‘Nuvama Wealth Management Limited Employee Stock Appreciation Rights Scheme 2026’
(“ESAR 2026” or “Scheme”)

Nuvama Wealth Management Limited
CIN: L67110MH1993PLC344634
Registered Office: 801- 804, Wing A, Building No. 3, Inspire BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051
Email: secretarial@nuvama.com
Contact No: (+91-22) 6620 3030

INDEX

1. Name, Objective and Term of the Scheme

1.1 This Scheme shall be called as "Nuvama Wealth Management Limited Employee Stock Appreciation Rights Scheme 2026" (hereinafter referred to as **"ESAR 2026"/ "Scheme"**).

1.2 The objectives of the Scheme are to reward the eligible Employees of the Company, its existing and future Subsidiary Company(ies) and/or Associate Company(ies) for their performance and to motivate them to contribute to the growth and profitability of the Company. The Scheme aims to attract, retain and reward talent in the organization.

1.3 Employee Stock Appreciation Right are an effective way of incentivizing the Employees and are recognized internationally, as an instrument to align interest of Employees with those of the Company, paving way for a unified approach to the common objective of enhancing overall shareholder value creation and provide an opportunity to the Employees to participate in the growth of the Company and create long-term wealth.

1.4 The Scheme has been approved by the shareholders of the Company on August 1, 2026. The Scheme shall remain in full force and effect until the earlier of the following:

(i) its termination by the Board in accordance with the terms of the Scheme and as per provisions of Applicable Laws;

Provided that while exercising this authority, the Board shall pass a formal resolution specifying the reasons for termination and confirming adherence to all legal and regulatory requirements. The Board shall also ensure that appropriate communication is issued to all ESAR Grantees, clearly outlining the termination details, treatment of Vested ESAR and Unvested ESAR, and relevant timelines. The Board shall conduct the entire process in a fair, transparent, and compliant manner, ensuring that the rights and benefits of all ESAR Grantees under ESAR 2026 are safeguarded; or

(ii) the date on which all of the ESAR available for issuance under the Scheme has been issued and exercised.

2. Definitions and Interpretation

2.1 Definitions

In this Scheme, unless the context clearly indicates a contrary intention, the following words or expressions shall have the meaning assigned herein:

i. "**Abandonment"** shall mean discontinuation of employment by an ESAR Grantee without giving notice or without serving a period of notice as specified by the Company from time to time.

ii. **"Applicable Laws"** means all applicable laws relating to Employee Stock Appreciation Rights by whatever name called, including but without limitation to the Companies Act, Foreign Exchange Management Act, 1999, Securities and Exchange Board of India Act, 1992 **("SEBI Regulations"),** the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 **("ICDR Regulations"),** the Securities Contracts (Regulation) Act, 1956**,** the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 **("LODR Regulations")**, the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 **("SBEB Regulations"),** as amended and enacted from time to time read with all circulars and notifications issued thereunder and all relevant tax, securities, exchange control or corporate laws of India or of any relevant jurisdiction or of any Stock Exchange on which the Shares are listed or quoted.

iii. **"Appreciation"** means the excess of Market Price of the Share over the ESAR Price.

iv. **"Associate Company(ies)"** means any associate company of the Company (present or future) and shall have the same meaning as defined under section 2(6) of the Companies Act.

v. **"Board"** means the board of Directors of the Company.

vi. "**Cash**" means amount paid in Indian rupees or in any recognized currency for Settlement of ESARs in case of fractional Share, if any, and includes payment by way of cheque, demand draft or through any other banking channel.

vii. **"Committee"** means the Nomination and Remuneration Committee constituted by the Board from time to time, to administer and supervise the Scheme and other employee benefit scheme/schemes, if any, comprising of such members of the Board as provided under Regulation 19 of LODR Regulations, as amended from time to time, to act as compensation committee under SBEB Regulations.

viii. **"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.

ix. **"Company"** means Nuvama Wealth Management Limited, a company registered in India under the provisions of the Companies Act, 1956, having CIN: L67110MH1993PLC344634 and its registered office at 801- 804, Wing A, Building No. 3, Inspire BKC G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051, Maharashtra.

x. **"Company Policies/ Terms of Employment"** means the Company's policies for Employees and the terms of employment as contained in the employment letter and the Company employee handbook and/or code of conduct, which includes provisions including but not limited to requiring a desired level of performance, securing confidentiality, non-compete and non-poaching of other employees and customers.

Explanation*: for the purpose of this definition, the term 'Company' includes its Subsidiary Company(ies) and/or Associate Company(ies) to the extent the Employees of the Subsidiary Company(ies) and/or Associate Company(ies) are covered under the Scheme.*

xi. **“Corporate Action(s)”** means a change in capital structure of the Company as a result of but not limited to split of Shares, consolidation, bonus issue, rights issue, extraordinary dividend, capital reduction, change in control, buyback linked to asset monetization, merger, amalgamation, acquisition, demerger, spin-off, hive-off, slump sale, transfer or disposal of undertaking or division, internal restructuring within Promoter Group entities or any other event having a material impact on the value of the Shares.

