

IIFL FINANCE LIMITED ESOP SCHEME

(Erstwhile- Indiainfoline- ESOP Scheme- 2008)

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1. Name, Objective and Term of the Plan

- 1.1** This Plan shall be called the "ESOP 2008".
- 1.2** The objective of the ESOP 2008 is to attract, retain and reward Employees performing Services for the Company by sharing the value created by them. Thus, motivating such Employees to contribute to the growth and profitability of the Company.
- 1.3** The ESOP 2008 is established as per the approval granted by the shareholders by a special resolution on December 15, 2008, and shall continue to be in force until (i) its termination by the Board of Directors or (ii) the date on which all the options available for issuance under the ESOP 2008 have been issued and exercised.
- 1.4** The Board of Directors may be subject to compliance with Applicable Laws, at any time alter, amend, suspend, or terminate the ESOP 2008.
- 1.5** Any such termination of the Scheme shall not affect Options already granted and such Options shall remain in full force and effect as if the Scheme had not been terminated unless mutually agreed otherwise between the Grantee / Nominee / Legal Heirs and the Company.

2. Definitions and Interpretation

2.1 Definitions

The terms defined in this ESOP 2008 shall for the purposes of this ESOP 2008, have the meanings herein specified and terms not defined in this ESOP 2008 shall have the meanings as defined in the SEBI Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Companies Act, 2013, SEBI (Share Based Employee Benefits And Sweat Equity) Regulations, 2021 or in any statutory modifications or re-enactments thereof, as the case may be.

- i. "Abandonment"** means the absence of an Employee from work for a period of 30 days or more without having communicated to the Company or its authorized representative in writing any reason of absence.
- ii. "Agreement"** means the Employee Stock Option Agreement between the Company and the Option Grantee evidencing the terms and

conditions of an individual Employee Stock Option. The Agreement is subject to the conditions of ESOP 2008.

- iii. **"Applicable Law"** means the legal requirements relating to Employee Stock Options, including, without limitation, the Companies Act, 2013, the SEBI Act, SEBI (SBEB & SE) Regulations, and all relevant tax, securities, exchange control, or corporate laws of India, or of any other relevant jurisdiction or of any stock exchange on which the shares are listed or quoted.
- iv. **"Associate Company"** shall have the same meaning as defined in section 2(6) of the Companies Act, 2013, as amended from time to time.
- v. **"Board"** means the Board of Directors of the Company.
- vi. **"Cash Mechanism"** means a route under which the Grantee will receive the Shares equivalent to the number of the Options exercised after the Grantee has made the payment of the Exercise Price and applicable tax in accordance with the terms and conditions of the Scheme and as mentioned in grant letter.
- vii. **"Committee"** means Nomination and Remuneration Committee of the Company, designated as Committee for the purpose of monitoring, administering, superintending, and implementing the Scheme in compliance with SEBI (SBEB & SE) Regulations.
- viii. **"Companies Act"** means The Companies Act, 2013 and includes any statutory modifications or re-enactments thereof.
- ix. **"Company"** means IIFL Finance Limited.
- x. **"Corporate Action"** means a change in the capital structure of the Company as a result of Bonus Issue, Rights Issue, Split of Shares and Consolidation of Shares.
- 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 Employee Stock Options to the employees.
- xiii. "Employee"** means
- a) An Employee as designated by the Company, who is exclusively working in India or outside India; or
 - b) A Director of the Company, whether a Whole Time Director or not, including a non-executive Director who is not a Promoter or member of the Promoter Group, but excluding an Independent Director;
 - c) an employee as defined in sub-clauses(a) or (b), of a group company including subsidiary or its associate company, in India or outside India, or of a holding company of the company, but does not include
 - a. an employee who is a promoter or a person belongs to the promoter group; or
 - b. a 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.
- xiv. "Employee Stock Option" or "Option"**, means the option granted to an Employee, which gives such Employee the right to purchase or subscribe at a future date the shares underlying the option at a pre-determined price.
- xv. "Exercise"** of an Option means expression of an intention by an Employee to the Company to purchase the Shares underlying the Options vested in
- xvi.** him, in pursuance of the ESOP 2008, in accordance with the procedure laid down by the company for exercise of options.

