

GODFREY PHILLIPS INDIA LIMITED

Godfrey Phillips Employees Share Purchase Scheme, 2024

TABLE OF CONTENTS

1.	NAME, OBJECTIVE AND TERM OF THE SCHEME	3
2.	DEFINITIONS AND INTERPRETATION	3
3.	AUTHORITY AND CEILING	9
4.	SUPERVISION AND ADMINISTRATION OF THE SCHEME.....	10
5.	APPLICABILITY AND VESTING.....	12
6.	OFFER	13
7.	ACCEPTANCE OF OFFER	13
8.	EXERCISE OF OFFER	13
9.	LAPSE OF OFFER.....	14
10.	TRANSFER OF SHARES	15
11.	LOCK-IN PERIOD OF SHARES	15
12.	CESSATION OF EMPLOYMENT UNDER SPECIAL CIRCUMSTANCES	16
13.	RESTRICTION ON TRANSFER OF SHARES	18
14.	RIGHTS AS SHAREHOLDER	18
15.	EMPLOYEE'S PERQUISITE TAXATION	18
16.	MISCELLANEOUS	18
17.	ACCOUNTING AND DISCLOSURES	21
18.	CERTIFICATE FROM SECRETARIAL AUDITORS.....	21
19.	GOVERNING LAWS	21
20.	DISPUTE RESOLUTION.....	21
21.	NOTICES.....	22
22.	JURISDICTION	22
23.	SEVERABILITY	22
24.	AMENDMENT OR TERMINATION OF THE ESPS PLAN/SCHEME.....	23
25.	CONFIDENTIALITY	23
26.	ANNEXURES	24

1. Name, Objective and Term of the Scheme

- 1.1. This employee share purchase scheme shall be called the 'Godfrey Phillips Employees Share Purchase Scheme, 2024' ("**ESPS Plan**" or "**ESPS 2024**" or "**Scheme**").
- 1.2. The purpose of the ESPS Plan is to motivate and retain the talented, loyal, and hard-working employees of Godfrey Phillips India Limited ("**Company**" or "**GPI**") with incentives and reward their performance with ownership in proportion to the contribution made by them and to align the interests of the employees with that of the Company. Such exercise will create a sense of ownership and participation amongst the employees and will ensure achievement of organizational performance goals along with creation of value for the employees.
- 1.3. The Scheme was approved by the Committee (*defined below*) vide a resolution dated 11th November 2024 and by the Board (*defined below*) vide a resolution dated 11th November 2024. The ESPS Plan shall come into effect from 19th December 2024 on which the members of the Company have approved the Scheme by way of a special resolution and shall continue to be in force until its termination by the Company as per provisions of Applicable Laws (*defined below*)

2. Definitions and Interpretation

2.1. Definitions

In this ESPS Plan, except where the context otherwise requires, the following expressions or terms shall have the meanings set out below:

- a. "**Acceptance Form**" shall mean the letter by which acceptance to the Offer is communicated by the Eligible Employee.
- b. "**Applicable Law**" shall mean every law relating to the ESPS Plan including without limitation the Companies Act, Companies (Share Capital and Debentures) Rules, 2014, Securities and Exchange Board of India Act, 1992, SEBI (Shared Based) Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018 and all relevant tax laws (including Income Tax Act, 1961 and the rules made thereunder), bye-laws, statutes, rules, regulations, orders, ordinances, notifications, protocols, instruction, circular, treaties, codes, guidelines, policies, notices, directions, writs, injunctions, judgments, awards, decrees or official directive of any court of competent authority or of any competent Governmental Authority or person acting under the authority of any court of competent authority or of any competent Governmental Authority of the Republic of India, as amended and modified from time to time, and includes regulations, rules, guidelines issued by the SEBI and all relevant tax, exchange control or corporate laws of India including any circular, notification issued thereunder, or of any recognized Stock Exchange on which the Shares are listed or quoted.
- c. "**Board**" means the Board of Directors of the Company.

- d. **“Change in Control / Management Event”** means the occurrence of one or more of the following events:
- a) any change in the beneficial ownership of or the right to vote in respect of, directly or indirectly, more than 50% (fifty per cent) of the voting shares of the Company held by the promoter and promoter group;
 - b) any change in the power to direct the management, or to exercise significant influence on the management or policies of the Company; or
 - c) any change in the Chairperson or Managing Director of the Company.
- e. **“Committee”** means the compensation committee or nomination and remuneration committee designated by the Company to act as compensation committee, as per the requirements of Applicable Laws, to supervise and / or administer the Scheme and other employee benefit schemes among other things, comprising of such members of the Board as provided under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.
- f. **“Companies Act”** means the Companies Act, 2013 read with rules issued thereunder from time to time and includes any statutory modifications or re-enactments thereof.
- g. **“Company”** means 'Godfrey Phillips India Limited', a company incorporated under the Indian Companies Act prevailing at the time of incorporation, having corporate identification number L16004MH1936PLC008587 with its registered office at 'Macropolo Building', Ground Floor, Next to Kala Chowky, P.O. Dr. Babasaheb Ambedkar Road, Lalbaug, Mumbai, Maharashtra – 400033, India.
- h. **“Company Policies”** means the Company's policies for Employees and the terms of employment as contained in the employment letter/ contract and relevant policy(ies) of the Company, which includes provisions requiring a desired level of performance, securing confidentiality, non-compete and non-poaching of employees of the Company.
- i. **“Consequential Securities”** shall mean and include any shares and securities, (as defined under the Companies Act) granted, allotted or issued, for or in lieu of the Shares, or on account of any Corporate Action including restructuring, demerger, re-organization, bonus/ rights issue etc.
- j. **“Corporate Action(s)”** means one or more of the following events:
- a) issue of Shares, including but not limited through bonus or rights Shares;
 - b) stock split/ consolidation or buyback;
 - c) the merger, de-merger, spin-off, sub-division, consolidation, amalgamation, sale of business or other reorganization of the Company in which the Shares are converted into or exchanged for:
 - i. a different class of securities of the Company; or