For the purpose of this definition, the term “control” shall be construed as defined in section 2(27) of the Companies Act.

xii. “**Director**” means a member of the Board of the Company.

xiii. “**Eligibility Criteria**” means the criteria as may be determined from time to time by the Committee for granting the ESAR to the Employees.

xiv. “**Employee**” means

(a) an employee as designated by the Company, who is exclusively working in India or outside India; or
(b) a Director of the Company, whether whole time or not, including a non-executive Director who is not a Promoter or member of the Promoter Group; or
(c) an employee, as defined in sub-clauses (a) or (b) above, of a Subsidiary Company and/or its Associate Company, in India or outside India;

but excludes:

(i) an employee who is a Promoter or belongs to the Promoter Group; or
(ii) a Director who either by himself or through his relatives or through any body corporate, directly or indirectly holds more than 10% of the outstanding Shares of the Company; or
(iii) an Independent Director.

xv. “**Employee Stock Appreciation Right” or “ESAR”** means a right given to an ESAR Grantee entitling him/her to receive Appreciation by way of Shares of the Company or Cash (for the fractional Share, if any), upon payment of Exercise Price, in accordance with and subject to the terms and conditions of the Scheme.

xvi. **“ESAR Grantee”** means an Employee who has been granted ESARs and has accepted or deemed accepted such Grant as required under the Scheme and shall be deemed to include nominee/ legal heirs of an ESAR Grantee in case of his/her death or Permanent Incapacity to the extent provisions of the Scheme are applicable to such nominee/ legal heirs.

xvii. **“ESAR Price”** means the base price determined on the Grant Date by the Committee as per the provisions of Clause 8 of this Scheme with reference to which Appreciation is computed.

xviii. **“ESAR 2026”** means this ‘Nuvama Wealth Management Limited - Employees Stock Appreciation Rights Scheme 2026’ under which the Company is authorized to grant ESARs to the Employees.

xix. **“Exercise”** means making of an application by the ESAR Grantee to the Company for receiving Appreciation in the form of Shares or Cash (for a fractional Share, if any) against ESARs vested in him/her in pursuance of the Scheme.

xx. “**Exercise Period**” means such period after Vesting within which the ESAR Grantee should exercise the rights for receiving Appreciation against ESARs vested in him/her in pursuance of the Scheme/Letter of Grant.

xxi. **“Exercise Price”** means the price payable by the ESAR Grantee for allotment of Shares in lieu of Appreciation earned which shall be equal to the face value of the Shares.

xxii. **“Grant”** means the process by which the Company issues ESARs to the Employees under the Scheme.

xxiii. **“Grant Date”** means the date of the meeting of the Committee in which Grant of ESARs to the Employees is approved or any such date which may be determined by the Committee as the Grant date.

Explanation — For accounting purposes, the grant date will be determined in accordancewith applicable accounting standards.

xxiv. **“Independent Director”** means a Director within the meaning of Section 149(6) of the Companies Act read with Regulation 16(1)(b) of the LODR Regulations.

xxv. **“Letter of Grant”** shall mean the letter issued by the Company, intimating the Employee of the ESARs granted to him/her for receiving the Appreciation as per the terms and conditions for Vesting and Exercise described therein.

xxvi. **“Long Leave”** means a sanctioned leave of more than 90 days without break and without pay. Long leave shall also include sabbatical leave without pay in full and exclude maternity leave.

xxvii. **“Market Price”** means the latest available closing price of Shares on the recognized Stock Exchange on which the Shares of the Company are listed on the date immediately prior to the applicable Relevant Date.

Explanation- If such Shares are listed on more than one Stock Exchange, then the closing price on such Stock Exchange having higher trading volume shall be considered as the Market Price.

xxviii. **“Misconduct”** means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the Company Policies/ Terms of Employment, amounting to violation or breach, as determined by the Committee after giving the Employee an opportunity of being heard:

a) constant failure of the ESAR Grantee in the opinion of the Board/Committee to achieve assigned performance targets and objectives;
b) dishonest statements or acts of an Employee, with respect to the Company including its Subsidiary Company(ies) and/or Associate Company(ies);
c) gross negligence, misconduct or insubordination of the Employee in connection with the performance of his/her duties and obligations towards the Company or its Subsidiary Company(ies) and/or Associate Company(ies);
d) participating or abetting a strike in contravention of any law for the time being in force;
e) While in employment with the Company or its Subsidiary Company(ies) and/or Associate Company(ies), ESAR Grantee is in employment of, or is engaged or associated with or renders services (whether under a contractual arrangement, consultancy, advisory arrangement or otherwise) to any other organization, entity or person without the prior approval/consent of the Company;
f) misconduct as provided under the labour laws after following the principles of natural justice;
g) the ESAR Grantee pleading guilty to or being convicted of or charged with, indicted for, or otherwise being subject to investigation or proceedings in relation to any criminal offence, act of moral turpitude, fraud, dishonesty, breach of trust, financial impropriety, regulatory violation or an offense punishable with imprisonment under any law;
h) breach of the provisions as set out in the Company Policies (including insider trading policy)/ Terms of Employment including violation of any of the post-employment obligations as set out in the Company Policies/ Terms of Employment (including non-compete, non-solicit and confidentiality obligations, if any); or
i) any other acts or omissions or breach or violation of any other terms and conditions as notified by the Committee from time to time.

xxix. "**Permanent Incapacity**" means any permanent disability of whatsoever nature, be it physical, mental, or other impairment, which incapacitates or prevents or handicaps an Employee from performing the essential functions and core duties of their designated role which the said Employee was capable of performing immediately before such disablement, as may be determined by the Committee based on a certificate of a medical expert identified by the Company and where such incapacity cannot be mitigated or resolved through reasonable accommodation or alternative suitable placement within the Company in accordance with Applicable Laws.

xxx. **"Promoter"** shall have the same meaning assigned to it under ICDR Regulations, as amended from time to time.

xxxi. "**Promoter Group**" shall have the same meaning assigned to it under ICDR Regulations, as amended from time to time.

xxxii. **"Relevant Date"** means any of the following dates as the context requires:

(d) in the case of Grant, the Grant Date; or

(e) in the case of Exercise, the date on which the application for Exercise is submitted to the Company by the ESAR Grantee.

xxxiii. **"Retirement"** means retirement or superannuation as per the policy of the Company.

