

Rayzon Employee Stock Option Plan 2025

Rayzon Solar Private Limited



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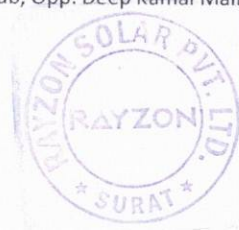
1. Name, Objective and Term of the Plan

- 1.1 This Employee Stock Option Plan shall be called '**Rayzon Employee Stock Option Plan 2025**' ("**ESOP 2025**" / "**Plan**"). The objective of the ESOP 2025 is to reward the Employees for association, dedication and contribution to the goals of the Company. The Company intends to use this Plan to attract and retain key talents working with the Company and its Subsidiary Company by way of rewarding their performance and motivate them to contribute to the overall corporate growth and profitability. The Company views ESOP 2025 as instruments that would enable the Employees to get a share in the value they create for the Company in the years to come.
- 1.2 The ESOP 2025 is established with effect from the date of shareholders' approval dated 13th March, 2025 on which the shareholders of the Company have approved it and shall continue to be in force until (i) its termination by the Board/ Committee as per provisions of Applicable Laws, or (ii) the date on which all of the Options available for issuance under the ESOP 2025 have been issued and exercised, whichever is earlier. Thus, all the Employees meeting the eligibility criteria as may be determined by the Nomination and Remuneration Committee from time to time and who join the Company and / or its Subsidiary Company hereafter would also be entitled to the benefit under Plan.
- 1.3 The approval of shareholders by way of a separate resolution passed on 13th March, 2025 has been obtained by the Company to grant Options to Employees of the Subsidiary Companies of the Company.
- 1.4 The Board of Directors may subject to compliance with applicable laws, at any time alter, amend, suspend or terminate ESOP 2025.

This document sets out the terms and conditions of the Scheme.

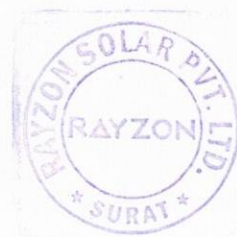
2. Definitions and Interpretation**2.1 Definitions**

- i. "**Anti-Corruption Laws**" shall mean all Applicable Law relating to anti-bribery or anti-corruption (including, without limitation, the (Indian) Prevention of Corruption Act, 1988, the FCPA, each as amended and applicable.
- ii. "**Applicable Law**" means all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, circulars, guidelines, policies, directions, directives, all relevant revenue, tax, securities or exchange control regulations or corporate laws of India or any relevant jurisdiction and orders of any Government, statutory authority, tribunal, board, or court or recognized stock exchange, relating to Options, Employee Stock Options by whatever name called, including and without limitation to the Companies Act, 2013 and the rules framed thereunder, Rule 12 of Companies (Share Capital and Debentures) Rules, 2014, Securities and Exchange Board of India Act 1992, SEBI Share Based Employee Benefits and Sweat Equity Regulations 2021 (SEBI SBEB Regulations) and includes any statutory modifications or re-enactments thereof and all relevant tax, securities, exchange control or corporate laws of India or any relevant jurisdiction or of any Stock



Exchange on which the Shares may be listed or quoted and, if applicable, foreign exchange laws.

- iii. **"Board"** means the Board of Directors of the Company.
- iv. **"Committee/Compensation Committee"** means the nomination and remuneration committee or any other committee constituted or re-constituted by the Board from time to time, as per the requirements of Applicable Laws, and in absence of committee by the Board, to administer and supervise the Scheme and other employee benefit schemes among other things, comprising of such members of the Board as provided under Section 178 of the Companies Act read with Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI LODR, 2015**"), to act as a compensation committee under Regulation 5 of the SEBI SBEB Regulations.
- v. **"Companies Act"** means the Companies Act, 2013 read with rules issued thereunder from time to time and includes any statutory modifications or reenactments thereof.
- vi. **"Company"** means 'Rayzon Solar Private Limited', a company registered in India under the provisions of the Companies Act, 2013, having CIN: U29309GJ2022PTC133026 and having its Registered Office: 1104-1107 & 1109-1110, 11th Floor, 1104, Millennium Business Hub, Opp. Deep Kamal Mall, Varachha Road, Sarthana Jakatnaka, Surat, Gujarat, 395006.
- vii. **"Company Policies/Terms of Employment"** means the Company's policies for Employees and the terms of employment as contained in the employment letter/contract and the Company handbook, which includes provisions requiring a desired level of performance, securing the confidentiality, non-compete, and non-poaching of other employees and customers. Policies/Terms of Employment of the Subsidiary Company as regards an Option Grantee on the payrolls of such Subsidiary Company shall be deemed to be "Company Policies/Terms of Employment" for such Option Grantee.
- viii. **"Control"** shall have the same meaning as defined under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011;
- ix. **"Director"** shall have the same meaning as defined under section 2(34) of the Companies Act, 2013.
- x. **"Eligibility Criteria"** means the criteria as may be determined from time to time by the Committee for granting the Options to the Employees.
- xi. **"Eligible Employee"** means the Employee selected by the Committee for Grant of Options, based on broad parameters like seniority, cadre, criticality of the position, current and potential performance of the individual on a case-by-case basis, or any other criteria which the Committee may deem relevant. In determining the eligibility of any Employee, the Committee shall consider such factors as it may deem relevant for the purpose. The criteria for determining the eligibility of an Employee to receive Options may be prescribed and / or revised from time to time at the discretion of the Committee.
Neither the Scheme nor any Employee Stock Option shall confer upon any Option Grantee any right with respect to continuing the Option Grantee's relationship as Employee with the Company, nor shall it interfere in any way with his or her right or the Company's right to terminate such relationship at any time, for any reason whatsoever.
- xii. **"Employee"** means
 - a. an employee of the Company exclusively working in India or out of India; or
 - b. a director of the company, whether a whole-time director or not, including a non-