- ii. any securities of any other issuer; or
 - iii. cash; or
 - iv. any other property;
 - d) the sale, lease or exchange of all or substantially whole of the assets/undertaking of the Company to any other company or entity;
 - e) the adoption by the shareholders of the Company of a scheme of liquidation, dissolution or winding up;
 - f) Any other form of corporate or capital restructuring as maybe specifically approved as 'Corporate Action' by the Board/Committee.
- k. **"Director"** means a member of the Board of the Company.
- l. **"Eligibility Criteria"** means the criteria including performance parameters for determining the eligibility of an Employee for participating in the Offer made under this Scheme as may be decided from time to time by the Committee.
- m. **"Eligible Employee(s)"** means an Employee who has been identified by the Committee for Offer of Shares in pursuance of the Scheme and who has a right but not an obligation to accept the Offer and apply for Shares and shall deem to include Nominees of such Eligible Employee in case of death of Eligible Employee to the extent provisions of the Scheme are applicable.
- n. **"Employee"** means:
- (i) An employee of the Company as designated by the Company, who is exclusively working in India or outside India as on the Offer Date;
 - (ii) Director of the Company whether 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 as on the Offer Date; but excludes following:
 - a) An employee who is a Promoter or 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% (ten per cent) of the outstanding Shares of the Company.
- o. **"ESPS Trust" or "Trust"** means the 'Godfrey Phillips ESPS Trust', established by the Company in compliance with the SEBI (Share Based) Regulations and the Indian Trusts Act, 1882, for the benefit of the Eligible Employees and which shall from time to time administer this Scheme with a power to purchase, hold, transfer or deal in Shares of the Company, and hold, transact and deal in cash and other assets for the purposes of the Scheme as permitted under the SEBI (Share Based) Regulations.
- p. **"ESPS 2024" or "ESPS Plan" or "Scheme"** means this 'Godfrey Phillips Employees Share Purchase Scheme, 2024' under which the Company has authorized the ESPS Trust to purchase, hold, transfer or deal in Shares of the Company.

- q. **“Financial Year”** shall mean the financial year of the Company.
- r. **“Governmental Authority(ies)”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law-making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district, or other subdivision thereof.
- s. **“Income Tax Law”** means the (Indian) Income-tax Act, 1961 read with Income-tax Rules, 1962 along with any other circular, notifications, guidelines, orders or instructions issued thereunder.
- t. **“ICDR Regulations”** shall mean the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
- u. **“Independent Director(s)”** shall have the same meaning assigned to it under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- v. **“Lock-in Period”** means such period of time during which the Eligible Employee, shall not be allowed to transfer, sell, gift, hypothecate, charge, mortgage, pledge, encumber or alienate in any other form, the Shares so transferred by the ESPS Trust to the Eligible Employee.
- w. **“Nomination Form”** shall have the meaning ascribed to it in Clause 16.1
- x. **“Nominee(s)”** shall mean the person or persons nominated by the Eligible Employees as per clause 16.1 of this Scheme. In the absence of any such nomination by the Eligible Employee, a person or persons who is/ are entitled by the will of the Eligible Employee to receive the benefits specified in the ESPS Plan, the legal heirs of the Eligible Employee, if the Eligible Employee dies intestate and includes his/her executors or administrator, if no other beneficiary is designated and able to act under the circumstances and such other persons as may be added from time to time to the class of beneficiaries by notice in writing.
- y. **“Offer”** means offer of Shares under the Scheme as per the terms of Offer Letter issued to the Eligible Employee.
- z. **“Offer Date”** means the date of Offer of Shares to the Eligible Employee as approved in the meeting of the Committee.
- aa. **“Offer Letter”** means a written communication issued by the Committee or any person authorized by the Committee in this regard, to the Eligible Employee containing specific details of the Offer.
- bb. **“Offer Period”** means such time period within which all or a part of the Shares offered under the Scheme should be accepted by the Eligible Employee with a view to participate in the Scheme.

- cc. **“Payment Window”** means such time period within which the Eligible Employee should pay the Purchase Price as per the provisions of the Scheme.
- dd. **“Permanent Incapacity”** means any disability of whatsoever nature, be it physical, mental, or otherwise, which incapacitates or prevents or handicaps an Eligible Employee from performing any specific job, work, or task which the said Eligible Employee was capable of performing immediately before occurrence of such disability, as determined by the Committee / under Company’s Policies based on a certificate of a medical expert identified by the Company / Committee.
- ee. **“Promoter”** has the same meaning assigned to it under the ICDR Regulations.
- ff. **“Promoter Group”** has the same meaning assigned to it under the ICDR Regulations.
- gg. **“Purchase Price” or “Exercise Price”** means the price per Share to be paid by the Eligible Employee for obtaining the Shares pursuant to the Offer, as may be determined by the Committee and mentioned in the Offer Letter. Purchase Price shall be inclusive of applicable taxes and levies, if any, other than the income tax chargeable on the applicable perquisite value on account of exercise of Offer in the hands of the Eligible Employee.
- hh. **“Purchase Date”** means the date on which the Eligible Employee will purchase/ acquire his/her Shares and in case of purchase in tranches, means each date on which the Eligible Employee purchases/ acquires a tranche of his/her Offer.
- ii. **“Relative”** shall have the same meaning as defined under section 2(77) of the Companies Act.
- jj. **“Retirement”** means retirement from the employment by the Eligible Employee and includes voluntary retirement as per the Company Policies.
- kk. **“SEBI”** shall mean Securities and Exchange Board of India.
- ll. **“SEBI (Share Based) Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and includes all circulars, notifications, and clarifications issued thereunder from time to time.
- mm. **“Secondary Acquisition”** means acquisition of existing Shares of the Company by the ESPS Trust through the platform of a recognized Stock Exchange for cash consideration.
- nn. **“Shares”** means fully paid-up equity shares of face value of INR 2 (Indian Rupees Two only) each of the Company.
- oo. **“Statutory Lock-in Period”** means the mandatory lock-in period of the Shares for a period of 1 (one) year from the date of transfer of the Shares by the Trust to the Eligible Employee during which the Eligible Employee shall not be permitted to transfer, sell, gift, hypothecate, charge, mortgage, pledge, encumber or alienate the Shares in accordance with the SEBI (Share Based) Regulations.

- pp. **“Stock Exchange”** means BSE Limited and National Stock Exchange of India Limited or any other stock exchange in India on which the Shares are listed.
- qq. **“Termination” or “Cessation”** means termination or cessation of employment of the Eligible Employee from the Company on account of death, Permanent Incapacity, Retirement, resignation, termination of employment by the Company whether for ‘cause’ or otherwise, or for any other reason whatsoever.
- rr. **“Tripartite Agreement”** refers to the agreement to be entered amongst the Eligible Employees, Trust and Company for the Offer and exercise of the Shares setting out specific terms and conditions and obligations of the Eligible Employees.
- ss. **“Trustee”** shall mean any natural individual or a corporate entity appointed as a trustee, from time to time, under the trust deed of the ESPS Trust, to manage the affairs of the ESPS Trust except for following persons:
 - a. Directors, key managerial personnel, Promoters of the Company, or its group company including its holding, subsidiary or associate company or any Relatives of such Directors, key managerial personnel, or Promoters; or
 - b. Any person who beneficially holds 10% (ten percent) or more of the paid-up share capital or voting power of the Company.

Provided that where individual(s) or “one person company” as defined under the Companies Act is appointed as trustee(s), there shall be a minimum of 2 (two) such trustees, and in case a corporate entity is appointed as a trustee, then it may be the sole trustee.