xxxiv. **"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 LODR regulations.

xxxv. **"Settlement"** of an ESAR means payment of Appreciation by way of allotment of Shares or payment of Cash (for fractional Share, if any) as decided by the Committee.

xxxvi. "**Share**" means an equity share of the Company of face value of Rs.2/- (Rupees Two only) each fully paid-up and includes equity shares arising out of the Exercise of ESARs granted under the Scheme.

xxxvii. **"Stock Exchange"** means the National Stock Exchange of India Limited or BSE Limited or any other recognized stock exchanges in India on which the Company's Shares are listed or to be listed.

xxxviii. "**Subsidiary Company(ies)**" means any subsidiary of the Company (present or future), as per the provisions of the Companies Act.

xxxix. **"Unvested ESAR"** means an ESAR in respect of which the relevant Vesting Conditions have not been satisfied and as such, the ESAR Grantee has not become eligible to Exercise the ESAR.

xl. **"Vest" or "Vesting"** means earning by the ESAR Grantee, of the right to Exercise the ESARs granted to him/her in pursuance of the Scheme.

xli. **"Vested ESAR"** means an ESAR in respect of which the relevant Vesting Conditions have been satisfied and the ESAR Grantee has become eligible to Exercise the ESAR.

xlii. **"Vesting Condition"** means the conditions subject to which the ESARs granted would Vest in an ESAR Grantee.

xliii. "**Vesting Period**" means the period during which the Vesting of ESARs granted to the ESAR Grantees, in pursuance of the Scheme takes place.

2.2 Interpretation

In this Scheme, unless the contrary intention appears:

a) the clause headings are for ease of reference only and shall not be relevant to interpretation;

b) a reference to a clause number is a reference to its sub-clauses;

c) words in singular number include the plural and vice versa;

d) words importing a gender include any other gender; and

e) 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 Applicable Laws, shall have the meanings respectively assigned to them in those legislation, as the context requires.

3. Authority and Ceiling

3.1 The shareholders of the Company, pursuant to a special resolution dated August 1, 2026, **("Special Resolution")** have authorized the Committee to Grant not exceeding [redacted] number of ESARs ("**ESAR Pool**") to the Employees under the Scheme at such ESAR Price(s), in one or more tranches and on such terms and conditions, as may be determined by the Committee in accordance with the provisions of this Scheme, SBEB Regulations and in due compliance with other Applicable Laws. The aggregate number of Shares that may be issued pursuant to Exercise of ESARs under the Scheme shall not exceed [redacted] Shares of the Company ("**Share Pool**")

Explanation: It is hereby clarified that the number of ESARs granted under the Scheme may not necessarily correspond on a one-to-one basis with the number of Shares that may ultimately be issued upon Exercise of such ESARs, since ESARs represent stock appreciation-linked rights and the Settlement thereof may result in issuance of Shares representing only the Appreciation component which is excess of Market Price of the Share over the ESAR Price. The actual number of Shares arising upon Exercise of ESARs shall depend upon, *inter alia*, the ESAR Price, Exercise Price, Appreciation, Settlement methodology and other terms determined by the Committee in accordance with the Scheme and Applicable Laws. Accordingly, while the Scheme may contemplate grants up to the approved ESAR Pool, the resultant dilution and aggregate number of Shares issued upon Exercise/Settlement are expected to be materially lower and shall, in all circumstances, remain within the overall Share Pool approved by the shareholders.

3.2 The maximum number of ESARs that may be granted to an Employee, in aggregate, under all Grants made during the term of the Scheme may vary depending upon the designation, role criticality and the appraisal/ assessment process. However, the total number of ESARs to be granted to any Employee under the Scheme in aggregate or during any one year, shall not exceed 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of ESARs.

Provided that prior approval of shareholders of the Company in the general meeting by passing special resolution shall be obtained in case the Grant of ESARs to any identified Employee, during any one year, is equal to or exceeding 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of ESARs.

3.3 If an ESAR expires, lapses, is forfeited, surrendered, or becomes un-exercisable due to any reason, it shall be brought back to the pool as mentioned in Clause 3.1 and shall become available for future Grants, subject to compliance with all Applicable Laws.

3.4 Where Shares are issued consequent to Exercise of ESARs under the Scheme, the maximum number of Shares that can be issued under Scheme as referred to in Clause 3.1 above will stand reduced to the extent of such Shares issued.

3.5 In the event of any Corporate Action(s), a fair and reasonable adjustment shall be made to the ESARs granted. The Committee shall adjust the number of ESARs and/or the ESAR Price in such a manner that the total economic value of the ESARs granted under the Scheme remains unchanged following such Corporate Action(s). Accordingly, the maximum number of ESARs and Shares available for Grant and or issuance under the ESAR 2026, including in respect of both outstanding and ungranted ESARs, shall stand correspondingly adjusted pursuant to such Corporate Action(s), and the limits as specified in Clause 3.1 shall be deemed to have been modified to the extent necessary to give effect to such adjustments.

4. Administration

4.1 The Scheme shall be administered by the Committee. All questions of interpretation of the Scheme or any Letter of Grant and all decisions relating to the administration 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 or in any ESAR issued thereunder.

4.2 The Committee may correct any defect, omission or reconcile any inconsistency in this Scheme in the manner and to the extent the Committee deems necessary or desirable and to resolve any difficulty in relation to implementation of this Scheme and take any action which the Board is entitled to take in relation thereto. No member of the Committee may act upon matters, participate in any deliberation, or vote on under this Scheme specifically relating to such member of the Committee.

