

**FFSIL- Employees Stock Option Plan 2017
SCHEME CUM DISCLOSURE DOCUMENT**

PART A
STATEMENT OF RISKS

All investments in shares or options on shares are subject to risk as the value of shares may go down or up. In addition, employee stock options are subject to the following additional risks:

1. Concentration: The risk arising out of any fall in value of shares is aggravated if the employee's holding is concentrated in the shares of a single Company.
2. Leverage: Any change in the value of the share can lead to a significantly larger change in the value of the option as an option amounts to a levered position in the share.
3. Illiquidity: The options cannot be transferred to anybody, and therefore the employees cannot mitigate their risks by selling the whole or part of their options before they are exercised.
4. Vesting: The options will lapse if the employment is terminated prior to vesting. Even after the options are vested, the unexercised options may be forfeited if the employment is terminated for misconduct.

PART B
INFORMATION ABOUT THE COMPANY

1. Business of the Company: A description of the main objects and present business of the Company.

History:-

The Company was incorporated as 'Fortune Financial Services (India) Private Limited' on June 14, 1991 in the Republic of India as a private limited company under the Companies Act, 1956. The Company was converted into a public company and consequently the name of our Company was changed to Fortune Financial Services (India) Limited *vide* certificate of change of name dated October 20, 1994 issued by the Registrar of Companies, Maharashtra.

The Company was originally promoted by Mr. J. T. Poonja and Mr. Nimish C. Shah to carry on the business of leasing and financing activities. In the year 1995, our Company made an initial public offering of 31,00,100 Equity Shares (including 6 lakhs equity shares allotted to the erstwhile promoters, directors and their relatives and friends) of face value ` 10/- each at an issue price of ` 30 each and got listed on BSE, Delhi Stock Exchange Limited, Ahmedabad Stock Exchange Limited and Madras Stock Exchange Limited. In the year 2002, 2003 and 2004, our Company voluntarily delisted from Madras Stock Exchange Limited, Ahmedabad Stock Exchange Limited and Delhi Stock Exchange Limited respectively. Presently, the equity shares of our Company are listed on BSE.

In the month of December 2014, the present Promoter acquired control of our Company pursuant to the terms of an open offer.

In 2015 the Company surrendered the Merchant Banking registration certificate to SEBI. As of now the Company is engaged in the business of Financial Consultancy and Advisory services. It's also engaged in trading activities. The Company has verticals to carry on various financial related businesses.

In the year 2018 company changed its Name from Fortune Financial Services (India) Limited to The Investment Trust of India Limited.

Company has following subsidiaries:-

- 1) ITI Securities Broking Limited
- 2) ITI Credit Limited
- 3) Fortune Management Advisors Limited
- 4) Antique Stock Broking Limited
- 5) ITI Capital Limited
- 6) Distress Asset Specialist Limited
- 7) ITI Mutual Fund Trustee Private Limited
- 8) ITI Wealth Management Limited
- 9) ITI Gilts Limited
- 10) ITI Alternate Funds Management Limited
- 11) ITI Jewel Charter Limited
- 12) ITI Asset Management Limited
- 13) ITI Gold Loans Limited
- 14) ITI Growth Opportunity LLP
- 15) Intime Multi Commodity Company Limited
- 16) Neue Allianz Corporate Services Private Limited
- 17) Antique Stock Broking (IFSC) Limited

Main objects:-

To carry on the business of leasing company, finance company, to undertake all types of leasing relating to machinery, plant, equipment, ships, vehicles, aircraft, rolling stock, moveable and immovable property, to undertake bills discounting business, to purchase, finance, discount, rediscount, bills of exchange, to act as a discount and acceptance house, to arrange acceptance or co-acceptance of bills, borrow, to lend, to negotiate loans, to transact business as financiers, monetary agents.

1. (a) To carry on the business as share and stock brokers, finance brokers, underwriters, sub-underwriters, agents and brokers for acquiring, trading, dealing in converting stocks, shares and securities of all kinds, brokers for units of Unit Trust of India, brokers for debentures, bonds, Government securities, of all kinds and to carry on the above business in India and abroad. (So long as the company is engaged in stock broking as a member of any recognised Stock Exchange in India, it will engage itself in only such business as a member of a recognised Stock Exchange in India, is permitted to engage in under the Securities and Contracts (Regulation) Rules, 1957, and the Rules, bye-laws and Regulations of the Stock Exchange.

(b) To act as portfolio managers, portfolio advisors, to engage in the business of rendering corporate advisory service, manage portfolio of securities, provide financial advisory manage investment pools, mutual funds, syndicate in shares' stocks, securities and finance, to act as fund managers, asset managers, to mobilize and manage funds of any person or company investment in various securities including but not limited to stocks, shares, debentures, bonds, mutual fund units, bank deposits, pension funds, superannuation funds, derivatives, commodities and to pass on the benefit of portfolio investments to the investors as dividend, bonus, interest and to provide complete range of portfolio management services and personal financial services.