2.2. Interpretation

Unless the context otherwise requires:

- i. The headings/ sub-headings/ titles/ sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.
- ii. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- iii. A reference to a clause number includes a reference to its sub-clauses also.
- iv. Any reference to ‘writing’ includes printing, typing, lithography and other means of reproducing words in visible form.
- v. The term ‘including’ shall mean ‘including without limitation’, unless otherwise specified.
- vi. Words denoting the one gender shall include the other genders and words denoting the singular shall include the plural and vice versa.

- vii. A reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.
- viii. All references in this ESPS Plan to statutory provisions shall be construed as meaning and including references to:
 - (a) any statutory modification, consolidation or re-enactment made after the date of this ESPS Plan and for the time being in force;
 - (b) all statutory instruments or orders made pursuant to a statutory provision; and
 - (c) any statutory provisions of which these statutory provisions are a consolidation, re-enactment, or modification.

2.3. The terms and expressions used and not defined in this ESPS Plan shall have the meanings as defined in the SEBI Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Companies Act, the SEBI (Share Based) Regulations, the ICDR Regulations, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 or any other SEBI regulation, or in any statutory modifications or re-enactments thereof, as the case may be.

3. Authority and Ceiling

3.1. The members of the Company *vide* special resolution dated 19th December 2024 have authorized the Committee to Offer not exceeding, in aggregate, 25,99,696 Shares i.e., 5% (five percentage) of paid-up equity capital, to the Eligible Employees from time to time, in one or more tranches, acquired by the ESPS Trust through Secondary Acquisition, for the purpose of transferring such Shares to the Eligible Employees upon acceptance of the Offer and payment of Purchase Price in accordance with the terms and conditions as may be decided under this Scheme, or any other scheme of the Company, and in due compliance with the Applicable Laws. Once the Shares are transferred by the ESPS Trust to the Eligible Employees under the Scheme, the maximum number of Shares that can be transferred under the Scheme (or any other scheme of the Company) shall stand reduced to the extent of such Shares transferred.

3.2. The ESPS Trust is entitled to acquire such number of Shares through Secondary Acquisition, provided that the number of Shares that may be acquired in any Financial Year shall not exceed 2% (Two percentage) of the paid-up equity capital of the Company as at the end of the preceding Financial Year (in aggregate for all its schemes). In addition, the total number of Shares held by the Trust (or any other trust used for other employee share based employee benefit schemes) shall, at no point of time, exceed 5% (Five percentage) of the paid-up equity capital of the Company as at the end of the Financial Year immediately prior to the Financial Year in which the shareholders' approval is obtained for the acquisition.

3.3. The members of the Company *vide* special resolution dated 19th December 2024 have authorized the Company for making an interest free provision of money from time to time and in one or more tranches, subject however to the overall limits prescribed under Rule 16 of the Companies (Share Capital and Debentures) Rules, 2014 and other Applicable Laws, to the ESPS Trust for purchase or acquisition of the Shares.

3.4. The Committee shall determine the quantum of Offer for an Eligible Employee, within the maximum limits applicable. The maximum number of Shares that may be offered and transferred to an Eligible Employee in any Financial Year and in aggregate shall not be equal

to or exceed 5,19,939 (Five Lakh Nineteen Thousand Nine Hundred and Thirty-Nine) Shares i.e., 1% (One percentage) of paid-up equity capital, under the Scheme.

- 3.5. The Shares offered may vary for the Eligible Employees from time to time and shall be as determined by Committee at the time of every Offer of Shares.
- 3.6. Under Secondary Acquisition, the Trust shall acquire the Shares from open market in single or multiple tranches at various points of time as may be decided by the Committee.
- 3.7. Shares acquired by the Trust which have not yet been offered, shall be offered / appropriated to the Eligible Employees within a reasonable period which shall not exceed the end of subsequent Financial Year. However, such period may be extended to the end of second subsequent Financial Year with the prior approval of the Committee.

4. Supervision and Administration of the Scheme

4.1 Supervision

- a. The Scheme shall be administered and supervised by the Committee. All questions of interpretation of the Scheme shall be determined by the Committee and such determination shall be final and binding upon all persons having an interest in the Scheme.
- b. The Committee shall meet as required for the purposes of implementation of the Scheme.
- c. The Committee shall be fully empowered to administer and supervise the Scheme and to establish, amend and rescind any further rules and regulations relating to implementation not inconsistent with the Scheme and the Applicable Laws, and to make any other determinations which it deems necessary or desirable for the administration of the Scheme including but not limited to the following:
 - i. Determine the quantum and timing of Shares to be offered to each Eligible Employee and in aggregate, subject to the ceiling specified under the Scheme;
 - ii. Determine the Offer Period within which the Eligible Employee can accept the Offer and when the Offer would lapse on failure to exercise the same within the Offer Period;
 - iii. Determine the right of an Eligible Employee to purchase Shares offered to him/her at one time or at various points of time within the defined period;
 - iv. Determine the procedure for making a fair and reasonable adjustment to the entitlement including adjustment to the number of Shares and/or to the Purchase Price in case of Corporate Actions. In this regard, the following shall, *inter alia*, be taken into consideration by the Committee: (i) the number and price of Shares shall be adjusted in a manner such that total value of the shares transferred/to be transferred to the Eligible Employee remains the same after the Corporate Action; (ii) the period and the life of Shares shall be left unaltered as far as possible to protect the rights of the Eligible Employee(s) who is offered such Shares;

- v. Determine the procedure for funding the purchase of the Shares;
- vi. Determine the Eligibility Criteria for the Employees to participate in the Scheme;
- vii. Identify the Eligible Employees to participate under the Scheme;
- viii. Determine the treatment of the Shares held by an Eligible Employee in case of Cessation of employment;
- ix. Determine whether the applicable perquisite tax liability of Eligible Employees under the Income Tax Law, shall be paid and borne by the Company or Eligible Employees;
- x. Determine the Lock-in Period (including the acceleration of expiry of the Lock-in Period), Offer Period, Offer Date, Purchase Price, Payment Window, performance evaluation criteria, performance conditions and performance period;
- xi. Determine the terms and conditions, not inconsistent with the terms of the Scheme, of any Shares offered hereunder;
- xii. Approve format and terms and conditions of Tripartite Agreement and any other document/form for use under the Scheme;
- xiii. Prescribing procedural compliances for effective administration of the Scheme including power to prescribe, approve and implement relevant procedures, documents, and policies for the Scheme;
- xiv. Frame suitable policies, procedures, and systems to comply with the SEBI (Prohibition of Insider Trading) Regulations, 2015 and SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities market) Regulations, 2003 to be followed by the Eligible Employees, Company, and the Trust;
- xv. Sub-delegating any of the foregoing powers to the Trust, as may be permitted under the Applicable Laws, and as the Committee may deem fit from time to time;
- xvi. Supervise the Trust, and resolve any issue that arises in the operation of the Scheme through the Trust and to direct the Trust as and when required for smooth and proper implementation of the Scheme, as per the Applicable Laws; and
- xvii. Perform such other functions and duties as shall be required under the Applicable Laws.