- executive director who is not a promoter or member of the promoter group but excluding an independent director; or
- c. an Employee as defined in sub-clauses (a) or (b) of a group company including a subsidiary or its associate company, in India or outside India, or of a holding company of the company, but does not include
 1. an employee who is a Promoter or belongs to the Promoter Group;
 2. a director who either by himself or through his relatives or through any body corporate, directly or indirectly holds more than 10% of the issued and subscribed Shares of the Company; and
- xiii. **"Employee Stock Option"** means an option granted to an Employee, which gives such Employee the right, but not an obligation, to purchase or subscribe at a future date to the Shares underlying the Option offered by the Company at a pre-determined price.
 - xiv. **"ESOP 2025"/ "Plan"** means the 'Rayzon Employee Stock Option Plan 2025' under which the Company is authorized to grant Options to the Employees.
 - xv. **"Exercise/ "Exercise of an Option ""** means an expression of an intention by an Employee to the Company to purchase the Shares underlying the Options vested in him/ her, in pursuance of the ESOP 2025 and on payment of the Exercise Price, by the procedure laid down by the Company for Exercise of Options.
 - xvi. **"Exercise Period"** means such time period after Vesting within which the Employee can exercise his/ her right to apply for the Equity Shares against the Options vested in pursuance of the ESOP 2025.
 - xvii. **"Exercise Price"** means the price, if any payable by an Employee to exercise the Options granted to him in pursuance of the ESOP 2025.
 - xviii. **"Fair Market Value"** of a Share/Option means the market price as determined by SEBI registered Category-I Merchant Banker or a Registered Valuer as per Companies Act, 2013, appointed by the Compensation Committee from time to time as it deems necessary. Provided that after Listing, the term 'Fair Market Value' shall refer to "Market Price" within the meaning of the SEBI SBEBS Regulations.
 - xix. **"Grant"** means the issue of Options to the Employees under the ESOP 2025.
 - xx. **"Grant Letter"** means the letter by which a Grant is communicated to a Grantee.
 - xxi. **"Grant Date"** means the date of the meeting of the Committee in which Grant of Options to the Employees is approved.
 - xxii. **"Independent Director"** means a Director within the meaning of Section 149(6) of the Companies Act read with Regulation 16(1)(b) of the SEBI LODR, 2015.
 - xxiii. **"Lock-in period"** means such period during which Shares issued by the Company to the Eligible Employee under the exercise of ESOP under ESOP 2025 shall not be allowed for transfer, sale, hypothecation, charge or any other form of alienation by the Eligible Employee.
 - xxiv. **"Listing"** means listing of the Company's Shares on any Recognized Stock Exchange pursuant to an initial public offer.
 - xxv. **"Market Price"** means the latest available closing price on the Stock Exchange on which the Shares of the Company may be listed, immediately before the Relevant Date.
- Explanation-** If Shares are listed on more than one Stock Exchange, then the closing price of the Shares on the Stock Exchange having higher trading volume shall be considered as the Market Price.