- xvii. **"Exercise Period"** means such time period after vesting within which the Employee can exercise the options vested in him in pursuance of the ESOP 2008.
- xviii. **"Exercise Price"** means the price payable by an Employee in order to exercise the Option granted to him in pursuance of the ESOP 2008.
- xix. **"Grant"** means issue of Options to the Employees under the ESOP 2008 under one or more grant.
- xx. **"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 other Company; or
 - ii. appoint more than fifty per cent of the members of the Board of Directors in the other Company; or
 - iii. control the management or affairs of the other Company.
- xxi. **"Holding Company"** shall have the same meaning as defined in section 2(46) of the Companies Act, 2013, as amended from time to time.
- xxii. **"Independent Director"** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
- xxiii. **"Long Leave"** means a leave approved by the company taken by the Grantee for a period of more than three months out of twelve months starting from the date of Grant / Vesting, as the case may be.

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

xxiv. "Market Price" means the latest available closing price on a recognized Stock Exchange on which the Shares of the Company are listed on the date immediately prior to the Relevant Date.

***Explanation** – If such shares are listed on more than one recognized stock exchange, then the closing price on the recognized stock exchange having higher trading volume shall be considered as the market price.*

xxv. "Option Grantee" means an Employee having a right but not an obligation to exercise an Employee Stock Option in pursuance of the ESOP 2008.

xxvi. "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 such Committee.

xxvii. "Promoter" means shall have the same meaning as defined in regulation 2 of SEBI (SBEB & SE) Regulations, as amended from time to time.

xxviii. "Promoter Group" means shall have the same meaning as defined in regulation 2 of SEBI (SBEB & SE) Regulations, as amended from time to time.

- xxix. "Recognised Stock Exchange"** means a stock exchange which has been Granted recognition under section 4 of the Securities Contracts (Regulation) Act, 1956.
- xxx. "Relevant Date"** means the date of the meeting of the Committee on which the Grant is made and in the case of exercise, the date on which the notice of exercise is given to the company by the Grantee.
- xxxi. "Retirement"** means retirement as per the rules of the Company.
- xxxii. "Scheme / Plan / ESOP 2008"** means this Employee Stock Option Plan 2008 under which the Company is authorized to grant Employee Stock Options to the Employees.
- xxxiii. "SEBI Act"** means the Securities & Exchange Board of India Act, 1992 as amended, and includes all regulations and clarifications issued there under.
- xxxiv. "SEBI (SBEB & SE) Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and shall include any alteration(s), amendment(s), addition(s), deletion(s), modification(s), or variation(s) thereof
- xxxv. "Shares"** means equity shares of the Company arising out of the exercise of Employee Stock Options granted under the ESOP 2008.
- xxxvi. "Subsidiary company"** means the present or future subsidiaries of the company.
- xxxvii. "Vesting"** means earning by the Option Grantee, of the right to apply for Shares of the Company against the Employee Stock Options granted to him in pursuance of the ESOP 2008.
- xxxviii. "Vesting Period"** means the period during which the vesting of the Employee Stock Option granted to the Employee, in pursuance of the ESOP 2008 takes place.

- xxxix. "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.
- xl. "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.

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;
- e)** a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.

3. Authority and Ceiling

- 3.1** The Shareholders in their meeting on December 15, 2008, has resolved to issue under ESOP 2008, Employee Stock Options exercisable into not more than 50,000,000 equity shares of face value Rs. 2 each of the company to Employees, with each such option conferring a right upon the Employee to apply for one equity share of the Company, in accordance with the terms and conditions of such issue.
- 3.2** If an Employee Stock Option lapses or is forfeited or surrendered under any provision of the Scheme, such Option, shall become available for future Grants unless otherwise determined by the Committee.