Present business:-

Presently the Company is engaged in providing financial and advisory services to the clients and also trading in goods.

2. Risk Factors and Management perception of the risk factors for the Company (i.e. sensitivity to foreign exchange rate fluctuations, difficulty in availability of raw materials or in marketing of products, cost/time overrun etc.

The Company shall disclose the same to the option grantee/s at the time of each grant.

3. Continuing disclosure requirement: The option grantee shall be provided copies of all documents that are sent to the members of the Company. This shall include the annual accounts of the Company as well as notices of meetings and the accompanying explanatory statements.

TURES OF THE SCHEME

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The Investment Trust of India Limited

Regd office: ITI House 36, Dr. R. K. Shirodkar Marg,
Parel, Mumbai 400 012



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1. Name, Objective and Term of the Scheme

- 1.1 This Scheme shall be called 'FFSIL - Employees Stock Option Plan 2017' ("ESOP - 2017").
- 1.2 The objective of ESOP - 2017 is to reward the eligible Employees of the Company and its Subsidiary Company (ies) in India and abroad for their performance and to motivate them to contribute to the growth and profitability of the Company. The Company also intends to use this Scheme to attract and retain talents in the organization. The Company views Employee Stock Options as instruments that would enable the Employees to get a share in the value they create for the Company in future.
- 1.3 ESOP - 2017 will be effective on approval by the shareholders by way of special resolution in their Annual General Meeting scheduled to be held on 08th September, 2017 and shall continue to be in force until (i) its termination by the Board, or (ii) the date on which all of the Employee Stock Options available for issuance under the ESOP - 2017 have been issued and exercised, whichever is earlier.
- 1.4 The Board of Directors or the Committee as authorized may subject to compliance with Applicable Laws, at any time alter, amend, suspend or terminate the ESOP - 2017.

2. Definitions and Interpretation

2.1 Definitions

- i. **"Acceptance Form"** shall mean the form (annexed hereto as Annexure 2) that the Grantee has to submit indicating his/her acceptance of the offer made to him/her to participate in the Scheme within the prescribed time limit specified in the Scheme.
- ii. **"Applicable Law"** means every law relating to Employee Stock Options, to the extent applicable, including and without limitation to the Companies Act, Securities and Exchange Board of India Act, 1992, Securities And Exchange

Board Of India (Share Based Employee Benefits And Sweat Equity) Regulations, 2021 ("SEBI (SBEB&SE) Regulations, 2021), and all relevant tax, securities, exchange control or corporate laws of India, or amendments thereof or of any relevant jurisdiction or of any Stock Exchange on which the Shares are listed or quoted.

- iii. **"Beneficiary"** or **"Nominee"** means the person or persons designated by the Participant in writing and by the Nomination Form (annexed hereto as Annexure 3) and such other persons as may be added from time to time to the class of beneficiaries by notice in writing and by the Nomination Form in exercise of the powers conferred under the Scheme, or in the absence of any such designation by the Participant, a person or persons who is/are entitled by the will or probate of the Participant to receive the benefits specified in the Scheme, the legal heirs of the Participant, if the Participant dies intestate provided that such legal heir of such Grantee produces before the Company all such documents as may be required by the Company to prove the succession to the assets of the deceased Grantee and includes the Participant's executors or administrator, if no other Beneficiary is designated and able to act under the circumstances;
- iv. **"Board"** means the Board of Directors of the Company.
- v. **"Cause"** 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 misconduct or breach of terms of employment as determined by the Board after giving the Employee an opportunity of being heard:
 - (i) dishonest statements or acts of an Employee, with respect to the Company;
 - (ii) a felony or any misdemeanor 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 Company including the reasons of non-performance;
 - (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.
- vi. **"Companies Act"** means the Companies Act, 2013 and rules made thereunder and include any statutory modifications or re-enactments thereof.
- vii. **"Committee"** means Nomination and Remuneration Committee of the Board as constituted in accordance with Section 178 of the Companies Act, 2013, as amended from time to time and Securities Board Of India (Listing Obligations And Disclosure Requirements) Regulations, 2015 and will also constitute as the Compensation Committee for the purposes of Securities And Exchange Board Of India (Share Based Employee Benefits And Sweat Equity) Regulations, 2021 ("SEBI (SBEB&SE) Regulations, 2021).
- viii. **"Company"** means The Investment Trust of India Limited (Formerly known as 'Fortune Financial Services (India) Limited), a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at ITI House, 36 Dr. R. K. Shirodkar Marg, Parel, Mumbai 400 012
- ix. **"Director"** means a member of the Board of the Company.
- x. **"Grant Letter"** or **"Letter of Grant"** means the letter issued by the Company (as per format annexed hereto as Annexure 1) by which Grant of a ESOP is

communicated to the Grantee by the Company, whether in physical or electronic mode, intimating the Eligible Employee, inter alia, of the ESOP Granted to them for acquiring a specified number of Shares at the Exercise Price, as the case may be, along with details/other terms and conditions as regard to Vesting and Exercise of Units.