- xxvi. **"Misconduct"** means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the offer or Terms of Employment amounting to a violation or breach of Terms of Employment as determined by the Committee after giving the Employee and opportunity of being heard, wherever required:
- conduct which in the reasonable opinion of the Committee amounts to a serious breach by an Option Grantee of the obligation of trust and confidence to his employer; or
 - a finding by the Committee that an Employee has committed any material or consistent breach of any of the terms or conditions of the Employee service agreement including any willful neglect of or refusal to carry out any of his/her duties or to comply with any instruction given by the Committee; or
 - being convicted of any criminal offence; or
 - being disqualified from holding office in the Company or any other company under any legislation or being disqualified or disbarred from membership of, or being subject to any serious disciplinary action by, any regulatory body within the industry, which undermines the confidence of the Committee in the individual's continued employment; or
 - having acted or attempted to act in any way which in the opinion of the Committee has brought or could bring the Company or any other member of the group into disrepute or discredit; or
 - involved in any misdemeanor in accordance with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal); or
 - breach or violation of any Anti-Corruption Laws; or
 - Any other act or omission not included above but defined as misconduct in the Company's rules or Employee handbook and/or employment agreement and/or appointment letter.
- xxvii. **"Option" or "Employee Stock Option" or "ESOP"** means the option given to an Eligible Employee which gives the right to purchase or subscribe at a future date, the Equity Shares offered by the Company, directly or indirectly, at a pre-determined price.
- xxviii. **"Option Grantee"** means an Employee who has been granted an Option and who has accepted such Grant as required under the Plan and shall deem to include nominee/ legal heir of an Option Grantee in case of his/her death to the extent provisions of the Plan apply to such nominee/ legal heir.
- xxix. **"Permanent Incapacity"** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Committee based on a certificate of a medical expert identified by the Company.
- xxx. **"Plan"** means and refers to ESOP 2025 defined hereof.
- xxxi. **"Promoter"** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended.
- xxxii. **"Promoter Group"** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended.
- 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 Promoters of the Company.
- xxxiii. **"Recognized Stock Exchange"** means a stock exchange which has been granted recognition under section 4 of the Securities Contracts (Regulation) Act, 1956 (42 of 1956).
- xxxiv. **"Relevant Date"** means any of the following dates as the context requires:
- in the case of Grant, the date of the meeting of the Committee on which the Grant is made; or
 - in the case of Exercise, the date on which the notice of Exercise is given to the Company by the Option Grantee
- xxxv. **"Retirement"** means retirement as per the rules of the Company.
- xxxvi. **"SEBI SBEB Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits) and Sweat Equity Regulations 2021, as amended and re-enacted from time to time, and includes any clarifications or circulars issued thereunder.
- xxxvii. **"Secretarial Auditor"** means a company secretary in practice appointed by a company under rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 to conduct secretarial audit pursuant to regulation 24A of the SEBI LODR, 2015
- xxxviii. **"Shares"** means equity shares of the Company of the face value of INR 2 (Two) each fully paid up including the equity shares arising out of the Exercise of Options granted under ESOP 2025.
- xxxix. **"Stock Exchange"** means the National Stock Exchange of India Limited (NSE), BSE Limited (BSE), or any other recognized stock exchanges in India on which the Company's shares are listed or get listed in future.
- xl. **"Subsidiary Company(ies)"** means any present or future subsidiary company(ies) of the Company as per the provisions of the Companies Act.
- xli. **"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.
- xlii. **"Vesting"** means earning by the Option Grantee, the right to Exercise the Options granted to him in pursuance of the ESOP 2025.
- xliii. **"Vesting Condition"** means any condition subject to which the Options granted would vest in an Option Grantee.
- xliv. **"Vesting Period"** means the period during which the vesting of the Option granted to the Employee, in pursuance of the ESOP 2025, takes place.
- xlvi. **"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 Plan, unless the contrary intention appears:

- the clause headings are for ease of reference only and shall not be relevant to interpretation;
- a reference to a clause number is a reference to its sub-clauses;
- words in the singular number include the plural and vice versa;
- words importing a gender include any other gender; and
- a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.

Words and expressions used and not defined here but defined in the Rule 12 of Companies (Share



Capital and Debentures) Rules, 2014, SEBI SBEB Regulations, Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) of the Companies Act, and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in that legislation, as the context requires.