4.2 Administration

- a. The Scheme shall be administered by the ESPS Trust to the extent aspects of such administration are delegated by the Committee or are required to be governed by the ESPS Trust as per requirements of the Applicable Laws.
- b. The ESPS Trust shall be governed subject to following terms and conditions:
 - i. it shall not deal in derivatives and shall undertake only such transactions as are permitted under the Trust deed read with the provisions of the Applicable Laws;
 - ii. the Trustees appointed or re-appointed from time to time shall be such persons as being not disqualified as prescribed under the Applicable Laws;
 - iii. the Trustees shall not vote in respect of the Shares held by the Trust; and
 - iv. the Trustees shall administer the Scheme and the Trust as per the provisions of the Trust deed and the SEBI (Share Based) Regulations.
- c. The Trustees while administering the Scheme shall abide by the provisions contained in the Trust Deed and as may be decided by the Committee and shall ensure compliance of the provisions of the Applicable Laws including the SEBI (Share Based) Regulations, at all times in connection with dealing with the Shares of the Company for awarding it to the Eligible Employees, interpretation of the Scheme for the purposes of administering the Scheme, and make such other determinations and take such actions as it deems necessary or advisable including but not limited to maintenance of proper books of account, records, minutes and documents as prescribed under the Applicable Laws from time to time.
- d. Any decision of the Committee or Trust (as the case may be) in the administration of the Scheme, as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive, and binding on all parties concerned (including, but not limited to, Eligible Employees or their Nominees).
- e. No Director / member of the Committee or Trustee of the Trust will be liable for any action or determination taken or made in good faith.
- f. The Company may formulate and implement several schemes as permitted under SEBI (Share Based) Regulations through the Trust.
- g. The Trust shall utilize the Shares of the Company acquired for the purpose of transferring them to the Eligible Employees upon exercise subject to the provisions of the Scheme and Applicable Laws.

5. Applicability and Vesting

- 5.1 The Scheme shall apply to all Eligible Employees as may be decided at the discretion of the Committee from time to time.
- 5.2 The Scheme shall be applicable to the Company and any successor company thereof under this Scheme.

6. Offer

- 6.1. Offer of Shares under the Scheme shall be made at such time(s) as determined by the Committee at its discretion.
- 6.2. The Shares to be offered under the Scheme to any Eligible Employee shall be communicated to the Trust and/or Eligible Employees by the authorized representative of the Committee from time to time.
- 6.3. Each Offer under the Scheme shall be made in writing by the authorized representative of the Committee on behalf of the Company to the Eligible Employees by way of an Offer Letter containing specific details as to Offer Period, Purchase Price, Payment Window, and other pertinent details. For the time being, the Offer Letter shall substantially be in form and manner provided in **Annexure A**.
- 6.4. Offer under this Scheme does not automatically entitle an Eligible Employee for Shares or benefits under any other plan/scheme of the Company. Offers under any other plan/scheme must be made in terms thereof.

7. Acceptance of Offer

- 7.1. The Committee shall determine the dates for commencement and closure of the Offer Period which shall not extend beyond the date of commencement of Payment Window. The Offer Period shall be specified in the Offer Letter communicated to each Eligible Employee.
- 7.2. An Eligible Employee who has been offered the Shares under this ESPS Plan and intending to participate in the same shall accept the Offer, given in one or more tranches, as determined by the Committee at its discretion, by delivering to the Company a duly signed Acceptance Form within the Offer Period, in form and manner as may be prescribed. For the time being, the acceptance shall be substantially provided in the form as per **Annexure B**, on or before the closure of Offer Period stated in the Offer Letter.
- 7.3. An Eligible Employee who has been offered Shares under this ESPS Plan and who fails to return the duly signed Acceptance Form on or before the closure of Offer Period shall unless the Committee determines otherwise, be deemed to have rejected the Offer. Any Acceptance Form received after closure of the Offer Period shall not be valid except if otherwise decided by the Committee.

8. Exercise of Offer

- a. Subject to the terms contained herein, the acceptance of an Offer by an Eligible Employee in accordance with Clause 7 above, shall be followed by a Tripartite Agreement in relation to such Shares under this Scheme, to be concluded amongst the Eligible Employee, Company, and Trust, which shall be in a manner as may be prescribed.
- b. Each Offer must be exercised at such time or times and during such period as is determined by the Committee and set forth in the Offer Letter. The right to purchase the Shares is available to the Eligible Employee subject to the terms and conditions of this Scheme and

Offer Letter and executing such documents (including the Tripartite Agreement mentioned in Clause 8(a) above) as required by the Committee.

8.1. Purchase / Exercise Price

- a. The Purchase / Exercise Price shall not be less than face value of the Shares and shall not exceed market price of the Shares of the Company as on the Offer Date.
- b. The Eligible Employees to whom the Shares are offered under the Scheme shall submit the Acceptance Form and make the payment of total amount of the Purchase Price for the Shares offered to them. The payment shall be made by way of a crossed cheque, demand draft, or by electronic mode through approved banking channels in favour of the ESPS Trust or otherwise, as may be communicated in the Offer Letter.

8.2. Payment Window

The Committee shall determine the Payment Window comprising of such time period as thought fit for the purpose of payment of the Purchase Price by the Eligible Employees. The specific Payment Window shall be mentioned in the Offer Letter.

8.3. Process of Purchase

- a. Submission of Acceptance Form and any other requisite documents, filled-in all respects within the Offer Period, shall be deemed as if application for purchase of Shares has been made pending payment of the Purchase Price. The application for purchase of the Shares shall be deemed complete upon: (a) payment of the Purchase Price for all or part of the Shares, in one or more tranches, from time to time but within the Payment Window, as determined by the Committee; and (b) submission of all requisite documents.
- b. Subject to the decision of the Committee, an Eligible Employee may at his/ her discretion proceed to make payment of the Purchase Price for all or a part of the Shares under Offer in one go or may make the payment in tranches from time to time, to cover for all or part of the Shares but within the predefined Payment Window.

9. Lapse of Offer

- 9.1. An Offer made under this Scheme shall lapse and shall be deemed to have been cancelled in case:
 - a. The Eligible Employee does not submit duly filled-in Acceptance Form and other requisite documents within the Offer Period, unless the Committee determines otherwise;
 - b. The Eligible Employee, after submission of duly filled-in Acceptance Form and other requisite documents, does not make payment of the Purchase Price within the Payment Window, unless the Committee determines otherwise; or
 - c. Termination or Cessation of employment of the Eligible Employee within the Offer Period.
- 9.2. An Offer shall lapse for a part of the Shares under Offer when acceptance or payment is not received for that part of the Shares.

