencing from the relevant date of Vesting of Options, or such other shorter period as may be prescribed by the Committee at the time of Grant. All the Vested Options can be exercised by the Option Grantee at one time or at various points of time within the Exercise Period.

#### (b) Exercise in case of separation from employment

Options can be exercised as per provisions outlined below:

S. No.	Events of separation	Vested Options	Unvested Options
1	<b>Resignation/ Termination (Other than due to Misconduct)</b>	All the Vested Options as on the date of resignation/ termination shall be exercisable by the Option Grantee within <b>6 (Six) months</b> from the <b>last working day</b> with the Company or before the Exercise Period, whichever is earlier.	All the Unvested Options on date of submission of resignation/termination shall stand <b>cancelled</b> with effect from date such resignation/termination.
2	<b>Termination due to Misconduct</b>	All the Vested Options at the time of such termination shall stand <b>cancelled</b> with effect from the date of such termination.	All the Unvested Options at the time of such termination shall stand <b>cancelled</b> with effect from the date of such termination.

S. No.	Events of separation	Vested Options	Unvested Options
3	<b>Retirement</b>	All the Vested Options as on the date of Retirement shall be exercisable by the Option Grantee within a period of <b>6 (Six) months</b> from the date of Retirement or xbefore the Exercise Period, whichever is earlier.	All Unvested Options as on the date of Retirement would continue to vest in accordance with the <b>original vesting schedule</b> even after the Retirement unless otherwise determined by the Committee in accordance with the Company's policies and the Applicable Laws.  All such aforesaid Options upon Vesting can be exercised within a period of <b>6 (Six) months</b> from the date of such Vesting.
4	<b>Death</b>	All Vested Options may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than <b>12 (Twelve) months</b> from the date of death of the Option Grantee.	All the Unvested Options as on date of death shall <b>vest immediately</b> in the Option Grantee's nominee or legal heir and can be exercised in the manner defined for Vested Options.
5	<b>Permanent Incapacity</b>	All Vested Options may be exercised by the Option Grantee, immediately after, but in no event later than <b>12 (Twelve) months</b> from the date of such incapacity.	All the Unvested Options as on date of incurring of such incapacity shall <b>vest immediately</b> with effect from such an event to the Option Grantee and can be exercised in the same manner as defined for Vested Options.
6	<b>Transfer / deputation from/ to the Subsidiary Company</b>	Exercise Period to remain the same as per the terms of the Grant.  In case of subsequent separation, treatment of Vested Options 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 Options shall be as per applicable circumstance mentioned in this table.
7	<b>Separation due to reasons apart from those mentioned above</b>	The Committee <b>shall decide</b> whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such a decision shall be final.	All Unvested Options on the date of such separation shall stand <b>cancelled</b> unless otherwise required by Applicable Law.

The Options shall be deemed to have been exercised when an Employee makes an application in writing to the Company or by any other means as decided by the Committee, for the issue of Shares against the Options vested in him, subject to payment of Exercise Price and compliance with other requisite conditions of Exercise.

### **8.3 Lapse of Options**

The Options not exercised within the Exercise Period shall lapse and be deemed to be cancelled on expiry of such Exercise Period. The Option Grantee shall have no right or recourse over such lapsed/ cancelled Options.

### **9. Lock-in**

The equity shares issued pursuant to exercise of vested Options shall not be subject to any lock-in period restriction in general. However, usual restrictions as may be prescribed under applicable law including that under the code of conduct framed, if any, by the Company under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended, shall apply.

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

If the Company gets delisted from all the recognized Stock Exchange(s), then the Committee as authorized by the Board shall have the power to set out terms and conditions for the treatment of Vested Options and Unvested Options in due compliance with the Applicable Law.

### **11. Restriction on transfer of Options**

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

11.2 Options shall not be transferable to any person except in the event of death of the Option Grantee, in which case provisions at sub-clause 8.2(b) would apply.

11.3 No person other than the Option Grantee shall be entitled to Exercise the Option except in the event of the death of the Option Grantee, in which case provisions at sub-clause 8.2(b) would apply.

### **12. Rights as a shareholder**

12.1 The Option Grantee shall not have a right to receive any dividend or to vote or in any manner or enjoy the benefits of a shareholder in respect of Options granted, till Shares underlying such Options are issued by the Company upon Exercise of such Options.

12.2 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 unless the Option Grantee Exercises the Options and becomes a registered holder of the Shares of the Company.

### **13. Deduction/Recovery of Tax**

13.1 The liability of paying taxes, if any, in respect of Options granted pursuant to this Plan and the Shares issued pursuant to Exercise thereof shall be entirely on Option Grantee (his nominee(s)/ legal heir(s)/ successor(s) as the case may be) 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 of Company working abroad, if any.

- 13.2 The Company shall have the right to deduct from the Option Grantee's (his nominee(s)/ legal heir(s)/ successor(s) as the case may be) salary or recover separately, any of the Option Grantee's tax obligations arising in connection with the Options upon the Exercise thereof. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.
- 13.3 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.