3. Authority and Ceiling

- 3.1 The shareholders of the Company by way of special resolution dated 13th March, 2025 approved the Plan authorizing the Committee to Grant not exceeding 1,00,00,000 (One Crore only) Options to the eligible Employees in one or more tranches, from time to time, which in aggregate shall be exercisable into not more than 1,00,00,000 (One Crore only) Shares of the face value of INR 2 each fully paid up, with each such Option conferring a right upon the Employees to apply for one Share in the Company in accordance with the terms and conditions as may be decided by the Committee in accordance with the provisions of the Applicable Laws under the Plan. It is expressly clarified that the maximum number of Shares that may be issued pursuant to exercise of all Options granted to the Grantees under this Plan shall not exceed 5% of the issued Share Capital of the Company or such other limit as may be prescribed under Applicable Laws.
- 3.2 The maximum number of options that may be granted per Employee and in aggregate shall be decided by the Committee depending upon the designation and the appraisal/ assessment process. However, the Grant of Options to identified Employees, shall not, at any time exceed 60,00,000 (sixty lakhs only) options i.e. 60% of the total Option pool size approved by the shareholders for ESOP 2025. Prior approval of shareholders in the general meeting shall be obtained by way of a special resolution in case the Grant of Options to any identified Employee is equal to or more than 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Option.
- 3.3 If an Option is forfeited, cancels, expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Options pool as mentioned in Sub-clause 3.1 and shall become available for future Grants, subject to compliance with all Applicable Laws.
- 3.4 Where Shares are issued consequent upon exercise of an Option under the ESOP 2025, the maximum number of Shares that can be issued under ESOP 2025 as referred to in Clause 3.1 above shall stand reduced to the extent of such Shares issued.
- 3.5 In case of a Share split or consolidation, if the revised face value of the Share is less or more than the current face value as prevailing on the date of coming into force of this Plan, the maximum number of Shares available for being granted under ESOP 2025 as specified above shall stand modified accordingly, to ensure that the cumulative face value (no. of Shares X face value per Share) before such Share split or consolidation remains unchanged after such Share split or consolidation. Thus, for example, if the prevailing face value of each Share is INR 2 and the revised face value after the Share split is INR 1 per share, the total number of shares available under the Scheme would be (Shares reserved at Sub-Clause 3.1x2) of INR 1 each. Accordingly, the number of Options to be issued will also change. Similarly, in case of bonus issue, etc. the available number of Shares under the Plan shall be revised to restore the value.

ESOP 2025

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Rayzon Solar Private Limited (CIN: U29309GJ2022PTC133026)

Registered Office: 1104-1107 & 1109-1110, 11th Floor, 1104, Millennium Business Hub, Opp. Deep Kamal Mall, Varachha Road, Sarthana Jakatnaka, Surat, Gujarat, 395006



4. Administration

- 4.1 The ESOP 2025 shall be administered by the Committee. All questions of interpretation dispute, discrepancy or disagreement which shall arise under, or as a result of, or pursuant to, or in connection with the ESOP 2025 or any Option shall be determined by the Committee and such determination/ decision / interpretation shall be final and binding upon all persons having an interest in the ESOP 2025 or any Option issued thereunder. No member of the Committee shall be liable for any decision or action made in good faith with respect to the Scheme of the Company.
- 4.2 The Committee may rectify any defect or omission, or reconcile any inconsistency in this Scheme in the manner and to the extent the Committee deems necessary or desirable. Provided that any such action by the Committee shall not amount to varying the terms of the Scheme such that it may be prejudicial to the interests of Employees.
- 4.3 The Committee shall in accordance with this Plan and Applicable Laws determine the following:
- (a) The quantum of the Option to be granted under the ESOP 2025 per Employee, subject to the ceiling as specified in Para 3.1;
 - (b) the Eligibility Criteria for grant of Option to the Employees;
 - (c) the specific Exercise Price at which employees can exercise the option within the Exercise Period.
 - (d) the specific Exercise Period within which the Employee should Exercise the Option and that Option would lapse on failure to exercise the Option within the Exercise Period;
 - (e) the specified period within which the Employee shall Exercise the Vested Option in the event of termination or resignation or other causes of separation of an Employee;
 - (f) the right of an Employee to Exercise all the Options vested in him at one time or at various points of time within the Exercise Period;
 - (g) the procedure for making a fair and reasonable adjustment to the number of Options and the Exercise Price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard following shall be taken into consideration by the Committee:
 - (i) the number and the price of Option shall be adjusted in a manner such that the total value of the Option remains the same after the corporate action; and
 - (ii) the Vesting Period and the life of the Option shall be left unaltered as far as possible to protect the rights of the Option Grantees.
 - (h) the procedure and terms for the Grant, Vesting, and Exercise of Option in case of Employees who are on long leave;
 - (i) the conditions under which Option vested in Employees may lapse in case of termination of employment for Misconduct;
 - (j) maintain the Employee Stock Option Register in such manner and format as may be specified as per the Companies Act and related rules;
 - (k) The Committee shall, with the approval of the Board and Shareholders, take all such actions and amendments to this Scheme, which shall be necessary to comply with various acts and regulations, including SEBI SBEB Regulations and Regulations issued under Foreign Exchange



Management Act, 1999 ("FEMA"), as and when they become applicable to the Company;