- 9.3. On lapse and cancellation, the Eligible Employee shall have no right over such lapsed or cancelled Offer.
- 9.4. If an Offer expires or is not accepted in full / accepted only in part or applicable conditions of the Offer are not fulfilled, the corresponding Shares, shall subject to the Applicable Laws, become available to the Trust for future Offers under the Scheme.
- 9.5. The Committee shall have the right to reject any Acceptance Form if that does not conform to the requirements of the Offer.

10. Transfer of Shares

- 10.1. Subject to Applicable Laws and Clause 11, upon receipt of the duly filled-in Acceptance Form, other requisite documents and payment of the Purchase Price by the Eligible Employee, the ESPS Trust shall proceed to transfer the Shares to the Eligible Employee as per terms and conditions of the Scheme and the Tripartite Agreement. The Shares shall be transferred in dematerialized form from the demat account of the Trust to the demat account of the Eligible Employee in accordance with the terms of this Scheme.

11. Lock-in Period of Shares

- 11.1. The Shares transferred by the ESPS Trust to the Eligible Employees under the Scheme shall be subject to a maximum Lock-in Period of 4 (four) years from the date of transfer of Shares to the Eligible Employee, unless otherwise determined by the Committee. Provided however that, in case of occurrence of a Change in Control / Management Event(s):
 - a) **After the expiry of the Statutory Lock-in Period:** The (remaining) Lock-in Period for the Eligible Employees shall immediately lapse and become inapplicable, with no further action required from the Company / the Trust, and the Eligible Employee shall be free to transfer, sell, gift, hypothecate, charge, mortgage, pledge, encumber or alienate the Shares in any manner whatsoever.
 - b) **During the Statutory Lock-in Period / prior to expiry of the Statutory Lock-in Period:** The (remaining) Lock-in Period after the expiry of the Statutory Lock-in Period for the Eligible Employees shall be deemed to lapse and be inapplicable, with no further action required from the Company / the Trust and immediately upon the expiry of the Statutory Lock-in Period, the Eligible Employee shall be free to transfer, sell, gift, hypothecate, charge, mortgage, pledge, encumber or alienate the Shares in any manner whatsoever.
- 11.2. Subsequent to the transfer of Shares to the Eligible Employees under Clause 10 above, the Shares lying in the demat account of the Eligible Employees shall simultaneously freeze under an appropriate mechanism laid down by the depository till the end of Lock-in Period and such locked-in Shares shall de-freeze only upon the specific instructions of the Company / Trust after the completion of the Lock-in Period, unless otherwise automatically de-frozen upon occurrence of a Change in Control / Management Event in accordance with Clauses 11.1 (a) and (b) above or pursuant to Clause 12.1(d) before completion of the Lock-in Period. The Eligible Employees shall not be allowed to transfer, sell, hypothecate, encumber, pledge, create any charge or to alienate the Shares in any other form during the Lock-in Period, except as set out in Clauses 11.1 (a) and (b) above or for undertaking a transfer pursuant to Clause 12.1(d). Subject to

Applicable Laws, the Eligible Employee shall undertake all necessary actions as may be required to give effect to the terms of this clause, including by delivery of executed but undated depository instruction slips (as may be updated from time to time) for giving effect to Clause 12.1(d), executed power of attorney in favour of the Company / Trust and any other instructions required to be issued to its depository / registrar transfer agent.

- 11.3. In case of merger or amalgamation of the Company with another company prior to completion of prescribed Lock-in Period, pursuant to which the Eligible Employees are entitled to receive Shares of the Company or of another company in lieu of the Shares held under this Scheme, the Lock-in Period in respect of such newly entitled shares shall be reduced to the extent already undergone, other than pursuant to occurrence of a Change in Control / Management Event, where the Lock-in Period shall be treated in the manner set out in Clauses 11.1 (a) and (b) above.
- 11.4. In case of issuance of Consequential Securities, the same shall also be subject to the same terms, conditions, and obligations (including Lock-in Period) as applicable to the corresponding Shares issued under the Scheme. The Lock-in Period in respect of such Consequential Securities shall be subject to the remaining Lock-in Period of the corresponding Shares originally issued to the Eligible Employees, other than pursuant to occurrence of a Change in Control / Management Event, where the Lock-in Period shall be treated in the manner set out in Clauses 11.1 (a) and (b) above.
- 11.5. After elapse of the Lock-in Period specified above, the Shares shall be dealt with in accordance with code of conduct for Prevention of Insider Trading of the Company, read with the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.

12. Cessation of employment under special circumstances

- 12.1. Notwithstanding anything contained elsewhere in this Scheme, any Offer or exercisability thereof or transfer of the Shares or lock-in thereof shall be dealt with in different circumstances of Cessation of employment of an Eligible Employee as under:

a) On death of the Eligible Employee

In the event of death of the Eligible Employee while in employment, all the Shares under Offer for which he/she is eligible under the ESPS Plan shall, with effect from the date of death, vest with the Nominees of the deceased Eligible Employee. The requirement of the (remaining) Lock-in Period shall not be applicable from the date of death and the Shares of the Eligible Employee shall be transferred immediately to his/her Nominees.

b) On Permanent Incapacity of Eligible Employee

In the event of Permanent Incapacity of Eligible Employee while in employment, leading to Termination of employment, all the Shares under Offer for which he/ she is eligible under the ESPS Plan shall, with effect from the date of Permanent Incapacity, vest with such Eligible Employee. The requirement of the (remaining) Lock-in Period shall not be applicable from the date of Permanent Incapacity and the Trust shall proceed to release the Shares immediately.

c) **On attainment of retirement on superannuation age**

In case the employment of the Eligible Employee with the Company is terminated due to his/her Retirement on superannuation, the Shares already acquired by the Eligible Employee subject to lock-in conditions, shall be allowed to be retained by such Eligible Employee.

d) **Termination with Cause or Resignation**

In case termination of employment of Eligible Employee with the Company is for 'cause' (i.e., upon occurrence of an event pursuant to the actions / omissions of the Eligible Employee on account of gross negligence, material fraud, professional misconduct, moral turpitude or material breach of Company Policies) or resignation by the Eligible Employee, prior to expiry of the Lock-in Period, subject to the provisions of Applicable Laws, the Eligible Employee shall be obliged to, immediately, re-transfer the Shares already acquired by the Eligible Employee (and currently in the Lock-in Period), to the ESPS Trust on his/her termination date, along with all rights and entitlements on such Shares (which are currently in the Lock-in Period) under this Scheme. It is clarified that, if the termination of employment of the Eligible Employee is for 'cause' or resignation by the Eligible Employee within the Lock-in Period, subject to Applicable Laws, the Eligible Employee shall be obliged to undertake the re-transfer as required under this clause immediately. If any of the Shares or entitlement in the Shares (in part or full) are transferred to the Eligible Employee and are not subject to Lock-in Period, then the Eligible Employee shall be entitled to retain such Shares or entitlement in the Shares, and only those Shares which are subject to the Lock-in Period would be subject to the re-transfer.

e) **Other Cessations**

In case the employment of the Eligible Employee ceases with the Company for reasons other than those specified above, prior to end of Lock-in Period, the Shares acquired by the Eligible Employees, subject to completion of Lock-in Period, shall be allowed to be retained by such Eligible Employee.