- xi. **“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.
- xii. **“Employee”** means (i) a permanent employee of the Company working in India or out of India; or (ii) Director of the Company whether whole-time or not, and (iii) an employee defined in Sub-clauses (i) and (ii) hereof of one or more Subsidiary Company(ies) whether in or outside India, but does not include:
 - a. an employee who is a Promoter or a person belonging to the Promoter Group;
 - b. a Director who either by himself /herself or through his/her relatives or through any Body Corporate, directly or indirectly, holds more than 10% of the issued and subscribed Equity Shares of the Company; and
 - c. An Independent Director within the meaning of the Companies Act and under Securities Board of India (Listing Obligations and Disclosure Regulations) Regulations, 2015.
- xiii. **“Employee Stock Option”** means the option granted to an Employee, which gives such Employee the right, but not an obligation, to purchase at a future date the Shares underlying the option at a pre-determined price.
- xiv. **“Equity Shares”** means fully paid-up Equity Shares of the Company of face value of Rs. 10 (Rupees Ten) each.

- xv. **“ESOP - 2017”** means Employees Stock Option Plan 2017 under which the Company is authorized to grant Employee Stock Options to the Employees.
- xvi. **“Exercise”** means making of an application by an Employee to the Company for issue of Equity Shares against Vested Options in pursuance of the ESOP - 2017, in accordance with the procedure laid down by the Company for such exercise.
- xvii. **“Exercise Form”** means the letter (annexed hereto as Annexure 4) by which exercise of a ESOP is communicated by the Participant to the Company.
- xviii. **“Exercise Period”** means such time period after Vesting within which the Employee should exercise the Options vested in him in pursuance of the ESOP - 2017.
- xix. **“Exercise Price”** means the price payable by an Employee in order to exercise the Options granted to him/her in pursuance of the ESOP - 2017.
- xx. **“Fair Value of the Option”** means the value computed in respect of the Options granted based on the date of grant by use of mathematical/statistical model such as Black Scholes.
- xxi. **“Grant”** means issue of Options to the Employees under the ESOP - 2017.
- xxii. **“General Meeting”** means an annual general meeting or an extraordinary general meeting or Postal Ballot held by the Company in compliance with the Companies Act, 2013.
- xxiii. **“Grantee”** means an Employee who receives an offer of Options from the Company or the Committee under the Scheme.
- xxiv. **“Intrinsic Value”** means the excess of the Market Price of the Share over the Exercise Price of the Option (including up-front payment, if any
- xxv. **“Long Leave”** means a sanctioned leave in excess of 60 days without break.

- xxvi. **“Market Price”** means the latest available closing price, prior to the date of grant of Options by the Board/ Committee, on the recognized Stock Exchange on which the Shares of the Company are listed. In case Shares are listed on more than one Stock Exchange, then the closing price on the Stock Exchange where the highest trading volume on the said date shall be considered.
- xxvii. **“Option”** means Employee Stock Option within the meaning of this Scheme.
- xxviii. **“Option Grantee”** means an Employee who has been granted an Employee Stock Option in pursuance of the ESOP - 2017.
- xxix. **“Permanent Disability”** means any incapacity of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Board/ Committee based on a certificate of a medical expert identified by the Company.
- xxx. **“Promoter”** shall have the same meaning as assigned to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (“SEBI (ICDR) Regulation, 2018), as amended.
- xxxi. **“Promoter Group”** shall have the same meaning assigned to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (“SEBI (ICDR) Regulation, 2018), as amended.
- Provided that** where the Promoter or Promoter Group of the company is a body corporate, the Promoters of that body corporate shall also be deemed to be Promoter of the Company.
- xxxii. **“Retirement”** means retirement as per the rules of the Company.

- xxxiii. **“SEBI”** means the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992.
- xxxiv. **“SEBI (SBEB&SE) Regulations, 2021”** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended and reenacted from time to time and includes any clarifications or circulars issued thereunder.
- xxxv. **“Shares”** means Equity Shares of the Company within the meaning of this Scheme.
- xxxvi. **“Stock Exchange”** means the National Stock Exchange of India, Bombay Stock Exchange Ltd, or any other Stock Exchange in India on which the Company’s Shares are listed or to be listed in future and shall have the same meaning attributed to it under Section 2(j) of the Securities Contracts (Regulation) Act, 1956.
- xxxvii. **“Scheme”** means Fortune Financial Services (India) Limited - Employees Stock Option Plan 2017.
- xxxviii. **“Subsidiary”** means a subsidiary of the Company as per the definition under Section 2 (87) of the Companies Act, 2013.
- xxxix. **“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.
- xl. **“Vesting”** means earning by the Option Grantee, of the right to Exercise the Options granted to him in pursuance of the ESOP - 2017.
- xli. **“Vesting Condition”** means any condition subject to which the Options granted would vest in an Option Grantee.