#### **14. Authority to vary terms**

- 14.1 For the purpose of efficient implementation and administration of the Plan and with the prior approval of the shareholders' of the Company by way of a special resolution, the Committee may revise the terms of the Plan and/ or terms of the Options already granted but not yet exercised under the Plan subject to the condition that such amendment, alteration, or variation, as the case may be is not detrimental to the interest of Option Grantee.

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

- 14.2 The Committee may also re-price the Options which are not exercised, whether or not they have vested, if Plan is rendered unattractive due to fall in the price of the Shares, provided that the Company ensures that such re-pricing shall not be detrimental to the interest of the Option Grantee and approval of the shareholders by way of a special resolution has been obtained for such re-pricing.

#### **15. Miscellaneous**

- 15.1 Government Regulations

This Plan shall be subject to all Applicable Law including any statutory modification(s) or re-enactment(s) thereof, and approvals from government authorities. The Grant and the allotment of Shares under this Plan shall also be subject to the Company requiring Option Grantee to comply with all Applicable Law.

- 15.2 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 Law, for the lawful issuance and sale of any Shares hereunder shall relieve and wholly discharge the Company from any or all liability in respect of the failure to Grant the Options or issue Shares.

- 15.3 Neither the existence of this Plan 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 Plan by being granted an Option on any other occasion.

- 15.4 The rights granted to an Option Grantee upon the Grant of an Option shall not afford 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, Subsidiary Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 15.5 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.
- 15.6 Participation in the Plan 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 Option Grantee.

## **16. Accounting and Disclosures**

The Company shall follow the requirements including the disclosure requirements under IND AS 102 on Share-based payments and/ or any relevant accounting standards as may be prescribed by the Central Government in terms of Section 133 of the Companies Act and/ or any relevant accounting standards/ guidance note as may be prescribed by the Institute of Chartered Accountants of India or any other competent authority, from time to time, including the disclosure requirements prescribed therein, in compliance with Regulation 15 of SEBI SBEB Regulations.

Method of Option valuation:

The Company shall adopt 'fair value method' for valuation of Options as prescribed under IND AS 102 on share-based payments or any accounting standard/ guidance note, as applicable, notified by competent authorities from time to time.

In case, the Company opts for expensing of share-based employee benefits using the intrinsic value, the difference between the employee compensation cost so computed and the employee compensation cost that shall have been recognized if it had used the fair value of the Options and the impact of this difference on profits and on Earning Per Share (EPS) of the Company shall also be disclosed in the Directors' Report.

## **17. Certificate from Secretarial Auditors**

The Committee 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.

## **18. Governing Laws**

- 18.1 The terms and conditions of the Plan shall be governed by and construed in accordance with the Applicable Law including the foreign exchange laws mentioned below.
- 18.2 Foreign Exchange Laws

In case any Options are granted to any Employee being resident 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, Exercise of Options and issue of Shares thereof.

## **19. Income Tax Rules**

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

## **20. Notices**

20.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of this Plan 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 Option Grantee available in the records of the Company; and/ or
- ii. Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; and/ or
- iii. Emailing the communication(s) to the Option 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 Option Grantee after cessation of employment.

20.2 All notices of communication to be given by an Option Grantee to the Company in respect of the Plan shall be sent to the address mentioned below:

Head - Human Resources

Sterling and Wilson Renewable Energy Limited

**Address:** Universal Majestic, 9<sup>th</sup> Floor, P. L. Lokhande Marg, Chembur (West), Mumbai – 400043

**Email:** [basavarajappa@sterlingwilson.com](mailto:basavarajappa@sterlingwilson.com)

## **21. Nomination**

The Option Grantee has to nominate a person as his / her nominee. The nominee in case of death or legal incapacity of Option Grantee shall be the legal representative recognized by the Company as the inheritor of the Option Grantee in respect of all rights and liabilities for the purposes of this Plan.

## **22. Jurisdiction**

22.1 The Courts in Mumbai shall have jurisdiction in respect of any or all matters, disputes or differences arising in relation to or out of this Plan.

22.2 Nothing in this sub-clause will however limit the right of the Company to bring proceedings against any Employee in connection with this Plan:

- (i) in any other court of competent jurisdiction; or

(ii) concurrently in more than one jurisdiction.

**23. Listing of the Shares**

- 23.1 The Company shall not Grant Options under the Plan unless it obtains in-principle approval from the Stock Exchange where it is listed.
- 23.2 The Company shall appoint a Merchant Banker for the implementation of the Plan and for the purpose of obtaining in-principle approval from the Stock Exchange(s), where it is listed.
- 23.3 Subject to the approval of the Stock Exchange(s), the Shares issued and allotted on Exercise of the Options shall be listed on the recognized Stock Exchange(s) on which the Shares of the Company are listed.

**24. Severability**

In the event any one or more of the provisions contained in this Plan 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 Plan, but the Plan shall be construed as if such invalid, illegal, or unenforceable provision had never been set forth herein, and the Plan shall be carried out as nearly as possible according to its original intent and terms.

**25. Confidentiality**

- 25.1 An Option Grantee must keep the details of the Plan and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peers, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case Option Grantee is found in breach of this confidentiality Clause, the Company has undisputed right to terminate any agreement, and all unexercised Options 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 Option Grantee. In the event 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.
- 25.2 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 Plan 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 Plan*-----