- 12.2. In case the Shares are re-transferred to the ESPS Trust under this Scheme pursuant to Clause 12.1(d) above, the ESPS Trust shall pay the price, if any, that the Eligible Employee had paid at the time of acquisition of the said Shares and no other payment or compensation or interest or taxes borne by the Eligible Employee or any other sum or cost shall be payable by the Trust. The Trust shall, upon appropriate intimation to such Eligible Employee, adjust any amount recoverable by the Company from such Eligible Employee from the said amount by directly making the payment of the dues of such Eligible Employee towards the Company and pay the balance amount due, if any, to such Eligible Employee.
- 12.3. The Shares which are re-transferred to the Trust by the Eligible Employee pursuant to the Clause 12.2 above, shall be offered / appropriated to other Eligible Employees within a reasonable period from the date of receipt of Shares by the Trust, which shall not exceed the end of subsequent Financial Year. However, such period may be extended to the end of second subsequent Financial Year with the prior approval of the Committee.

12.4. Cessation of employment of an Eligible Employee (i) for any reason whatsoever after completion of the Lock-in Period or (ii) pursuant to occurrence of a Change in Control / Management Event under this Scheme shall not trigger the event of re-transfer of the Shares held by the Eligible Employees.

13. Restriction on transfer of Shares

13.1. Save and except as provided under Clauses 11 and 12, until the release from the Lock-in Period in accordance with this Scheme, the Shares shall not be sold, gifted, transferred, assigned, pledged, encumbered, mortgaged, or otherwise hypothecated in any manner, and any attempted sale, gift, transfer, assignment, pledge, encumbrance, mortgage or other alienation shall be void ab initio and shall not be enforceable against the Company or the Trust.

13.2. The Trust shall be required to hold the Shares acquired through Secondary Acquisition for a minimum period of 6 (six) months from the date of such purchase and shall not be entitled to sell / transfer to the Employees, or otherwise dispose of the same, except in compliance with the SEBI (Share Based) Regulations, as amended from time to time.

14. Rights as Shareholder

14.1. Save and except as provided under Clauses 11 and 12, the Scheme shall confer on the Eligible Employees all the rights and status of a shareholder of the Company in respect of dividend, voting rights, etc. in respect of the Shares transferred under the Scheme which are validly acquired (and not merely as a holder of the Offer) subject to fulfilment of Lock-in Period and other restrictions imposed under the Scheme.

14.2. No Employee shall have any rights as a shareholder with respect to any Shares prior to the date of credit of Shares into his / her demat account.

14.3. If the Company issues bonus shares or rights shares, the Eligible Employee will be eligible for the bonus or rights shares in the capacity of a shareholder of the Company (and not merely as a holder of the Offer) even during the Lock-in Period.

15. Employees' Perquisite Taxation

15.1 If the Company is required to deduct the perquisite tax, determined under the Income Tax Law, from the salary payable to the Eligible Employees, the Company retains the right to make such deductions.

15.2 Any tax liability that may arise under the ESPS Plan on the Eligible Employees shall be recovered from the Eligible Employees. Alternatively, if so decided by the Committee, the tax liability of the Eligible Employees may be borne by the Company and not recovered from the Eligible Employees.

16. Miscellaneous

16.1. Nomination

Each Eligible Employee under the ESPS Plan may nominate, from time to time, any Nominee to whom any benefit under the Scheme is to be delivered in case of his/her death before he

receives all such benefits. Each such nomination shall revoke all prior nominations by the same Eligible Employee and shall be in form and manner as prescribed by the Company and will be effective only when filed by the Eligible Employee in writing with the Company during his/her lifetime. In the event of any dispute with regard to nominations, the last nomination provided by the Eligible Employee and available with the Company shall be regarded as final nomination and shall be binding. Upon delivery of the benefits, if any, to such Nominees, the liability for delivery of such benefits shall stand fully and finally discharged. For the time being, the Nomination Form shall substantially be in form and manner provided in **Annexure C**.

16.2. Corporate Action(s)

In the event of any Corporate Action, the Committee, in consultation with the Trust, shall determine and adjust the number of Shares offered or the Purchase Price or any other terms of the Offer, to be such number of Shares or Purchase Price or such terms of the Offer as is appropriate, to ensure that the Eligible Employees are in the same position and not worse off, as they were prior to such Corporate Action, subject to the same being in accordance with the Applicable Laws.

16.3. Regulatory Approvals & Compliances (Disclosures)

- a. The implementation of the ESPS Plan, purchase of any Shares and transfer of any Shares to the Eligible Employees under this Scheme, shall be subject to the Applicable Laws and procurement by the Company of all approvals and permits required from any Governmental Authorities having jurisdiction over the Scheme and the Shares issued pursuant thereto.
- b. The Employees under the Scheme, if requested by the Trust, shall provide such assurances and representations to the Company or the Trust, as the Trust/ Committee may deem necessary or desirable to ensure compliance with all the Applicable Laws governing the accounting requirements.
- c. The inability of the Company to obtain required approval from any Governmental Authority having jurisdiction or under the Applicable Laws, for the lawful acquisition and transfer of any Shares hereunder, shall relieve and wholly discharge the Company and the Trust of any and all liability in respect of the failure to acquire or transfer such Shares.
- d. The Company, Trust and the Eligible Employees shall make all requisite disclosures regarding the Scheme and the acquisition of the Shares pursuant thereto, to the Governmental Authorities or otherwise as may be mandated under the Applicable Laws.

16.4. Neither the existence of this Scheme nor the fact that an individual has on any occasion been offered the Shares shall give such an individual any right, entitlement, or expectation that he/she has or will in future have any such right, entitlement or expectation to participate in subsequent offers under this Scheme or any future scheme(s) by which Shares are offered on any other occasion.

16.5. Unless the Shares are offered to the Eligible Employee, neither the adoption of the Scheme nor any action of the Board or the Committee or the Trust or the shareholders of the Company shall be deemed to give an Eligible Employee, any right to claim or be offered any Shares or a right to acquire Shares under the Scheme.