- xlii. **“Vesting Period”** means the period during which the vesting of the Employee Stock Option granted to the Employee, in pursuance of ESOP - 2017 takes place.
- xliii. **“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.

2.2 Interpretation

In this Scheme, unless the contrary intention appears:

- a) the clause headings are for ease of reference only and shall not be relevant 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) reference to Company shall refer to the Company and / or Subsidiary Company where the contexts so requires, in case Options are granted to the employees of Subsidiary Company in future.

Words and expressions used and not defined herein but defined in the 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.

3. Authority

- 3.1 On passing the special resolution dated 08th September , 2017, the Company shall be authorized by the shareholders to issue to the Employees under ESOP- 2017, not exceeding 30,00,000 Employee Stock Options convertible into not more than 30,00,000 Shares of face value of Rs. 10/- (Rupees Ten) each fully paid-up, with each

such Option conferring a right upon the Employee to be issued one Share of the Company, in accordance with the terms and conditions of such issue.

- 3.2 The maximum number of Options that shall be granted to any specific Employee of the Company or of its Subsidiary Company under ESOP 2017, in any financial year and in aggregate under the ESOP 2017 shall not exceed 1% of the issued Equity Share Capital (excluding outstanding warrants and conversions) of the Company and in aggregate if the prior specific approval from members of the Company through a special resolution to this effect is not obtained. The appraisal process for determining the eligibility of the employees will be decided by the Committee from time to time.
- 3.3 If an Employee Stock Option expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Employee Stock Options pool and shall become available for future grants, subject to compliance with the provisions of the Applicable Laws.
- 3.4 Where Shares are allotted consequent upon Exercise of an Employee Stock Option under the ESOP - 2017, the maximum number of Shares that can be allotted under ESOP - 2017 as referred to in Sub-clause 3.1 above shall stand reduced to the extent of such Shares allotted.
- 3.5 In case of a Share split, merger, demerger, sale of division, consolidation, rights issues, bonus issues and other corporate actions, if the revised face value of an Equity Share is less or more, as the case may be, than the current face value as prevailing on the date of coming into force of this Scheme, the maximum number of Shares available under ESOP - 2017 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 split or consolidation remains unchanged after such split or consolidation.

4. Administration

- 4.1 The ESOP - 2017 shall be administered by the Nomination and Remuneration Committee. . All questions of interpretation of the ESOP - 2017 shall be determined

by the Board/ Committee and such determination shall be final and binding upon all persons having an interest in the ESOP - 2017.

4.2 The Board/Committee shall in accordance with this Scheme and Applicable Laws determine the following:

- (a) The Eligibility Criteria for grant of Employee Stock Options to the Employees
- (b) The quantum of Employee Stock Options to be granted under the ESOP - 2017 per Employee subject to ceiling specified in Sub-clause 3.1.1;
- (c) Terms and conditions in respect of grant to, vest in and exercise of Options by the Employees and determination of exercise price which may be different for different class/ classes of Employees falling in the same tranche of grant of Options issued under ESOP - 2017;
- (d) The procedure for making a fair and reasonable adjustment in case of corporate actions such as merger, demerger, sale of division, stock-split, stock consolidation, rights issues, bonus issues and others;
- (e) The procedure and terms for the Grant, Vest and Exercise of Employee Stock Options in case of employees who are on long leave;
- (f) Deciding on disallowance of options in case of misconduct on the part of Option Grantee.
- (g) The procedure for Vesting in case of termination of employment, if required;
- (h) The procedure for cashless exercise of Employee Stock Options, if required; and
- (i) Approve forms, writings and/or agreements for use in pursuance of the ESOP - 2017.

4.3 The Board/Committee shall frame suitable policies and procedures to ensure that there is no violation of securities laws 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 the Securities Market) Regulations, 2003 by the Company and its Employees, as applicable.

5. Grant of Option

5.1 Subject to clause 3.1 and 4.2 above, NRC Shall offer the ESOP to a Grantee in accordance with the terms and conditions of the scheme.

5.2 ESOP may be granted to eligible Employees.

5.3 The Grant of the ESOP approved by the NRC shall be communicated to the Grantee in writing (physical/electronic) within a period of 10 days from the Grant Date by a Grant Letter, (stating, inter alia, the number of ESOP Granted, the Exercise Price and the Closing date of accepting the Grant as per the Scheme) along with the copy of the Scheme, Disclosure Document as prescribed under SBEB & SE Regulation, Blank Acceptance Form and Blank Nomination Form.