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

4. Administration

4.1 The Scheme shall be implemented through a direct route for extending the benefits to the eligible Employees by the way of fresh allotment and will follow Cash Mechanism.

4.2 The Company will allot fresh Shares to the Grantees upon successful exercise of Options in accordance with terms and conditions of the Scheme.

4.3 The ESOP 2008 shall be administered by the Committee. All questions of interpretation of the ESOP 2008 or any Employee Stock Option shall be determined by the Committee and such determination shall be final and binding upon all persons (including but not limited to, Grantee and/or Employee and their nominees / legal heirs) having an interest in the ESOP 2008 or such Employee Stock Option.

4.4 The Committee shall subject to Applicable Law, inter alia, have powers to do following:

- i.** To adopt rules and regulations for implementing the Scheme from time to time.
- ii.** To delegate its operational administration in whole or in part as it may decide from time to time to any person or sub-Committee.
- iii.** To decide upon re-granting of Options which were lapsed, forfeited or surrendered under any provisions of the Scheme.
- iv.** To increase the pool of Options to be granted under Scheme.
- v.** To increase the pool of Shares to be issued under Scheme.
- vi.** To identify the Employees eligible to participate in the Scheme.
- vii.** To finalize the Eligibility Criteria for Grant of Options.
- viii.** To determine the Employees eligible for Grant of Options.
- ix.** To decide upon granting of Options to new Joinees.
- x.** To determine the Grant Date.
- xi.** To Grant Options to one or more eligible Employees.

- xii.** To determine the number of Options to be granted to each Grantee and in aggregate subject to the pool of Options of the Scheme.
- xiii.** To decide the Exercise Period within which Employees can Exercise the Option.
- xiv.** To determine the Grant, Vesting and Exercise of Options for Employees on Long Leave.
- xv.** To decide the Vesting Period subject to minimum and maximum period of vesting as stated in Scheme.
- xvi.** To determine the vesting schedule for each Grantee.
- xvii.** To finalize the criteria's for vesting of Options.
- xviii.** To determine the Employees eligible for vesting of Options.
- xix.** To determine the method for exercising the Vested Options.
- xx.** To determine the Exercise Price of the Options to be Granted after giving due discount, if deems fit.
- xxi.** To decide upon treatment of Vested and Unvested Options in cases of cessation of employment as specified in the Scheme.
- xxii.** To decide upon the mode and manner of exercise.
- xxiii.** To allot Shares to Grantees upon exercise.
- xxiv.** To decide upon the treatment of Vested and Unvested Options in the event of Corporate Actions taking into consideration the following:
 - i.** the number and price of Options shall be adjusted in a manner such that the total value to the Grantee of the Options remains the same after the Corporate Action;
 - ii.** the Vesting Period and the life of Options shall be left unaltered as far as possible to protect the rights of the Grantee who has been granted such Options.
- xxv.** To cancel all or any granted Options in accordance with the Scheme.

- xxvi.** To modify the vesting schedule or accelerate the Vesting of Options on a case to case basis, subject to completion of minimum 1 year from the date of Grant.
- xxvii.** To decide upon treatment of Vested and Unvested Options in cases of dispute between the Grantee and Company.
- xxviii.** To establish, amend, suspend or waive such rules and regulations as it shall deem appropriate for the proper administration of the Scheme.
- xxix.** To appoint such agents as it shall deem necessary for the proper administration of the Scheme.
- xxx.** To determine or impose other conditions to the Grant of Options under the Scheme, as it may deem appropriate.
- xxxi.** To frame suitable policies and procedure to ensure that there is no violation of securities laws, including the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 as amended, by the Company or the Employees.
- xxxii.** To determine the procedure for buy-back of Options Granted under the Scheme, if to be undertaken at any time by the Company, and the applicable terms and conditions in accordance with the Applicable Law.
- xxxiii.** To determine the terms and conditions, not inconsistent with the terms of the Scheme, of any Option Granted hereunder.
- xxxiv.** To approve forms or agreements for use under the Scheme.
- xxxv.** To decide all other matters that must be determined in connection with an Option under the Scheme.
- xxxvi.** To construe and interpret the terms of the Scheme, and the Options Granted pursuant to the Scheme.
- xxxvii.** To Frame rules and regulations, prescribe forms and issue circulars or orders in relation to the Scheme and may from time to time amend, recall or replace such rules and regulations, forms, orders and circulars.

4.5 The powers and functions of the Committee can be specified, varied, altered or modified from time to time by the Board of Directors, subject to the rules and regulations as may be in force. The Board of Directors may further provide that the Committee shall exercise certain powers only after consultation with the Board of Directors and in such case, the said powers shall be exercised accordingly.

4.6 A member of the Committee shall abstain from participating in and deciding on any matter relating to the Grant of any Options to himself.

5. Eligibility and Applicability

5.1 The employees of the company and its subsidiaries, Holding, Associate, and Group companies are eligible for being granted Employee Stock Options under ESOP 2008. The specific employees to whom the options would be granted and their eligibility criteria would be determined by the Committee.

5.2 The Scheme shall be applicable to the Company, Subsidiary companies in India and abroad or its Holding Company and any successor company thereof, Associate companies, Group companies and may be granted to the Employees and Directors of the above Companies as determined by the Committee on its own discretion.

5.3 Nothing in the Scheme or in any Option granted pursuant to the Scheme shall confer on any Employee, any right to continue in the employment of the Company or interfere in any way with the right of the Company to terminate the Employee's employment at any time.

6. Grant of Options:

6.1 The Committee shall Grant Options to one or more eligible Employees, in accordance with the terms and conditions of the Scheme for the time being in force and subject to Employee's employment terms or his continuity in the employment.

- 6.2** The Grant of Options shall be communicated to the eligible Employees in writing through Grant Letter specifying the Vesting Date, number of Options granted, Exercise Price, vesting schedule, and the other terms and conditions thereof.
- 6.3** No amount shall be payable by an Employee at the time of Grant of Options.
- 6.4** Subject to the Corporate Action(s) taken by the Company, if any, the Grant of 1 (One) Option to an Employee under this Scheme shall entitle the Grantee to apply for 1 (One) Share in the Company upon payment of Exercise Price, applicable taxes and other charges, if any.

7. Vesting Schedule

- 7.1** Options granted under ESOP 2008 would vest within a period of five years subject to a minimum period of one year from the date of grant of such options. Vesting of options would be subject to continued employment with the Company. The Committee may specify that the options would vest subject to elapse of time, or meeting certain performance parameters, or a combination of both. The specific vesting schedule and conditions subject to which vesting would take place would be outlined in the Notice of Grant given to the option grantee at the time of grant of options (subject to the minimum and maximum vesting period as specified above). The Option Grantee's Service with the Company shall not be deemed to terminate if the Option Grantee takes any sick leave or any other bona fide leave of absence approved by the Company and will be treated as continuous service by an Option Grantee for the purpose of the ESOP 2008.
- 7.2** Further any fraction entitlement, to which the Grantee would become entitled to upon Vesting of Options, then the Options to be actually vested be rounded off to the nearest lower integer. Accordingly, in the last vesting, the number of the Options to be vested shall include the Options which was not earlier vested due to fraction adjustment.

7.3 The Grantee is not required to pay any amount at the time of Vesting of Options.

8. Exercise

8.1 Under this Scheme, the Exercise Price will be decided by the Committee on the basis Market Price as defined in the Scheme.

8.2 The Committee has a power to provide a suitable discount on such price as arrived above. However, in any case the exercise price shall not go below the par value of Share of the Company.

8.3 Payment of the Exercise Price and applicable taxes thereon shall be made by a Grantee via crossed cheque or a demand draft drawn in favour of the Company or in such other manner as the Committee may decide.

8.4 The Employee Stock Options granted shall be capable of being exercised either wholly or partly within a period of five years from the date of Grant of the respective Employee Stock Options, beyond which the options would lapse. The options cancelled or lapsed without being exercised will be available for further grant under the scheme.

8.5 In the event of the death of an Employee while in employment with the Company, all the Vested and Unvested Options granted as on date of death would vest in the legal heirs / nominee of the Grantee on that day. The Options would be exercisable by the legal heirs / nominee immediately after, but in no event later than one year from the date of death.

8.6 In the event of separation of an Employee from the Company due to reasons of Permanent Incapacity while in employment, all Option granted to Grantee as on date of Permanent Incapacity would vest in Grantee on that day. The Options would be exercisable by Grantee immediately after Permanent Incapacity but in no event later than one year from the date of Permanent Incapacity.

8.7 In the event of separation from employment for reasons of normal retirement or a

retirement specifically approved by the Company, all Options (both vested and unvested) should be exercised by the Option Grantee immediately after, but in no event later than three months from the last working day with the Company or five years from the date of grant, whichever is earlier.

- 8.8** In the event of separation due to resignation prior to retirement, *(not due to misconduct, moral turpitude or ethical/ compliance violations or like event)* all Unvested Options on the date of submission of resignation shall stand cancelled with effect from that date. However, all Vested Options as on that date shall be exercisable by the employee immediately but not later than one month from the last working day with the company or five years from the date of grant, whichever is earlier.
- 8.9** In the event of abandonment of employment by an Option Grantee without the Company's consent, all Employee Stock Options granted to such employee, including the Vested Options, which were not exercised at the time of abandonment of employment, shall stand cancelled. The Committee, at its sole discretion shall decide the date of cancellation of options and such decision shall be binding on all concerned.
- 8.10** In the event of termination of the employment of an Option Grantee for misconduct or due to breach of policies or the terms of employment of the Company, all Employee Stock Options granted to such employee, including the Vested Options which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination.
- 8.11** In the event of a Grantee going on **Long Leave**, the treatment of Options Granted to him/her, whether vested or not, shall be determined by the Committee, whose decision shall be final & binding.
- 8.12** In the event of separation of an option grantee from the employment due reasons other than those mentioned in clauses 8.5, to 8.11 the Committee, at its sole discretion may decide the treatment of all Vested (unexercised) and Unvested options.

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

8.14 In the event that an employee who has been granted benefits under a scheme, is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing company, prior to the vesting or exercise, the treatment of options in such case shall be specified in such scheme of arrangement, amalgamation, merger or demerger provided that such treatment shall not be prejudicial to the interest of the employee.

8.15 The Committee may modify the terms for cessation of employment as mentioned in foregoing paras 8.5 to 8.14.

9. Lock in requirements:

9.1 The Shares allotted to the Grantees pursuant to Exercise of Options shall not be subject to any lock-in period from the date of allotment. The Grantee is free to sell the shares.

10. Other Terms and Conditions

10.1 The Employee shall not have a right to receive any dividend or to vote or in any manner enjoy the benefits of a shareholder in respect of Employee Stock Options granted, till Shares underlying such Employee Stock Options are allotted on Exercise of such Employee Stock Option.

10.2 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company in respect of any Shares covered by the Grant unless the Option Grantee Exercises the Employee Stock Option and becomes a registered holder of the Shares of the Company.

10.3 No person other than the Employee to whom the Employee Stock Option is

granted shall be entitled to Exercise the Employee Stock Option except in the event of the death of the Option Grantee holder, in which case clause 8.5 would apply.