- 16.6. The rights and obligations of any Eligible Employee under the terms of his/her office or employment shall not be affected by his/her participation in this Scheme or any right which he may have to participate in it. It is clarified that nothing contained herein or in the Offer Letter shall give or confer upon the Eligible Employee, any right for continuation of any employment with the Company or interfere in any way with the right of the Company to terminate the employment of such Eligible Employee.
- 16.7. The Eligible Employee 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 apply / accept an Offer of Shares in whole or in part.
- 16.8. This Scheme shall not confer on any person, any legal or equitable rights against the Company, Committee, Trust, or its Trustee(s), directly or indirectly, or give rise to any cause of action at law or in equity against the Company / Committee / Trust / its Trustee(s).
- 16.9. The Eligible Employees shall comply with the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 and SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities market) Regulations, 2003 as well as any code of conduct or such similar policies, procedures or systems formulated or adopted by the Company, the Committee, the Trust, or the Trustee(s). The Eligible Employees shall comply with any other Applicable Laws for acquiring and holding the Shares under the Scheme.
- 16.10. The Company shall bear the costs of establishing and administering this Scheme, including any costs of the Company's secretarial auditors or any independent financial advisor for any services rendered in relation to this Scheme.
- 16.11. Other than as set out in this Scheme, the existence of this Scheme and the Offer made hereunder shall not in any way affect the right or the power of the Company to make or authorize any change in capital structure (including any issue of Shares, debt or other securities having any priority or preference with respect to the existing Shares or the rights thereof) or to prevent the Company from taking any Corporate Action or change its capital structure which is deemed by the Company to be appropriate or in its best interest.

16.12. General Risks

- a) Participation in the Scheme is entirely voluntary and shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the Shares and the risks associated with the investments is that of the Eligible Employee alone.
- b) Investment in equity and related securities involve a degree of risk and Eligible Employee should not invest any funds in securities unless they can afford to take the risk of losing their investment. For taking a decision to purchase/ acquire the Shares, the Eligible Employee must rely on their own evaluation of the Company including the risks involved.

17. Accounting and Disclosures

- 17.1. The Company shall follow the laws/regulations applicable to accounting related to Shares, including but not limited to the Indian Accounting Standards ('IND AS') 102 on 'Share-based Payments' and/ or any relevant accounting standards as may be prescribed by the Institute of Chartered Accountants of India or any other appropriate authority, from time to time, including any 'Guidance Note on Accounting for employee share-based payments' issued in that regard from time to time and comply with the disclosure requirements prescribed therein, in compliance with relevant provisions of SEBI (Share Based) Regulations and the disclosure requirements prescribed therein.
- 17.2. The Company shall comply with the disclosure requirements in relation to the ESPS Plan as prescribed under the Companies Act, the SEBI (Share Based) Regulations, and such other regulations, guidelines, circulars, clarifications, notifications etc., as may be issued by SEBI and any other appropriate authority from time to time.

18. Certificate from Secretarial Auditors

- 18.1. The Board shall at every annual general meeting, place before the shareholders a certificate from the secretarial auditors of the Company that the Scheme has been implemented in accordance with the SEBI (Share Based) Regulations and in accordance with the resolution of the Company passed in the general meeting where the Scheme has been approved.

19. Governing Laws

- 19.1 Subject to the foregoing, the terms and conditions of the Scheme and any disputes arising out of, in connection with or relating to the same shall be subject to the Applicable Laws of India and to the exclusive jurisdiction of the courts at Delhi.

19.2 Foreign Exchange Laws

In case any Shares are transferred to an Eligible 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 Parties shall comply with such requirements as may be prescribed from time to time in connection with transfer of such Shares.

20. Dispute Resolution

- 20.1. In the event of a dispute arising out of or in relation to the provisions of this Scheme (including a dispute relating to the construction or performance thereof), the relevant parties shall attempt in the first instance to resolve such dispute through an amicable settlement.
- 20.2. In case of failure in reaching an amicable settlement, either party may refer the dispute to the sole arbitrator appointed mutually by the Company and the Eligible Employee for arbitration. The arbitration proceeding shall be held in Delhi and in English language under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The award of the sole arbitrator shall be a reasoned award in writing and shall be final and binding. The sole arbitrator shall also decide on the costs of the arbitration proceedings.

21. Notices

- 21.1. All notices of communication required to be given by the Company or the Committee or the Trust to an Eligible Employee or any correspondence to be made between the Company or the Committee or the Trust and Eligible Employee by virtue of this Scheme shall be given or made in writing and/or in any other means of electronic communication. The communications shall be made by the Company/Committee/Trust in any one or more of the following ways:
- i. sending communication(s) to the last known address of the Eligible Employee available in the records of the Company; or
 - ii. delivering the communication(s) to the Eligible Employee in person with acknowledgement of receipt thereof; or
 - iii. emailing the communication(s) to the Eligible Employee at the official email address provided by the Company during the continuance of employment or at the email address provided by the Eligible Employee after Cessation of employment.
- 21.2. Any notice or communication to be given by an Eligible Employee to the Company or the Committee or the Trust or any correspondence to be made between Eligible Employee and the Company or the Committee or the Trust may be given or made to the Company/Committee at the corporate office of the Company and to the Trust, at the registered office of the Trust.

22. Jurisdiction

- 22.1. Subject to clause 20, the Courts in Delhi, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of the Scheme.
- 22.2. Nothing in this clause shall however limit the rights of the Company to bring proceedings against any Employee in connection with this Scheme in any other court of competent jurisdiction or 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 any other provision of this Scheme, but this Scheme shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Scheme shall be carried out as nearly as possible according to its original terms and intent.
- 23.2. Any term of this Scheme that is contrary to the requirement of the SEBI Regulations or any other Applicable Laws shall not apply to the extent it is contrary, but the remaining provisions of the Scheme shall continue to be applicable.

24. Amendment or Termination of the ESPS Plan/Scheme

- 24.1. Subject to prior approval of the shareholders of the Company by way of a special resolution and compliance with the Applicable Laws, the Board / Committee may from time to time amend, alter or vary the terms of the Scheme or terminate the ESPS Plan, provided that no such amendment, alteration, variation or termination be made, which would impair or prejudice the rights already accrued to the Eligible Employees under the ESPS Plan / Scheme. However, the Board/ Committee may revise any of the terms and conditions of this Scheme to meet any regulatory requirement without seeking shareholders' approval.
- 24.2. Without prejudice to the above, the Board/ Committee may, without seeking prior approval of the shareholders of the Company by way of a special resolution, amend the Scheme or award or any agreement to comply with any Applicable Laws or regulations, which is or may hereinafter, become applicable to this ESPS Plan.