4.3 The administration of the Scheme shall include, but not be limited to determination of the following as per the provisions of the Scheme and Applicable Laws:

(a) the quantum of ESARs to be granted under the Scheme per Employee, subject to the ceiling as specified in Clause 3.1 and 3.2;

(b) the Eligibility Criteria for Grant of ESARs to the Employees upon recommendation of the management of the Company;

(c) terms and conditions in respect of Grant, Vesting, vesting schedule, which may be different for different classes of ESAR Grantees, falling in the same tranche;

(d) the conditions under which ESARs may vest to Employees and may lapse in case of termination of employment for Misconduct, and the treatment of ESARs, including

Vesting, lapse or Exercise thereof, upon cessation of employment or occurrence of other events, as further detailed in Clause 9.2;

(e) the Exercise Period within which the Employee should Exercise the ESAR and the terms upon which an ESARwould lapse on failure to Exercise the ESAR within the Exercise Period;

(f) the right of an Employee to Exercise all the ESARs vested in him/her at one time or at various points of time within the Exercise Period;

(g) the procedure for making a fair and reasonable adjustment in case of Corporate Actions. In this regard following shall be taken into consideration by the Committee:

(i) the number of ESARs and the ESAR Price shall be adjusted in a manner such that total value of the ESAR remains the same after the Corporate Action.

(ii) the Vesting Period and the life of the ESAR shall be left unaltered as far as possible to protect the rights of the ESAR Grantees.

(h) the procedure and terms for the Grant, Vesting and Exercise of ESARs in case of ESAR Grantees who are on Long Leave, including the treatment of various forms of leave for the purpose of determining the Vesting Period, as further detailed in Clause 7.6;

(i) the procedure for buy-back of ESARs granted under the Scheme, if to be undertaken at any time by the Company and the applicable terms and conditions, including:

(i) permissible sources of financing for buy-back;
(ii) any minimum financial thresholds to be maintained by the Company as per its last audited financial statements; and
(iii) limits upon the quantum of ESARs that the Company may buy-back in a financial year.

(j) the procedure for funding the Exercise of ESARs, as permitted under the Applicable Laws;

(k) to approve forms, writings, Letter of Grants and/or agreements, if entered by the Company, for use in pursuance of the Scheme;

(l) to frame suitable policies and procedures to ensure that there is no violation of the securities laws, as amended from time to time, including Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating To The Securities Market) Regulations, 2003 or any statutory modification or re-enactment of these regulations, by the Company, its Subsidiary Company(ies) or Associate Company(ies) or any of the Employees, as applicable; and

(m) to deal with all incidental, ancillary, consequential and related matters in connection with the items (a) to (l) above and otherwise to ensure compliance with the requirements of Applicable Laws.

4.4 Subject to the extent allowed under the Applicable Laws, the Committee shall have the right to delegate or authorize any officer(s) of the Company with such power to do specific acts and things as may be deemed necessary in connection with the Scheme.

5. Eligibility and Applicability

5.1 Only Employees are eligible to be granted ESARs under the Scheme. The specific Employees to whom the ESARs would be granted, and their Eligibility Criteria would be determined by the Committee.

5.2 The Scheme shall be applicable to:

i. the Company (including any successor company thereof) and its Employees; and

ii. Its Subsidiary Company(ies), its Associate Company(ies) and any successor company thereof and their employees/ directors, to the extent any of them are covered as "Employees" under the Scheme.

5.3 The ESARs granted to an Employee shall be subject to the terms and conditions set forth in this Scheme and the respective Letter of Grant issued to such Employee.

5.4 Appraisal process for determining the eligibility of the Employees will be based on designation, period of service, performance, future potential contribution and/or such other factors as may be determined by the Committee at its sole discretion, from time to time.

6. Grant and Acceptance of Grant

6.1 Grant of ESARs

The Committee shall Grant such number of ESARs to eligible Employees, who satisfy the Eligibility Criteria, on such terms and conditions as may be decided by the Committee at its discretion and in accordance with the provisions of the Scheme and Applicable Laws. The eligible Employees can be given such numbers of ESARs as may be determined by the Committee from time to time which shall not exceed ESAR Pool defined in Clause 3.1 above.

6.2 The Grant of ESARs by the Committee to the ESAR Grantee shall be made in writing or through an electronic platform designated by the Company. The Grant shall be communicated to the ESAR Grantee through a Letter of Grant made available electronically on such platform, along with a copy of the Scheme. The Letter of Grant shall specify the Grant Date, number of ESARs granted, Vesting Period, vesting schedule, Vesting Conditions, ESAR Price, Exercise Price, Exercise Period, and such other terms and conditions as may be determined by the Committee in accordance with the Scheme and Applicable Laws.

6.3 The Company shall not Grant ESARs under the Scheme unless it obtains in-principle approval of the Scheme from the Stock Exchange(s) where it is listed.

6.4 Acceptance of the Grant

Any eligible Employee who wishes to accept the Grant made under this Scheme shall provide their acceptance in writing or through the electronic platform or such other electronic mode as may be specified by the Company, on or before the date **("Closing Date")** specified in the Letter of Grant, which shall not exceed 15 days from the Grant Date. Upon submission of such acceptance through the designated platform or in writing, as the case may be and, on its receipt, or recording by the Company, the eligible Employee shall have accepted the Grant and shall become an ESAR Grantee. The ESAR Grantee shall not be required to pay the Exercise Price at the time of Grant or Vesting.

6.5 In the event an eligible Employee does not expressly accept or reject the Grant in writing or through the electronic platform or such other prescribed electronic mode on or before the Closing Date, the Grant shall automatically be deemed accepted by such Employee on the expiry of the Closing Date, on the terms and conditions set out in the Letter of Grant, unless the Committee determines otherwise, and upon such deemed acceptance, the eligible Employee shall become an ESAR Grantee under the Scheme.