5.4 The Closing Date shall be 30 days from the date of the Grant Letter, for communicating unless otherwise notified by the NRC.

5.5 An offer made under this Clause is personal to the Grantee and cannot be transferred in any manner whatsoever.

6. Acceptance of Grant

6.1 Upon receipt of a duly completed Acceptance Form (physical or electronic) from the Grantee in respect of the Grant before the Closing Date, the Grantee shall become a Participant.

- 6.2 The Grant of any ESOPs to any Grantee, who fails to return the Acceptance Form (physical or electronic) within the time prescribed in the Grant Letter, or the Acceptance Form is received by the Company after the Closing date, the ESOP's granted to such Grantee shall be considered automatically accepted

7. Eligibility and Applicability

- 7.1 Only Employees within the meaning of this Scheme are eligible for being granted Stock Options under ESOP - 2017. The specific Employees to whom the Stock Options would be granted and their Eligibility Criteria would be determined by the Board/Committee.
- 7.2 The Scheme shall be applicable to the Company and any successor Company thereof, Subsidiary Companies and may be granted to the Employees and Directors of the Company, of the Subsidiary Company, as determined by the Board/Committee at its own discretion.

Provided that in case of any Grant of Option to the Employees of Subsidiary Company, prior approval of the Shareholders shall be obtained as per provisions of the Applicable Laws.

8. Vesting Schedule and Vesting Conditions

- 8.1 The options granted shall vest so long as an employee continues to be in the employment of the Company or the Subsidiary Company as the case may be. The Committee may, at its discretion, lay down certain performance metrics on the achievement of which such options would vest, the detailed terms and conditions relating to such vesting, and the proportion in which options granted would vest subject to the minimum vesting period of 1 (One) year.

- 8.2 The vesting dates in respect of the options granted under the Scheme may vary from employee to employee or any class thereof and/or in respect of the number or percentage of options granted to an employee.
- 8.3 Options shall vest essentially based on continuation of employment and apart from that the Board or Committee may prescribe achievement of any performance condition(s) for vesting. Vesting/lock-in period and the vesting may occur in tranches or otherwise.
- 8.4 Options granted under ESOP 2017 would vest subject to maximum period of 5 (five) years from the date of grant of such options.
- 8.5 The specific vesting schedule and conditions subject to which vesting would take place would be outlined in the document(s) given to the Option Grantee at the time of grant of Options.

9. Exercise

9.1 Exercise Price:

- (a) The Exercise Price shall be equal to face value of shares i.e. Rs. 10 per Option or any other price as decided by the Compensation and Remuneration Committee. In any case, the Exercise Price per Option shall not be less than the face value of shares and it may be different for different class/ classes of Employees falling in the same tranche of grant of Options issued under ESOP- 2017.
- (b) Payment of the Exercise Price shall be made by a crossed cheque or a demand draft drawn in favour of the Company, or by any other payment methods prevalent in RBI recognized banking channels or in such other manner and subject to such procedures as the Board/Committee may decide.

9.2 Exercise Period:

(a) While in employment:

- (i) The Exercise period shall not be more than 5 years from the date of respective vesting of Options. The options granted may be exercised by the Grantee at one time or at various points of time within the exercise period as determined by the Committee from time to time.
- (ii) The Vested options shall be deemed to be validly exercised only when the Company receives duly completed and signed Exercise Form as per Annexure 4 (physical or electronic) from the Participant.

(b) Exercise Period in case of separations: Options can be exercised as per provisions outlined below:

Sr. No.	Separations	Vested Options	Unvested Options
1	Resignation	All Vested Options as on date of submission of resignation may be exercised by the Option Grantee on or before his last working day with the Company and its Subsidiary.	All Unvested Options on the date of submission of resignation shall stand cancelled with effect from that date.
2	Termination (With or without cause)	All Vested Options which were not allotted at the time of such termination shall stand cancelled with effect from the date of such termination.	All Unvested Options on the date of such termination shall stand cancelled with effect from the termination date.

3	Retirement or early Retirement approved by the Company	All Vested Options as on date of retirement may be exercised by the Option Grantee within permitted exercise period.	All Unvested Options shall vest immediately on the last date of working or 12 months from the date of grant, whichever is later and may be exercised by the Option Grantee within permitted exercise period.
4	Death	All Vested Options may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than 6 months from the date of Death.	All the Unvested Options as on the date of death shall vest immediately and may be exercised by the Option Grantee's nominee or legal heir/s within 6 months from the date of Death.
5	Permanent Disability	All Vested Options may be exercised by the Option Grantee or, if the Option Grantee is himself, unable to exercise due to such disability, the nominee or legal heir, immediately after, but in no event later than 6 months from the date of such disability.	All the Unvested Options as on the date of such Permanent Disability shall vest immediately and can be exercised by the Option Grantee or, if the Option Grantee is himself unable to exercise due to such incapacity, the nominee or legal heir immediately after, but in

			no event later than 6 months from the date of such disability.
6	Abandonment*	All the Vested Options shall stand cancelled .	All the Unvested Options shall stand cancelled .
7	Other reasons apart from those mentioned above	The Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of separation shall stand cancelled with effect from that date.