25. Confidentiality

- 25.1. An Eligible Employee must keep the details of the Scheme, his/her holdings, and all other documents in connection thereto strictly confidential and must not disclose the details with any of his/her peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates except with the prior written permission of the Committee unless so required to do under any statutes or regulations applicable to such Employee which shall be done only after prior written notice to the Committee to the extent permissible by applicable laws.
- 25.2. On receipt of Shares by the Eligible Employees, it shall be deemed as if the Eligible Employee has authorized the Company to disclose information relating to the Eligible Employee 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.
- 25.3. This clause shall survive the termination of the scheme or employment of the Eligible Employees.

OFFER LETTER

Date: [.]

From

The Members,
Nomination and Remuneration Committee of the Board of Godfrey Phillips India Limited

To

Name of the Employee:

Employee Grade/Code:

Dear Mr./Ms. _____

Godfrey Phillips India Limited (“**Company**”) is currently at an exciting phase and endeavors to achieve sustained and planned growth. We believe that our businesses have a bright future, and the efforts of employees will play a key role in helping the Company realize this potential. At this time, we would like to extend a token of our appreciation and gratitude for your valued contribution in building the Company.

We are happy to inform you that you have been selected to be covered under the ESPS Plan. The Scheme is enclosed herewith. You are requested to study the same carefully and familiarize yourself with the terms and conditions.

Accordingly, by this Offer Letter and as approved by the Committee, we are pleased to offer you [**insert number of Shares**] Shares by virtue of which you will be eligible to purchase such number of Shares of the Company from the Trust, subject to the terms and conditions of the Scheme and Tripartite Agreement. The details of the Offer of Shares are as follows:

Number of Shares offered	[.]
Offer period (commencement and closure)	[.]
Exercise/ Purchase Price per Share	[.]
Payment window (commencement and closure)	
[Statutory levies - stamp duty etc.]	[.]
Lock-in Period	[.]

The treatment of shares upon cessation of employment/ association, shall be dealt with as provided under Clause 12 of the ESPS Plan.

This Offer Letter is as per the terms and conditions given in ESPS Plan and is strictly confidential. The terms contained in the ESPS Plan shall apply to this Offer Letter, and in case of conflict, the terms provided in the ESPS Plan shall supersede the Offer Letter.

This letter along with the ESPS Plan and such other document as may be executed by you, along with the documents envisaged therein constitutes the entire agreement, and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. The Offer is valid till [•] and shall lapse if not expressly accepted before the close of the day mentioned herein. If the Offer is acceptable to you, kindly sign the **Acceptance Form** in token of your acceptance. The Acceptance Form is annexed as **Annexure B** to the ESPS Plan. Kindly note that you will be required to have an operational dematerialized account at the time of exercising / purchasing your entitlement under Offer and in the event, you do not have an existing dematerialized account, we request you to kindly open and maintain the same as on the Purchase Date.

Entitlement to any benefits under the ESPS Plan is subject to the compliance of terms and conditions stipulated therein and on acceptance of this Offer and such terms and conditions shall be deemed as if an agreement between you and the Company.

You are requested to return the duly filled-in Acceptance Form and other requisite documents along with the payment of the total amount of the Purchase Price for the Shares offered to you. The payment shall be made by way of a crossed cheque, demand draft, or by electronic mode through approved banking channels in favour of the ESPS Trust.

[The income tax liability, if any, on exercise of Offer is recoverable / not recoverable from you and the same is not borne / borne by the Company (as per the decision of Committee).]

We look forward to working with you under a long-term partnership to build a stronger and more profitable Company in future.

All capitalized terms used herein shall have the same meaning as provided in ESPS Plan.

Yours sincerely,

For Nomination and Remuneration Committee of the Board of Godfrey Phillips India Limited

[Authorised Signatory]

ACCEPTANCE FORM

Date: [.]

To

The Members,
Nomination and Remuneration Committee of the Board of Godfrey Phillips India Limited

Copy To: The Trustee,
Godfrey Phillips ESPS Trust,
Delhi

Kind attention: Mr./Ms. *[insert name of the person to whom the communication should be sent]*

Dear Sir/ Ma'am,

This is in reference to the Offer Letter dated [•] offering me [•] Shares under the ESPS Plan. I hereby accept the Offer made to me by the Offer Letter under the ESPS Plan.

I have received a copy of ESPS Plan and have had an opportunity to review and understand the content thereof. I undertake to be bound by the terms and conditions of ESPS Plan, including payment of the complete amount payable by me. I undertake that at the time of exercise, I will have an operational dematerialized account, details of which will be forwarded to the Trust. I further agree to submit to all decisions of the Committee as may be taken from time to time and confirm that all such decisions pertaining to my Shares under this Scheme shall be binding on me.

I declare and agree that I will comply with the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the policy / code of conduct adopted by the Company in accordance thereto.

[Insert the number] Shares are eligible for purchase by me in accordance with the ESPS Plan. Effective as of ***[Insert date]*** of ***[Insert month], [Insert year]***, I hereby exercise my right to purchase the Shares of the Company against the said Offer.

I understand and acknowledge that until the transfer of the Shares (as evidenced by the appropriate entry in the books of the Company / Trust or the records maintained by the depository of the Company), no right to vote or receive dividends shall exist.

I understand that the said purchase of Shares is subject to lock in conditions and other conditions as per the terms of ESPS Plan. I have / will in [•] days submit all necessary documentation to the Trust, as required under the ESPS Plan and the Offer Letter.

Requisite details for the said transfer are provided in Annexure to this Acceptance Form.

All capitalized terms used herein shall have the same meaning as provided in ESPS Plan.

Yours faithfully

Signature

(Name of Employee: _____)

(Designation of the Employee: _____)

(Employee Code: _____)

**ANNEXURE TO ACCEPTANCE FORM
(ESPS Plan 2024)**

Name of Employee			
Employee ID		Location	
IT PAN/GIR No. & Circle/Ward			
Address			
<p>Demat Account Details</p> <p>DP ID _____ Client ID (Account No.) _____</p> <p>Depository Participant (DP)'s: -</p> <p>Name: _____</p> <p>Address: _____</p>			

Dated: [.]

Instructions: Please write the names exactly in the same manner as provided in the Demat Account.

NOMINATION FORM

Date: [.]

To,
The Members,
Nomination and Remuneration Committee of the Board of Godfrey Phillips India Limited
Delhi

Kind Attn: [*insert name of the person to whom the communication should be sent*]

Dear Madam/Sir,

In respect of the Shares to be exercised by me under the ESPS Plan, I hereby wish to appoint following mentioned person as my nominee in accordance with the ESPS Plan. The details of the nomination are as follows:

Name of Employee in Full:

NOMINEE DETAILS

Name in Full	
Relationship with Employee	
Address	
[ID Proof: PAN / Passport / Driving License, etc.]	
Age	
Guardian Name	
Relationship with Nominee	
Address	

Yours faithfully,

	Signature	Place	Date
Name of Employee			
Name of Nominee/ Guardian			