- (l) Frame any other byelaws, rules or procedure as it may deem fit for the purpose of administering the Plan.
 - (i) approve forms, writings and/or agreements for use in pursuance of the ESOP 2025 and may from time to time amend, recall or replace such terms & conditions, forms, notices, orders and circulars.
- 4.4 In connection with listing of Shares of the Company on any recognized stock exchanges or anytime thereafter, the Committee shall also frame suitable policies and/ or systems to ensure that there is no violation of (a) Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended from time to time), (b) Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003 (as amended from time to time), and (c) any other regulation as may be notified by the Securities and Exchange Board of India or any other authority from time to time, by the Company and any Employee.
- 4.5 The Committee shall also have a right to delegate or authorize any officer of the Company, if required and subject to the extent allowed under the Applicable Laws, such power to do specific acts and things without limitation to the listing of Shares on recognized Stock Exchange(s) arising pursuant to Exercise of Vested Options, execution and submission of various document(s) to recognized Stock Exchange(s) or any other institution as may be deemed necessary in connection with the Plan.

5. Eligibility and Applicability

- 5.1 Only Employees are eligible for being granted Options under ESOP 2025. The specific Employees to whom the Option would be Granted and their Eligibility Criteria shall be determined by the Committee.
- 5.2 The Plan shall be applicable to the Company, its Subsidiary Company/ies and any successor Company thereof and may be granted to the Employees of the Company and its Subsidiary Company/ies, as determined by the Committee at its sole discretion.
- 5.3 Appraisal process for determining the eligibility of the Employees will be based on designation, period of service, performance-linked parameters such as work performance and such other criteria as may be determined by the Committee at its sole discretion, from time to time. Further, the Committee at its own discretion may Grant Options to any new Employee at the time of joining the Group or to any Employee for his performance in the Group.

6. Grant and Acceptance of Grant

6.1 Grant of Options

- (a) Grants contemplated under the Plan shall be made on such day and month as decided by the Committee at its discretion.
- (b) Each Grant of Option under the Plan shall be made in writing by the Company to the eligible Employees by way of Grant Letter containing specific details of the Grant, and disclosure requirements, as prescribed under Applicable Laws.



6.2 Acceptance of the Grant

Any eligible employee who wishes to accept the Grant made under this Plan must deliver to the Company a duly signed acceptance of the Grant Letter on or before the date ("**Closing Date**") which shall not be more than 30 days from the date of the Grant, as specified in the letter of Grant. On receipt by the Company of the signed acceptance, the eligible Employee will become an Option Grantee.

6.3 Any eligible Employee, who fails to deliver the signed acceptance of the Grant Letter on or before the Closing Date stated above, shall be deemed to have rejected the Grant unless the Committee determines otherwise.

6.4 Any Grant of Options as per this Scheme post the Listing of shares of Company shall be governed by the provisions of Regulation 12 of SEBI SBEB Regulations.

6.5 The Grant of Options to non-resident Participants shall be in compliance with Applicable Laws, including the FEMA Regulations, as amended from time to time.

7. Vesting Schedule and Vesting Conditions

7.1 Options granted under ESOP 2025 would Vest not earlier than one year and not later than five years from the date of Grant of such Options to the first vesting, as stated in the Grant Letter of each Grantee. The Committee can, at its discretion, have a varying Vesting cycle for each Grantee, which shall be as outlined in their respective Grant Letter, subject to Applicable Law. However, no such Vesting shall take place within 1 (one) year of the date of Grant of the Option.

Provided that in the case where Options are granted by the Company under the Plan in lieu of options held by a person under a similar Plan in another company ("Transferor Company") which has merged or amalgamated with the Company, the period during which the options granted by the Transferor Company were held by him may be adjusted against the minimum Vesting Period required under this Sub-clause.

Provided further that in the event of death or permanent incapacity of an employee, the minimum vesting period of one year shall not be applicable and in such instances, the options shall vest immediately in terms of sub-regulation (4) of regulation 9 of SEBI SBEB Regulations, on the date of the death or permanent incapacity.

7.2 Vesting of Option would be subject to continued employment of Employee with the Company or its Subsidiary Company(ies), as applicable. In addition to this, the Committee may also specify certain performance criteria subject to satisfaction of which the options would vest.