7. Vesting Schedule and Vesting Conditions

7.1 The ESARs granted under the Scheme shall Vest not earlier than the minimum Vesting Period of 1 (One) year and not later than the maximum Vesting Period of **6 (Six) years** from the date of Grant.

Provided that in case where ESARs are granted by the Company under the Scheme in lieu of ESARs held by a person under a similar scheme in another company **("Transferor Company")** which has merged or amalgamated with the Company, the period during which the ESARs granted by the Transferor Company were held by him/ her may be adjusted against the minimum Vesting Period required under this sub-clause in due compliance with the provisions of SBEB Regulations.

Provided further that in the event of death or Permanent Incapacity of an ESAR Grantee, the minimum Vesting Period of 1 (One) year shall not be applicable and in such instances, all the Unvested ESARs shall Vest with effect from the date of the death or Permanent Incapacity.

Provided further that in case of Retirement, all the Unvested ESARs as on the date of Retirement would continue to Vest in accordance with the original vesting schedules even after the Retirement unless otherwise determined by the Committee in accordance with the Company's Policies and provisions of the then prevailing Applicable Laws.

Vesting of ESARs shall be contingent upon the Employee's continued employment/ service with the Company or its Subsidiary Company or Associate Company, as the case may be.

7.2 The specific Vesting schedule and the Vesting Conditions, upon which Vesting shall take place, will be detailed in the Letter of Grant issued to the Employee at the time of the Grant. Further, the Vesting Period may vary across different classes of ESAR Grantees depending on the nature of their roles and responsibilities. However, such Vesting Periods shall be appropriately defined and shall not vary by more than 5 (five) years between any two classes of ESAR Grantees.

7.3 The ESAR Grantee who has tendered his/her resignation and is serving the notice period after resignation, such notice period shall not be considered for Vesting and all the Unvested ESARs as on date of submission of resignation shall be cancelled forthwith. Further, the ESAR Grantee must not be subject to any disciplinary proceedings pending against him on such date of Vesting. In case of any disciplinary proceedings against any ESAR Grantee, the relevant Vesting shall be kept in abeyance until disposal of the proceedings. In case of reinstatement with full exoneration, Vesting shall happen as if there was no abeyance. In case of termination from employment, the provisions of serial number 2 in the table given in Clause 9.2 of the Scheme shall apply.

7.4 ESARs which do not Vest on Vesting date on account of non-fulfilment of Vesting Conditions shall automatically lapse, without any obligations whatsoever on the Company (including the Board or Committee) and no rights in that regard will accrue to the ESAR Grantee after such date. Such Unvested ESAR shall be brought back/revert to the ESAR Pool and may be re-granted at the discretion of the Committee to any other eligible Employee.

7.5 Subject to Applicable Laws, and unless the Committee decides otherwise, no ESAR shall Vest in an ESAR Grantee, if such ESAR Grantee carries on or engages in, directly or indirectly, whether through partnership or as a shareholder, joint venture partner, collaborator, consultant or agent or in any other manner whatsoever, whether for profit or otherwise, any business which competes directly or indirectly with the whole or any part of the business carried on by the Company or the relevant Subsidiary Company(ies) and/or Associate Company(ies) or any activity related to the business carried on by the Company or the relevant Subsidiary Company(ies) and/or Associate Company(ies). Decision of the Committee in this regard shall be final and conclusive and cannot be called in question by the ESAR Grantee. For the sake of clarity, the restriction contained in this sub-clause shall not apply to any investment held as a portfolio by the ESAR Grantee or any activity/ business carried out by the ESAR Grantee pursuant to his duties as an ESAR Grantee and shall not apply to the nominee or legal heir of the ESAR Grantee, as the case may be.

7.6 The period of leave shall not be considered in determining the Vesting Period in case the ESAR Grantee is on a sabbatical. In all other events including approved earned leave, maternity leave, paternity leave, and sick leave, the period of leave shall be included to calculate the Vesting Period unless otherwise determined by the Committee.

8. ESAR Price

8.1 The ESAR Price shall be equal to the Market Price of the Shares, subject to discount of up to 10% (ten percent) to the Market Price of the Shares, as may be determined by the Committee at the time of each Grant.

8.2 The specific ESAR Price shall be intimated to the Employee in the Letter of Grant. Provided that the ESAR Price per ESAR shall not be less than the face value of Shares of the Company as on Grant Date.

8.3 The ESAR Price shall have relevance for the purpose of determination of Appreciation and the ESAR Grantees are not required to pay the ESAR Price.

9. Exercise of ESARs

9.1 While in employment/ service

The Exercise Period in respect of a Vested ESARs shall be minimum of 1 (One) year and maximum of 5 (Five) years commencing from the date of each Vesting. The specific Exercise Period shall be prescribed by the Committee at the time of Grant and communicated to the ESAR Grantee through the Letter of Grant.

All the Vested ESARs can be exercised by the ESAR Grantee at one time or at various points of time within the Exercise Period.

9.2 On the occurrence of specified separation or employment-related events, the treatment of Vested and Unvested ESARs, including their Vesting and Exercise, shall be governed in accordance with the provisions set out in the table below, subject to the maximum Exercise Period specified in Clause 9.1 and Letter of Grant.

S. No.	Particulars	Vested ESARs	Unvested ESARs
1.	**Resignation/ Termination** (other than due to Misconduct)	All the Vested ESARs as on date of submission of resignation or date of termination, shall be exercisable by the ESAR Grantee on or before his/her **last working day**.	All the Unvested ESARs on the date of submission of resignation or date of termination shall stand **cancelled** with effect from that date.
2.	**Termination due to Misconduct**	All the Vested ESARs which were not exercised at the time of such termination shall stand **cancelled** with effect from the date of such termination.	All the Unvested ESARs on the date of such termination shall stand **cancelled** with effect from the termination date.
3.	**Retirement**	All the Vested ESARs as on date of Retirement shall be exercisable by the ESAR Grantee within a period of **6 (Six) months** from the date of such Retirement.	All Unvested ESARs as on the date of Retirement would continue to Vest in accordance with the **original Vesting schedule** even after the Retirement unless otherwise determined by the Committee in accordance with the Company's Policies, if any, and

			provisions of the then prevailing Applicable Laws. Such aforesaid Vested ESARs, if any, can be exercised within a period of **6 (Six) months** from the date of such Vesting.
4.	**Death**	All the Vested ESARs shall be exercisable by the nominee or legal heir(s) as the case may be, of the deceased ESAR Grantee, immediately after, but in no event later than **2 (Two) years** from the date of death.	All the Unvested ESARs as on the date of death shall **Vest immediately** and automatically and be exercisable as per provisions applicable for Vested ESARs.
5.	**Permanent Incapacity**	All the Vested ESARs, may be exercised by the ESAR Grantee, or by his nominee in the event of ESAR Grantee`s incapacity, immediately after such incapacity occurs, but in no event later than **2 (Two) years** from the date of incurring such incapacity.	All the Unvested ESARs as onthe date of incurring such incapacity shall **Vest immediately** and automatically and be exercisable as per provisions applicable for Vested ESARs.
6.	**Abandonment**	All the Vested ESAR which were not exercised at the time of such Abandonment shall stand **cancelled** with effect from the date of such Abandonment or such other date as decided by the Committee.	All the Unvested ESAR at the time of such Abandonment shall stand **cancelled** with effect from the date of such Abandonment or such other date as decided by the Committee.
7.	**Transfer / deputation from/to the Company or Subsidiary Company or its Associate Company**	Exercise Period to remain same as per the **terms of the Grant**. In case of subsequent separation, if any, from the Company or Subsidiary Company or Associate Company of the Company, treatment of Vested ESARs shall be as per applicable circumstance mentioned in this table.	Vesting schedule and Exercise Period to remain same as per the **terms of the Grant**. In case of subsequent separation, if any, from the Company or Subsidiary Company or Associate Company of the Company, treatment of Unvested ESARs shall be as per applicable circumstance mentioned in this table.

8.	**Termination due to any other reason apart from those mentioned above**	The **Committee shall decide** whether the Vested ESARs as on that date can be exercised by the ESAR Grantee or not, and such decision shall be final.	All Unvested ESARs on the date of such termination shall stand **cancelled** with effect from that date.

9.3 The ESARs shall be exercised when an ESAR Grantee submits an Exercise request through the electronic platform or through such other electronic mode as may be prescribed by the Company or the Committee from time to time. Upon submission and recording of such Exercise request on the designated platform, and subject to the terms of the Scheme and the Letter of Grant, the ESAR Grantee shall, depending upon the mode of Settlement as communicated by the Company, make payment of the applicable Exercise Price per Share and all applicable taxes, within the timeline specified by the Company.

9.4 Lapse of ESARs

The ESARs not exercised within the respective Exercise Period prescribed above shall lapse and be cancelled on expiry of such Exercise Period. The ESAR Grantee shall have no right over such lapsed or cancelled ESARs.

10. Settlement of Exercised ESARs

10.1 Settlement by way of allotment of Shares

(a) Unless otherwise decided by the Committee, any or all Vested ESARs upon Exercise shall be settled by way of allotment of Shares. The number of Shares shall be determined as under:
"Number of Shares to be allotted = (Appreciation per ESAR x Number of ESARs exercised) / Market Price with reference to date of Exercise – Exercise Price"

(b) If the Settlement as per sub-clause above results in fractional Shares, if any, then the consideration for fractional Shares shall be settled in Cash.

(c) The ESAR Grantee shall pay the Exercise Price at the time of Exercise of Vested ESARs subject to additional payment/ recovery of applicable taxes pursuant to Clause 15 of the Scheme.

(d) Any payment made by an ESAR Grantee 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 determine.

11. Lock-in

The Shares arising out of the Exercise of Vested ESARs shall not be subject to any lock-in from the date of allotment of such Shares under the Scheme.

Provided that the Shares allotted on such Exercise cannot be sold for such further period or intermittently as required under the terms of the Code of Conduct for Prevention of Insider Trading of the Company framed under Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.

12. Exit route in case of de-listing

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

13. Corporate Actions

13.1 In the event of any variation in the share capital or Corporate Actions of the Company or any other event having a material impact on the value of the Shares, the Committee, subject to the necessary regulatory approvals to be obtained in accordance to the Applicable Laws, shall make fair and reasonable adjustments to the number of ESAR granted, ESAR Price, Exercise Price, Vesting schedule, Vesting Conditions and/or substitution with securities of another entity, so that the economic value of the ESAR granted to ESAR Grantee immediately prior to such Corporate Action is preserved to the extent reasonably practicable.

13.2 In case of any Corporate Action, the ESAR Grantee shall not be eligible for any right or status of any kind as a shareholder of the Company. However, necessary adjustments shall be made in accordance with Applicable Laws including the SBEB Regulations and, to the extent practicable, aligned with the principles followed by recognised Stock Exchanges in India for adjustment of equity derivative contracts pursuant to Corporate Actions.

13.3 In the event of a demerger, spin-off, hive-off or transfer of a business undertaking into another entity, the Committee shall provide appropriate adjustment including:

i. proportionate grant or substitution of ESAR in the resulting entity; or
ii. adjustment to the number and/or Exercise Price of existing ESAR,
so as to ensure that the aggregate economic benefit of the ESAR Grantee remains substantially equivalent before and after such Corporate Action.

13.4 In the event of sale or monetization of a business, division, Subsidiary or undertaking:

i. where consideration is distributed to shareholders by way of dividend, capital return or otherwise, corresponding adjustment to the number and/or Exercise Price shall be made to ESAR; and
ii. where consideration is retained within the Company but results in a material change in the intrinsic or market value of Shares, the Committee shall evaluate and implement suitable adjustments to preserve the economic value of outstanding ESARs.

13.5 In the event of merger or acquisition undertaken by the Company resulting in material impact on the market value of Shares attributable to such transaction, the Committee shall evaluate whether adjustment to ESAR is required to ensure that ESAR Grantees are not materially prejudiced solely due to such Corporate Action.

13.6 In case of stock split, consolidation or bonus issue, appropriate mechanical adjustments shall be made to the number of ESAR and Exercise Price such that the aggregate intrinsic value and face value remain unchanged.

13.7 The objective of adjustments under this clause shall be preservation of the pre-Corporate Action economic value of ESAR, without enlarging or reducing the aggregate benefits originally intended to be conferred.

13.8 The Committee shall record the rationale and basis of adjustment in writing, and such determination shall be final and binding, subject always to compliance with Applicable Laws.

14. Other Terms and Conditions

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

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

14.3 ESARs shall not be transferable to any person except in the event of death of the ESAR Grantee,in which case provisions of Clause 9.2 would apply.

14.4 No person other than the ESAR Grantee to whom the ESARs are granted shall be entitled to Exercise the ESARs except in the event of the death of the ESAR Grantee in which case provisions of Clause 9.2 would apply. If due to Permanent Incapacity, an ESAR Grantee is unable to Exercise the ESARs, the Committee may permit the nominee of the disabled ESAR Grantee to Exercise the ESARs on his behalf.

15. Taxation

15.1 The liability of paying taxes if any, in connection with Settlement of ESARs granted pursuant to this Scheme shall be entirely on ESAR Grantee and shall be in accordance with the provisions of Income tax Act, 2025 as amended from time to time and the rules framed thereunder.

15.2 The Company shall have the right to recover from ESAR Grantee or deduct from the ESAR Grantee's salary, any of the ESAR Grantee's tax obligations arising in connection with the Shares allotted or ESARs settled in Cash (for fractional Share, if any) upon the Exercise thereof. The Company shall have no obligation to deliver Shares or make payment of any amount of Cash (for fractional Share, if any) until the Company's tax deduction obligations, if any, have been fully satisfied by the ESAR Grantee.

16. Authority to vary terms

16.1 The Board or Committee may, if it deems necessary, modify, change, vary, amend, suspend, or terminate the Scheme, subject to compliance with the Applicable Laws and approval of the shareholders' of the Company in a general meeting by way of a special resolution and subject to the condition that no such action shall be detrimental to the interest of any ESAR Grantee holding Vested ESARs and/ or Unvested ESARs.

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

16.2 The Company may also re-price the ESARs which are not exercised, whether or not they have vested, if this Scheme is rendered unattractive due to fall in the price of the Shares, provided that the Company ensures that such re-pricing shall not be detrimental to the interest of the ESAR Grantees and shall safeguard the rights of other stakeholders. Such re-pricing shall be undertaken only upon the recommendation of the Committee and approval of the Board. Further, prior approval of the shareholders by way of a special resolution shall be obtained for any such repricing.

17. Miscellaneous

17.1 Government Regulations

This Scheme shall be subject to all Applicable Laws including any statutory modification(s) or re- enactment(s) thereof, and approvals from government authorities, if any and to the extent required.

17.2 Inability to obtain approval

The inability of the Company to obtain approval from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance of any Shares or payment of Cash (for fractional Share, if any) hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to Grant the ESARs, issue Shares or pay Cash (for fractional Share, if any).

17.3 General Risks

Participation in the Scheme shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of Share and the risks associated with the investments is that of the ESAR Grantee alone. The ESAR Grantee is encouraged to make considered judgments and seek adequate information /clarifications essential for appropriate decision.

17.4 The Grant of an ESAR does not form part of the ESAR Grantee's entitlement to compensation or benefits pursuant to his/her contract of employment nor does the existence of a contract of employment between any person and the Company give such person any right or entitlement tohave an ESAR granted to him/her in respect of any number of Shares or any expectation that a ESARs might be granted to him/her whether subject to any condition or at all.

17.5 Neither the existence of this Scheme nor the fact that an individual has on any occasion been granted an ESAR shall give such individual any right, entitlement or expectation that he/she has or will in future have any such right, entitlement or expectation to participate in this Scheme or any future Scheme(s) by being granted an ESAR on any other occasion.

17.6 The rights granted to an ESAR Grantee upon the Grant of ESARs shall not accord the ESAR Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his/her office or employment with the Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

17.7 The ESAR 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 ESAR in whole or in part.

18. Notices

18.1 All notices of communication required to be given by the Company to an ESAR Grantee by virtue of the Scheme 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 ESAR Grantee available in the records of the Company; or
ii. Delivering the communication(s) to the ESAR Grantee in person with acknowledgement of receipt thereof; or
iii. Emailing the communication(s) to the ESAR Grantee at the official email address provided if any by the Company during the continuance of employment or at the email address provided by the ESAR Grantee after cessation of employment.