*The Board/Committee, at its sole discretion shall decide the date of cancellation of Option's and such decision shall be binding on all concerned.

- 9.3 In the event of transfer of an Employee from the Company to its Subsidiary Company, the Unvested Options as on the date of transfer, shall continue to vest as per the original vesting schedule and be exercised, subject to the compliance of the Applicable Laws.
- 9.4 The Options not exercised within the Exercise Period shall lapse and the Employee shall have no right over such lapsed or cancelled Options.
- 9.5 Under the Scheme, the Company will issue fresh shares as and when the Vested Option are exercised by the Participant/Beneficiaries.
- 9.6 Only upon allotment of the Shares, the Participants/Nominees shall become members/shareholders of the Company.
- 9.7 Subject to the adjustment(s) stated in clause 12.3 above, neither the Participant/Grantee/Beneficiary shall have any rights of a shareholder of the Company (for example: voting rights, dividend rights, bonus or right shares, etc.)

with respect to the ESOPs granted until the same are Exercised and the Shares are allotted and issued by the Company in accordance with this Scheme.

10. Beneficiary/Nominee designation

- 10.1 Each Participant under the Scheme may nominate, from time to time, any Beneficiary or Beneficiaries to whom any benefit accrued to such Participant under the Scheme is to be delivered in case of his or her death before he or she receives all of such benefit. Each such nomination shall revoke all prior nominations by the same Participant, shall be in the Nomination Form and will be effective only when filed by the Participant in writing with the Company during the Participant's lifetime.

11. Lock-in

- 11.1 The Shares issued upon exercise of Options shall have a lock in period of (Two) 2 years and after completion of (Two) 2 years can be freely transferable.

Provided that the transferability of the Shares shall be subject to the restriction for such period in terms of the Securities Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended from time to time or for such other period as may be stipulated from time to time in terms of Company's Code of Conduct for Prevention of Insider Trading.

12. Exit route in case of de-listing

- 12.1 If the Company gets de-listed from all the recognized Stock Exchanges, then the Board shall have the powers to set out terms and conditions for the treatment of Vested Options and Unvested Options in due compliance of the Applicable Laws.

13. Other Terms and Conditions

- 13.1 The Employee 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 Employee Stock Options granted, till Shares underlying such Employee Stock Options are allotted by the Company on exercise of such Employee Stock Option.

- 13.2 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 Employee Stock Option and becomes a registered holder of the Shares of the Company.
- 13.3 The Employee Stock Option shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 13.4 If the Company issues bonus shares or rights shares, the Option Grantee shall not be eligible for the bonus or rights shares in the capacity of an Option Grantee. However, an adjustment to the number of Options or the Exercise Price or both would be made in accordance with clause 4.2 (d) of ESOP - 2017.
- 13.5 Employee Stock Options shall not be transferable to any person except in the event of death of the Option Grantee, in which case provisions in table under Sub-clause 7.2(b) would apply.
- 13.6 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, in which provisions in table under Sub-clause 7.2 (b) would apply.

14. Taxation

- 14.1 The liability of paying taxes, if any, in respect of Employee Stock Options granted pursuant to this Scheme and the Shares issued pursuant to exercise thereof shall be entirely on Option Grantee and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder and/or Income Tax Laws of respective countries as applicable to eligible Employees of Company working abroad, if any.
- 14.2 The Company shall have the right to deduct from the Employee's salary or recover any tax that is required to be deducted or recovered under the Applicable Laws. In

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

- 14.3 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.

15. Authority to vary terms

- 15.1 The Board/ Committee may, if it deems necessary, modify, change, vary, amend, suspend or terminate the ESOP - 2017, subject to compliance with the Applicable Laws and Regulations.

16. Miscellaneous

16.1 Government Regulations

The ESOP - 2017 shall be subject to all Applicable Laws to the extent applicable. The Grant of Options and allotment of Shares to the Employees under this ESOP - 2017 shall be subject to the Company requiring the Employees to comply with all Applicable Laws.

16.2 Inability to obtain authority

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

- 16.3 Neither the existence of this Scheme 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 shall in future have any such right, entitlement or expectation to participate in this Scheme by being granted an Employee Stock Option on any other occasion.

- 16.4 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 for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 16.5 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 Employee Stock Option in whole or in part.
- 16.6 Participation in ESOP - 2017 shall not be construed as any guarantee of return on equity investment. Any loss due to fluctuations in the market price of the Shares and the risks associated with the investments are that of the Employee alone.
- 16.7 Insider Trading etc.