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



- 7.4 The Vesting schedule and specific Vesting Conditions for example achieving any specific minimum level of performance condition if any including but not limited to company to be profitable in the immediate previous financial year on date of vesting, subject to which Vesting would take place shall be specified in the letter issued to the Option Grantee at the time of Grant.
- 7.5 Upon Vesting, the Vested Options shall be Exercisable according to the terms and conditions as determined and set forth under the Plan.
- 7.6 **Vesting of Options in case of Employees on long leave**
The period of leave shall not be considered in determining the Vesting Period in the event the Employee is on a sabbatical. In all other events including approved earned leave, sick leave, maternity leave, paternity leave etc. if any as per company policy or government regulation, the period of leave shall be included to calculate the Vesting Period unless otherwise determined by the Committee.
- 7.7 **Acceleration of Vesting**
Subject to elapse of minimum Vesting Period of 1 (One) year from the date of Grant:
(i) The Committee shall have the power to accelerate Vesting or relax performance based vesting criteria of any or all Unvested Options.
(ii) The Options remaining unvested as on date of meeting of the Committee considering the proposal for such acceleration, may at the discretion of the Committee be deemed to vest with effect from that date or from such other date as the Committee may determine.
8. **Exercise**
- 8.1 **Exercise Price**
(a) The Exercise Price for an Option shall be the face value of the Shares (INR 2 (Two) each) or any higher price which may be decided by the Committee considering the prevailing market conditions and the norms as prescribed by SEBI and other relevant regulatory authorities, as stated in the Grant Letter of each Grantee. . The Company while determining the Exercise Price shall confirm to the accounting policies specified in Applicable Laws.
(b) Payment of the Exercise Price shall be made by a crossed cheque, or a demand draft drawn in favor of the Company or by electronic mode through banking channels such as National Electronic Funds Transfer (NEFT), Real Time Gross Settlement (RTGS), Immediate Payment Service (IMPS) or in such other manner as the Committee may decide.
- 8.2 **Exercise Period**
(a) **Exercise while in employment:**
The Exercise Period in respect of an Option shall be subject to a maximum period of **6 (Six)** years from the **Grant date** or such other shorter period as may be decided by the Committee, as stated in the Grant Letter of each Grantee. As this period is referenced to Grant date, this period includes the vesting period.



(b) Exercise in case of separation from employment:

Subject to the maximum Exercise Period stated above and subject to Applicable Law, the vested Options can be exercised as under:

Sr. no.	Events of separation	Vested Options	Unvested Options
1	Resignation (other than due to misconduct)	All the Vested Options as on the date of submission of resignation shall be exercisable by the Option Grantee by Last working day .	All the Unvested Options as of the date of submission of resignation shall stand cancelled with effect from the date of submission of resignation.
2	Termination (other than due to misconduct/ abandonment)	All the Vested Options as on the date of termination shall be exercisable by the Option Grantee before the last working day .	All the Unvested Options as on the date of termination shall stand cancelled with effect from the date of such termination.
3	Termination due to misconduct/ abandonment	All the Vested Options at the time of such termination shall stand cancelled with effect from the date of such termination.	All the Unvested Options at the time of such termination shall stand cancelled with effect from the date of such termination.
4	Retirement	All the Vested Options as on the date of retirement shall be exercisable by the Option Grantee in the manner as defined for Vested Options in para 8.2(a).	All Unvested Options on the date of retirement shall stand cancelled with effect from the date of retirement.
5	Death	All the Vested Options as of the date of death shall, vest immediately in the Option Grantee's nominee or legal heir and can be exercised in the manner as defined for Vested Options in para 8.2(a).	All the Unvested Options as of the date of death shall, vest immediately in the Option Grantee's nominee or legal heir and can be exercised in the manner as defined for Vested Options in para 8.2(a).
6	Permanent Incapacity	All the Vested Options as on date of incurring of such Permanent Incapacity shall vest immediately in the Option Grantee or nominee or legal heir as the case may be and can be exercised in the manner as defined for Vested Options in para 8.2(a).	All the Unvested Options as on date of incurring of such Permanent Incapacity shall vest immediately in the Option Grantee or nominee or legal heir as the case may be and can be exercised in the manner as defined for Vested Options in para 8.2(a).
7	Any other event (if any)	As decided by the Committee and such a decision shall be final.	As decided by the Committee and such a decision shall be final.

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



- 8.4 Payment of the Exercise Price shall be made by a crossed cheque, or a demand draft drawn in favour of the Company or by electronic mode through banking channels such as National Electronic Funds Transfer (NEFT), Real Time Gross Settlement (RTGS), Immediate Payment Service (IMPS) or in such other manner as the Committee may decide.
- 8.5 Employees can exercise all the vested options from a specific tranche of vesting at one time only rather than various times within the exercise period.
- 8.6 Only upon allotment/ transfer of the Shares, the Employees/ Nominees shall become members of the Company. The Shares to be allotted/ transferred shall rank pari-passu in all respects with the outstanding Shares of the Company.

8.7 Lapse of Options

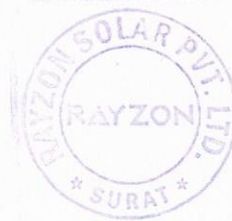
The Options not exercised within the respective Exercise Periods prescribed in Sub-clauses of Clause 8 shall lapse and be deemed to be cancelled on expiry of such Exercise Period. The Option Grantee shall have no right or recourse over such lapsed/ cancelled Options.

9. Lock-in

The Shares arising out of Exercise of Options would not be subject to any lock in period restriction after such issue except as required under the Applicable Laws including the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, or code of conduct framed, if any, by the Company after Listing under the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.

10. Listing of Shares

- 10.1 Shares issued under this Scheme after Listing of the Company shall be listed immediately on the Recognized Stock Exchange(s) where the existing Shares are listed and the Compensation Committee shall comply with the regulatory requirements of Regulation 10, 11 and 12 of the SEBI SBEB Regulations.
- 10.2 After Listing of Shares, any Grant of Options under a Scheme formulated prior to IPO and prior to Listing of shares shall be made only when the Scheme is in conformity with the SEBI SBEB Regulations and prior approval of the Shareholders of the Company has been obtained.
- 10.3 Any variation of Options or Scheme or Listing of Shares shall be in compliance with Regulation 12 of SEBI SBEB Regulations.
- 10.4 Upon Listing, the Option Grantee or his nominee/ legal heirs, where applicable, can sell Shares in the open market at any time in accordance with Applicable Laws and policies of the Company, subject to any lock in period as per Applicable Laws.



11. Exit route in case of de-listing of Shares

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

12. Restriction on transfer of Options

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

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

12.3 No person other than the Employee to whom the Option is granted shall be entitled to exercise the Option except in the event of the death/ Permanent Incapacity of the Option Grantee, in which case provisions at sub-clause 8.2(b) would apply.

13. Rights as a shareholder

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 Options granted, till Shares underlying such Options are issued by the Company upon exercise of such Option.

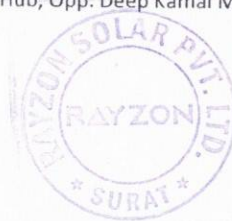
13.2 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company (for example, bonus shares, rights shares, dividend, voting, etc.) in respect of any Shares covered by the Grant unless the Option Grantee exercises the Option and becomes a registered holder of the Shares of the Company.

13.3 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 sub-clause 4.2 (g) of ESOP 2025.

13.4 If the Company issues bonus shares or rights shares post the exercise of the option by the Eligible Employee, he will be eligible for the bonus or rights shares in the capacity of a **shareholder** of the Company even during the Lock-in Period (if any).

14. Deduction/Recovery of Tax

14.1 The liability of paying taxes, if any, in respect of Options granted pursuant to this Plan and the Shares issued pursuant to Exercise thereof shall be entirely on Option Grantee and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules or any amendment thereto made thereunder and/or Income Tax Laws of respective countries as applicable to eligible Employees of



the Company/ Subsidiary company(ies) working abroad, if any.

14.2 The Company/ Subsidiary Company(ies) 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 law. 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/ secured by the Option Grantee in full.

15. Authority to vary terms

15.1 For efficient implementation and administration of the Plan but subject to the Applicable Laws and approval of the shareholders of the Company by way of a special resolution, Committee may revise any of the terms and conditions in respect of existing or any new grant of Options provided that the variation is not prejudicial to the interest of the Employees. However, the Company shall be entitled to vary the terms of the Plan to meet any regulatory requirements and obligations without seeking shareholders' approval by special resolution.

15.2 The Committee may also re-price the Options which are not exercised, whether or not they have vested if the Plan is rendered unattractive due to a fall in the price of the Shares.

16. Miscellaneous

16.1 Government Regulations

This ESOP 2025 shall be subject to all Applicable Laws, and approvals from government authorities. The Grant and the allotment of Shares under this ESOP 2025 shall also be subject to the Company requiring 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 issuance and sale of any Shares hereunder shall relieve and wholly discharge the Company from any and all liability in respect of the failure to issue or sell such Shares.

16.3 Neither the existence of this Plan nor the fact that an individual has on any occasion been granted an Option shall give such individual any right, entitlement or expectation that he has or will in future have any such right, entitlement or expectation to participate in this Plan by being granted an Option on any other occasion.

16.4 The rights granted to an Option Grantee upon the grant of an Option shall not afford the Option Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with the company 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 Option in whole or in part.

16.6 General Risks

Participation in the ESOP 2025 shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity and the risks associated with the investments is that of the Option Grantee alone.

- 16.7 The existence of the ESOP 2025 and the Grants made hereunder shall not in any way affect the right or the power of the Board or the shareholders of the Company to make or authorize any change in the capital structure, including any issue of shares, debt or other securities having any priority or preference with respect to the Shares or the rights thereof or from making any corporate action which is deemed to be appropriate or in its best interest, whether or not such action would have an adverse effect on the ESOP 2025 or any Grant made under the ESOP 2025. No employee or other person shall have any claim against the Company as a result of such action.

- 16.8 Nothing contained in the ESOP 2025 shall be construed to prevent the Company directly or through any trust settled by any company, from implementing any other new scheme for granting stock options and/or share purchase rights, which is deemed by the Company to be appropriate or in its best interest, whether or not such other action would have any adverse impact on the ESOP 2025 or any Grant made under the ESOP 2025. No employee or other person shall have any claim against the Company and/or trust as a result of such action.

17. Accounting and Disclosures

The Company shall follow 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 the disclosure requirements prescribed therein, in compliance with relevant provisions of SEBI SBEB Regulations.

18. Certificate from Auditors

Upon Listing, the Board shall, at each 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 SBEB Regulations and in accordance with the resolution of the Company in the general meeting in which the Scheme is approved. The Board shall also make the requisite disclosures of the Scheme, in the manner specified under the SEBI SBEB Regulations.

19. Tenure

This Scheme shall continue in effect unless terminated by the Company/ the Committee. Any such termination of this Scheme shall not affect Options/ Shares already Granted and such Options/ Shares shall remain in full force and effect as if the Scheme had not been terminated unless mutually agreed otherwise between the Employee/ Beneficiary and the Committee/ the Company.



20. Governing Laws

20.1 The terms and conditions of the ESOP 2025 shall be governed by and construed in accordance with the Applicable Laws of India including the Foreign Exchange Laws mentioned below.

20.2 Foreign Exchange Laws

In case any Options are granted to any Employee being resident outside India belonging to the Company/ its Subsidiary Company(ies), 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 Options, and the issue of Shares thereof.

21. Notices

21.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of this ESOP 2025 shall be in writing. The communications shall be made by the Company in any one or more of the following ways:

- i. Sending communication(s) to the address of the Option Grantee available in the records of the Company; and/ or
- ii. Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; and/ or
- iii. Emailing the communication(s) to the Option Grantee at the official email address provided if any by the Company during the continuance of employment; or in case of cessation of employment at the email address provided by the Option Grantee.

21.2 All notices of communication to be given by an Option Grantee to the Company in respect of ESOP 2025 shall be sent to the address mentioned below:

Company Secretary**Rayzon Solar Private Limited**

1104-1107 & 1109-1110, 11th Floor, 1104,
Millennium Business Hub, Opp. Deep Kamal Mall,
Varachha Road, Sarthana Jakatnaka,
Surat, Gujarat, 395006

E-mail: secretarial@rayzonenergies.com

22. Arbitration

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 disputes through an amicable settlement. The attempt to bring about an amicable settlement shall be considered to have failed as soon as one of the parties hereto, after a reasonable attempt, which attempt shall continue for not more than 30 days, gives 30 days' notice



thereof to the other party in writing. In case of such failure, either party may refer the dispute to a single arbitrator appointed by the Company and failing such agreement, to three arbitrators, one to be appointed by each party and the third arbitrator to be jointly appointed by the two arbitrators appointed by the parties. The arbitration proceedings shall be held in Surat under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The arbitrator(s) shall give a reasoned award in writing. The arbitrator(s) shall also decide on the costs of the arbitration proceedings. The parties shall submit to the arbitrator's award and the award shall be enforceable in competent court of law at Surat.

23. Nomination

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

24. Jurisdiction

24.1 The Courts in Surat, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOP 2025.

24.2 Nothing in this Sub-clause will however limit the right of the Company to bring proceedings against any Employee in connection with this ESOP 2025:

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

25. Severability

In the event any one or more of the provisions contained in this ESOP 2025 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 ESOP 2025, but ESOP 2025 shall be construed as if such invalid, illegal, or unenforceable provision had never been set forth herein, and the ESOP 2025 shall be carried out as nearly as possible according to its original intent and terms.

26. Confidentiality

26.1 An Option Grantee must keep the details of the ESOP 2025 and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peers, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case Option Grantee is found in breach of this confidentiality Clause, the Company has undisputed right to terminate any agreement and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this confidentiality Clause shall be final, binding and cannot be questioned by the Option Grantee. In case of non-adherence to the provisions of this clause, the Committee shall have the authority to deal with such cases as it may deem fit.



- 26.2 On acceptance of the grant of Option offered by the Company, it shall be deemed as if the Option Grantee has authorized the Company to disclose information relating to the Option Grantee during the process of implementation of the Plan or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents and consultants on a need-to-know basis.

-----End of Scheme-----