18.2 Any communication to be given by an ESAR Grantee to the Company in respect of the Scheme shall be sent to the person(s) at the address mentioned below:

S. No	Designation	Address	Email
1.	Head – HR	8th Floor, Wing A, Building No. 3, Inspire BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051	Nuvesop@nuvama.com
2.	Head – Company Secretary		secretarial@nuvama.com

19. Governing Law and Jurisdiction

19.1 The terms and conditions of the Scheme shall be governed by and construed in accordance with the laws of India.

19.2 The Courts in Mumbai, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Scheme.

20. Listing of the Shares

Subject to the approval of the Stock Exchange(s), the Shares issued and allotted on Exercise of the ESARs shall be listed on the recognized Stock Exchange(s) on which the Shares of the Company are listed.

21. Nomination

The ESAR Grantee must nominate a person as his nominee to whom the rights and benefits in respect of the ESARs may be transmitted in the event of the death of the ESAR Grantee. In the event of the death or Permanent Incapacity of an ESAR Grantee, the Company may recognize the nominee as available as per the records of the Company or its Subsidiary Company(ies) or Associate Company(ies), and/or the legal heir(s) or legal representative(s) of the ESAR Grantee, as the case may be, for the purposes of dealing with the ESARs under the Scheme, subject to submission of such documents, declarations and evidence as the Company may reasonably require, including but not limited to succession certificate, probate, letters of administration, nomination form, necessary certificate(s) from medical expert and / or any such other proof(s) or document(s) as the Company may consider necessary. Any transmission of the rights and benefits in respect of the ESAR's made by the Company to the nominee so recognized, on the basis of the records available with the Company and/or its Subsidiary Company(ies) or Associate Company(ies), shall constitute a full and valid discharge of all obligations of the Company and/or its Subsidiary Company(ies) or Associate Company(ies). The Company shall not be liable for, and shall not be required to investigate or adjudicate, any dispute, claim or demand inter se between the nominee and any other person claiming any right, title or entitlement through or under the ESAR Grantee, and any such dispute shall be settled exclusively amongst such persons without any recourse to or liability on the Company.

22. Severability

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 construedas 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. Accounting Policies and Disclosures

The Company shall follow the 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 statutory authority from time to time, including the disclosure requirements prescribed therein, in compliance with relevant provisions of SBEB Regulations and Applicable Laws.

24. Certificate from Auditors and Disclosures

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 SBEB Regulations and in accordance with the resolution passed by the Company in the general meeting. The Board shall also make the requisite disclosures of the Scheme, in the manner specified under the SBEB Regulations.

25. Arbitration

In the event of a dispute arising out of or in relation to the provisions of this Scheme or any communication in relation thereto (including any question regarding its existence, validity, interpretation, implementation, breach or termination or 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 to 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 both the parties 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 Mumbai under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The arbitrator shall give a reasoned award in writing. The arbitrator shall also decide on the costs of the arbitration proceedings. The seat and venue of arbitration shall be Mumbai. The arbitration proceedings shall be conducted in English. The parties shall submit to the arbitrator's award, and the award shall be enforceable in competent court of law at Mumbai. Nothing in this clause will however limit the right of the Company to bring proceedings against any eligible Employee or his nominee or legal heir, as the case may be, in connection with this Scheme:

1. in any other court of competent jurisdiction; or
2. concurrently in more than one jurisdiction.

26. Confidentiality

26.1 ESAR Grantees must keep the details of the Scheme, Letters of Grant, and all other documents in connection thereto strictly confidential and must not disclose the details thereof to any of his/her peer, colleagues, co- employees, or to any employee and/ or associate of the Company or that of its affiliates without the prior written consent of the Company except (a) to ESAR Grantee's personal legal or tax advisors who are bound by similar confidentiality obligations (b) disclosures to such authorities as required under law by giving prior written notice to the Company of such disclosure, unless legally prohibited. In the event the ESAR Grantee is found to be in breach of this Confidentiality Clause, all unexercised ESARs standing to the credit of such ESAR Grantee shall be cancelled forthwith, and any executed documents, including Letter of Grant, pertaining thereto shall be terminated immediately. The decision and judgment of the Company regarding breach of this Confidentiality Clause shall be final, binding and cannot be questioned by ESAR Grantee. In case of non-adherence to the provisions of this clause, the Committee will have the authority to deal with such cases as it may deem fit. Without prejudice to the foregoing, ESAR Grantee shall, at all times, continue to comply with all confidentiality obligations applicable to them under their respective employment agreements and any other applicable policies or arrangements with the Company, in addition to the confidentiality obligations set out herein.

26.2 The ESAR Grantee agrees that the Company may be required to disclose information of the ESAR Grantee during the process of implementation of the ESARs or while availing services relating to ESARs consulting, advisory services or ESARs management services and/ or any other such incidental services. The ESAR Grantee hereby accords his/her consent that such confidential information regarding his ESARs entitlements may be disclosed by the Company to its officers, professional advisors, agents, service providers and consultants on a need-to-know basis. Further, the ESAR Grantee acknowledges and agrees that the Company may disclose such information to regulatory authorities or any other statutory or judicial authorities, as may be required under Applicable Laws, or pursuant to any order, direction, or request of a competent authority.

26.3 By accepting the Grant (whether actively or through the designated electronic platform), the ESAR Grantee explicitly consents to the collection, storage, processing, and transfer of their personal data (including sensitive personal data) by the Company, its Subsidiary Company(ies) and/or Associate Company(ies), and external third-party service providers (including platform administrators, registrars, and depository participants), strictly for the purpose of implementing, administering, and managing the Scheme in compliance with applicable data protection laws.

27. Conflict of Provisions

In the event of any ambiguity, inconsistency or conflict between the provisions of this Scheme and the terms of any Letter of Grant, employment contract or other communication issued to an ESAR Grantee, the provisions of this Scheme shall prevail to the extent of such inconsistency, save to the extent that the Letter of Grant expressly sets out a specific variation permitted under the Scheme and approved by the Committee.

-------------*End of Scheme document* -------------