The Employee shall ensure that there is no violation of:

- a. SEBI (Prohibition of Insider Trading) Regulations, 2015; and
- b. SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003; and
- c. Any other regulations to prevent fraudulent or harmful practices relating to the Securities Market.

The Employee shall keep the Company, the Board, the Committee fully indemnified in respect of any liability arising for violation of the above provisions.

17. Accounting and Disclosures

- 17.1 The Company shall follow the laws/regulations applicable to accounting and disclosure related to Employee Stock Options, including but not limited to the Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as may be prescribed by the Regulatory authorities from time to time, including the disclosure requirements prescribed therein.

17.2 The Company shall make disclosures to the prospective Option Grantees containing statement of risks, information about the Company and salient features/Scheme document of the ESOP - 2017 in a format as prescribed under SEBI (SBEB&SE) Regulations, 2021

17.3 The Company shall disclose details of Grant, Vest, Exercise and lapse of the Employee Stock Options in the Directors' Report or in an annexure thereof as prescribed under SEBI (SBEB&SE) Regulations, 2021 or any other Applicable Laws as in force.

18. Certificate from Auditor

18.1 The Board shall at each annual general meeting place before the Shareholders a certificate from the Auditor of the Company that the Scheme has been implemented in accordance with the SEBI (SBEB&SE) Regulations, 2021 and in accordance with the resolution of the Company in the general meeting.

19. Governing Laws

19.1 The terms and conditions of the ESOP- 2017 shall be governed by and construed in accordance with the Applicable Laws including the Foreign Exchange Laws mentioned below.

19.2 Foreign Exchange Laws

In case any Employee Stock Options are granted to any Employee being resident outside India belonging to the Company working outside India, the provisions of the Foreign Exchange Management Act, 1999 and Rules or Regulations made thereunder as amended and enacted from time to time shall be applicable and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vest, Exercise of Employee Stock Options and allotment of Equity Shares thereof.

20. Notices

20.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of this ESOP - 2017 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; or
- (ii) Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; or
- (iii) Emailing the communication(s) to the Option Grantee at the official email address provided, if any, by the Company to the prospective /existing Option Grantee during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.

20.2 Any communication to be given by an Option Grantee to the Company in respect of ESOP - 2017 shall be sent to the person at the address mentioned below or e - mailed at:

Designation : Company Secretary & Compliance Officer

Address : ITI House 36, Dr. R. K. Shirodkar Marg, Parel, Mumbai 400 012

Email : info@itiorg.com

21. Modification of Scheme

21.1 The Board/NRC shall not vary the terms of the Scheme in any manner, which may be detrimental to the interests of the Grantee/Participant/Beneficiary and shall be entitled to vary any of the terms of the Scheme so as to meet any regulatory requirements or for any adjustments for Corporate Actions announced by the Company prior to the Exercise Period pertaining to the relevant ESOP.

21.2 Subject to Clause 21.1. above, the Board/NRC may, subject to a special resolution passed at a General meeting or through Postal ballot of the shareholders, wherever necessitated as per the Applicable Laws, at any time and from time to time:

- a) Revoke, add to, alter, amend or vary all or any of the terms and conditions of the Scheme or all or any of the rights and obligations of the Grantee/ Participant/ Beneficiary; without any reference to or consent of the Participant/Grantee/Beneficiary from time to time, provided the said variations/alterations are not detrimental/less favorable to the interest of the employees than what is provided in the existing scheme
- b) Formulate various sets of special terms and conditions in addition to those set out herein, to apply to the Grantee/Participant/Beneficiary. Each of such sets of special terms and conditions shall be restricted in its application to those Grantee/Participant/Beneficiary;
- c) Alter the Exercise Price for the ESOP which are not exercised, whether or not they have been vested, if the exercise price is rendered unattractive due to fall in market price of the Shares in the stock market; and
- d) Vary the terms of the Schemes offered pursuant to an earlier resolution of the general body but not yet exercised by the Grantee/ Participant/ Beneficiary

22. Jurisdiction

22.1 The Courts/National Company Law Tribunal, as the case may be, in Mumbai, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOP - 2017.

22.2 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this ESOP - 2017:

- (i) in any other court of competent jurisdiction; or
- (ii) Concurrently in more than one jurisdiction.

23. Severability

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

24. Confidentiality

- 24.1 An Option Grantee must keep the details of the ESOP- 2017 and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case Option Grantee is found in breach of this Clause on confidentiality, all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this Clause on confidentiality shall be final, binding and cannot be questioned by Option Grantee. In case of non-adherence to the provisions of this Clause, the Board shall have the authority to deal with such cases as it may deem fit.
- 24.2 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 Scheme 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.