- 10.4** The Employee Stock Option shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 10.5** The maximum quantum of benefits that will be provided to every eligible Employee under the Scheme will be the difference between the market value of Company's Share on the Recognized Stock Exchanges as on the Date of Exercise of Options and the Exercise Price paid by the Employee.
- 10.6** The Grantee shall abide by the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 as may be amended from time to time, Company's Code of Conduct for prevention of insider trading and Code of practices and procedures for fair disclosure of unpublished price sensitive information adopted by the Company under SEBI (Prohibition of Insider Trading) Regulations, 2015. Further, the Grantee shall indemnify and keep indemnified the Company in respect of any direct or indirect liability arising as a result or consequence of the violation of above, if applicable.

11. Deduction of Tax

- 11.1** The Company shall have the right to deduct from the employee's salary or recover from the employee otherwise, any of the employee's tax obligations including Fringe Benefit Tax and such other tax as may be levied, on the company or on behalf of the employee arising in connection with the Employee Stock Option or the Shares acquired upon the Exercise thereof. 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.

12. Consequence of Failure to Exercise Employee Stock Option.

- 12.1** The vested Options not so exercised within the exercise period shall lapse irrevocably and the rights there under shall be extinguished and such lapsed

options shall be available for further grants.

- 12.2** The amount paid by the Employee may be refunded to the Employee, if the said granted options are not vested or exercised as per the ESOP 2008.

13. Authority to vary terms

- 13.1** The Committee may, if it deems necessary, vary the terms of ESOP 2008, subject to the applicable laws.

14. Miscellaneous

- 14.1** Government Regulations:

This ESOP 2008 shall be subject to all Applicable Laws, and approvals from governmental authorities. The Grant and the allotment of shares under this ESOP 2008 shall also be subject to the Company requiring Employees to comply with all Applicable Laws and be subject to the approval of the Company's Counsel.

- 14.2** Inability to obtain authority:

The inability of the Company to obtain authority from any regulatory body having jurisdiction, 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.

- 14.3** The grant of an Employee Stock 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 of the Company, give such person any right entitlement or expectation to have an Employee Stock Option granted to him in respect of any number of shares or any expectation that an Employee Stock Option might be granted to him whether subject to any condition or at all.

- 14.4** Neither the existence of this Plan nor the fact that an individual has on any occasion been granted an Employee Stock 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 Employee Stock Option on any other occasion.
- 14.5** The rights granted to an Option Grantee upon the grant of an Employee Stock 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 of the group for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 14.6** 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 Employee Stock Option in whole or in part 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).

15. Disclosure and Accounting Policies:

- 15.1** The Company shall comply with the requirements of IND – AS 102 and shall use Fair value method and the fair value of Options would be calculated as per the prescribed method under the applicable regulations.
- 15.2** Compensation cost will be booked in the books of account of the Company over the vesting period.
- 15.3** The Company shall comply with the disclosure requirements and accounting policies specified in the SEBI (SBEB & SE) Regulations 2021.

16. Notices

- 16.1** All notices of communication required to be given by the Company to an Option Grantee by virtue of this ESOP 2008 shall be in writing and shall be sent to the address of the Option Grantee available in the records of the Company and any communication to be given by an Option Grantee to the Company in respect of ESOP 2008 shall be sent to the address mentioned below:

Company Secretary
IIFL Finance Limited
802, Hubtown Solaris, Teli Gali, Vijay Nagar,
Andheri- (East), Mumbai- 400069

17. Governing Law and Jurisdiction

- 17.1** The terms and conditions of the ESOP 2008 shall be governed by and construed in accordance with the laws of India.
- 17.2** The Courts of Mumbai, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOP 2008.
- 17.3** Nothing in this Clause will however limit the right of the Company to bring proceedings against any Employee in connection with this ESOP 2008:

in any other court of competent jurisdiction; or

- (ii) concurrently in more than one jurisdiction.

18. Income Tax Rules

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