Annexure 1

**FFSIL Employee Stock Option Scheme 2017
GRANT LETTER**

Date: - _____

To,
(Employee Name)
Employee ID - _____

Dear (Employee Name),

We are pleased to inform you that the Nomination and Remuneration Committee has approved the grant of stock options as per the terms of the TITL - Employees Stock Option Plan 2017, A copy of the Scheme specifying the terms and conditions applicable to the ESOP being granted hereunder, is available on the Company website for your reference. Further details of the grant are provided below:

Number of Options Granted: [●]

Grant Date: [●]

Exercise Price per Option: Rs. [●]

Vesting Schedule: [●]

Please acknowledge your acceptance by signing the duplicate copy of this letter.

We have provided you with two copies of this letter, Acceptance form and Nomination form. Kindly acknowledge your acceptance on one copy and retain the second copy for your records.

Congratulations on receiving this offer, which comes to you in recognition of your continuous endeavour towards improving the business results of the Company. We are confident that you will continue to contribute to the activities of the Company with a sense of ownership and commitment. Your enthusiasm and the spirit to excel will have a positive impact on the performance and image of our Company.

(Authorized Signatory of the Company)
The Investment Trust of India Limited

Annexure 2

**FFSIL Employee Stock Option Scheme 2017
ACCEPTANCE FORM**

I accept the Grant offer to participate in the Scheme. Further, I declare and accept that:

1. I have read and understood the provisions of the Scheme, disclosures given in the Disclosure Statement and Annexure to the Grant Letter explaining the terms and Conditions of vesting in its entirety. I agree to abide by the terms and conditions set out in the Scheme.
2. I confirm that the address for communication would be as per the company records, and I will intimate the company about any change in this address.
3. I understand that the options granted are not transferable and cannot be pledged, assigned, or otherwise encumbered in any manner.
4. I understand that the options shall vest subject to the fulfilment of the conditions prescribed under the Scheme, and the vested options may be exercised by me within the stipulated exercise period.
5. I understand that any tax liability arising in connection with the grant, vesting, or exercise of options shall be my sole responsibility.
6. I agree to be bound by the decisions of the Nomination and Remuneration Committee or such other committee/authority designated by the Board in connection with the administration of the Scheme.

I hereby accept (in words) ESOP granted under the TITL ESOP Scheme 2017.

Date:

Signed by the Grantee:

Name:

Employee Code:

In the presence of (Name & Signature)

Annexure 3

**FFSIL Employee Stock Option Scheme 2017
NOMINATION FORM**

To

The Board/Nomination and Remuneration Committee

ITI House, 36 Dr. R. K. Shirodkar Marg,
Parel, Mumbai 400 012.

In respect of the ESOP granted to me under the Scheme, I wish to nominate the following person(s) in accordance with the terms of the Scheme thereunder, to be allotted the Shares against the Vested ESOP which I am entitled to in accordance with the terms and conditions of the Scheme, in the event of my death.

Sr No	Name of the beneficiary (in full)	Gender	Age	Relationship	Address	Proportionate Share (Total 100%)

The above nominated beneficiaries shall supersede, revoke and replace any nomination made by me previously and shall remain in force unless suspended, revoked and replaced by subsequent nomination made by me in writing.

Date:

Participant Signature:

Name of Participant:

Employee Code:

In the presence of witness 1

Name & signature

In the presence of witness 2

Name & signature

Annexure 4

**FFSIL Employee Stock Option Scheme 2017
EXERCISE FORM**

To

The Company Secretary

The Investment Trust of India Limited

ITI House, 36 Dr. R. K. Shirodkar Marg,
Parel, Mumbai 400 012.

Dear Sir/Madam

I hereby exercise my vested stock options as per the following details:

1. Personal details

Participant (Employee) Full Name	
Beneficiary Full name: (to be filled in case of participant death only)	
PAN Card	
Employee Code:	
Address for Correspondence:	
Personal Email Address:	
Mobile No.:	

2. ESOP Details (Strike out whichever is not applicable)

Particulars	Quantity
ESOP accepted	
ESOP Vested	
ESOP Exercised till date	
ESOP Exercised Vide this Form	

3. Manner of Payment of Aggregate Exercise Price:

Amount Rs (in figures)	
Details of payment	
Cheque No./ Demand Draft No./ UTR No	
Dated	
Bank & Branch	

4. Demat Account details

Please credit the shares allotted to my undermentioned account, which is held by me in the same order of names, as the application made to the Company. I attach herewith my account statement / copy of delivery instruction slip to enable the company to verify my account details

Depository Participant (DP) Name	
DP ID	
Client ID	

I, the Participant / Beneficiary solemnly declare that the above information is correct and complete to the best of my belief and knowledge.

Signature:

(Name of the Participant / Beneficiary):

Date:

Place: