



PNB Housing Employees Stock Option Scheme III 2022

PNB HOUSING FINANCE LIMITED

CIN: L65922DL1988PLC033856, Registered Office: 9th Floor, Antriksh Bhawan, 22 KG Marg, New Delhi - 110001, India.

PNB Housing Finance Limited
9th Floor, Antriksh Bhawan, 22 KG Marg, New Delhi - 110001, India.
CIN: L65922DL1988PLC033856

INDEX

1.	Name, Objectives and Term of the Scheme	3
2.	Definitions and Interpretations	3
3.	Authority and Ceiling	7
4.	Administration	8
5.	Eligibility and Applicability	9
6.	Grant and Acceptance of Grant	10
7.	Vesting Schedule/ Conditions	10
8.	Exercise	11
9.	Lock-in	13
10.	Exit route in case of de-listing	13
11.	Change in Capital Structure and Corporate Action	13
12.	Transferability of Options	14
13.	Deduction of Tax	14
14.	Authority to vary terms	14
15.	No Restriction on Corporate Action	15
16.	Listing of the Shares	15
17.	Accounting Policy and Disclosures	15
18.	Certificate from Secretarial Auditors	15
19.	Miscellaneous	15
20.	Notices	17
21.	Governing Laws and jurisdiction	17
22.	Income Tax Rules	17
23.	Severability	17
24.	Confidentiality	18

PNB Housing Employees Stock Option Scheme III 2022

1. Name, Objectives and Term of the Scheme

- 1.1 This employees stock option scheme shall be called the 'PNB Housing Employees Stock Option Scheme 2022' ("**ESOP III 2022**" / "**Scheme**").
- 1.2 The objectives of ESOP III 2022 are to attract, reward and retain talented and key eligible Employees of the Company in the competitive environment and encourage them to align individual performance with the Company's objectives. The Company views Employee Stock Options as instruments that would enable the Employees to be co-owners and get a share in the value they would create in the Company and contribute to the goals Company in the years to come, thereby increasing the shareholders' value.
- 1.3 The ESOP III 2022 is established with effect from July 26, 2022 and shall continue to be in force until (i) its termination by the Board/ Nomination and Remuneration Committee in due compliance with the provisions of Applicable Laws; or (ii) the date on which all of the Employee Stock Options available for Grant under the ESOP III 2022 have been granted and exercised, whichever is earlier.

2. Definitions and Interpretations

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

2.1 Definitions

- i. "**Abandonment**" means absence of an Employee from work without a reasonable excuse for an unreasonable period of time without having communicated to the Company on such absence.
- ii. "**Acceptance Form**" means the form that the Option Grantee has to submit indicating his/ her acceptance of the Grant made to him/her to participate in the Scheme.
- iii. "**Applicable Laws**" means every law relating to Restricted Stock Units, to the extent applicable, including and without limitation to the Companies Act, Securities and Exchange Board of India Act, 1992, SEBI SBEB & SE Regulations, National Housing Bank Act, 1987, relevant provisions of the Guidelines No. DOR.GOV.REC.No.29/18.10.002/2022-23 dated April 29, 2022 issued by the Reserve Bank of India and all relevant tax, securities, exchange control or corporate laws or amendments thereof including any circular, master circular/direction, notification issued thereunder, by National Housing Board, Reserve Bank of India, to the extent applicable and any governmental authority of India or by a commission, regulatory body or judicial or quasi-judicial authority having competent jurisdiction or of any Recognized Stock Exchange on which the Shares are listed or quoted. .
- iv. "**Board**" means the Board of Directors of the Company.
- v. "**Cash**" means cash and bank including acceptable means of electronic transfer like NEFT, RTGS, UPI etc.
- vi. "**Cause**" means any of the acts or omissions by an Option Grantee in addition to any provisions prescribed in the Company Policies/ Terms of Employment amounting to violation or breach of terms of employment determined as per procedures of the Company after giving the Option grantee a reasonable opportunity of being heard as per the principles of natural justice.
- vii. "**Change in Capital Structure**" means a change in the capital structure of the Company as a result of re-classification of Shares, sub-division of Shares, issue of bonus Shares, conversion of Shares into other shares or securities of the Company and

PNB Housing Employees Stock Option Scheme III 2022

any other change in the rights or obligations in respect of Shares, issue of Shares on rights basis and any other form of Share issuance.

- viii. **“Clawback”** means a contractual agreement between the RSU Grantee and the Company in which the RSU Grantee is obligated to return all the RSUs vested and any benefit that is received by the RSU Grantee under certain circumstances pertaining to any relevant /previous performance year(s) but may not be limited to the current performance year.
- ix. **“Companies Act”** means the Companies Act, 2013 and rules made thereunder and includes any statutory modifications or re-enactments thereof.
- x. **“Company”** means PNB Housing Finance Limited, a company incorporated under the provisions of the Companies Act, 1956 with CIN: L65922DL1988PLC033856 and having its registered office at 9th Floor, Antriksh Bhawan, 22 KG Marg, New Delhi - 110001, India.
- xi. **“Company Policies/ Terms of Employment”** mean the Company’s policies for Employees and the terms of employment as contained in the employment letter and the Company’s policies in force from time to time, which include but are not restricted to provisions for securing confidentiality and non-poaching of customers, as may be applicable.
- xii. **“Corporate Action”** means, any one or more of the following events:
 - a) The merger, de-merger, spin-off, acquisition, consolidation, amalgamation, sale of business, dissolution or other reorganization of the Company in which the Shares are converted into or exchanged for:
 - (i) A different class of Securities of the Company; or
 - (ii) Any Securities of any other issuer; or
 - (iii) Cash; or
 - (iv) Other property.
 - b) The sale, lease or exchange of all or substantially all of the assets or undertaking of the Company;
 - c) The adoption by the shareholders of the Company of a scheme of liquidation, dissolution or winding up;
 - d) Rights issue and Bonus issue;
 - e) Split and consolidation of the share capital;
 - f) Acquisition (other than acquisition pursuant to any other sub-clause of this clause) by any company, person, entity or group of a Controlling Stake in the Company. For this purpose ‘Controlling Stake’ shall mean more than 50% of the voting share capital of the Company; and
 - g) Any other event, which in the opinion of the Board has a material impact on the business of the Company.
- vii. **“Director”** means a member of the Board of the Company.
- viii. **“Eligibility Criteria”** means the criteria as may be determined from time to time by the Nomination and Remuneration Committee for granting the Employee Stock Options to the Employees.
- ix. **“Employee”** means
 - i. an employee as designated by the Company, who is exclusively working in India or outside India including Chief Executive Officer; or
 - ii. a Director of the Company, whether a whole-time director or not, including the managing Director and non-executive director who is not a Promoter or member of the Promoter Group, but excluding an Independent Director; or but does not include:

PNB Housing Employees Stock Option Scheme III 2022

- a. an Employee who is a Promoter or a person belonging to the Promoter Group;
 - b. a Director who either by himself /herself or through his/her relatives or through any body corporate, directly or indirectly, holds more than 10% of the issued and subscribed Equity Shares of the Company.
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- x. **“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 Shares underlying such option at a pre-determined price.
 - xi. **“ESOP III 2022”** means the Employees Stock Option Scheme 2022 under which the Company is authorized to grant Employee Stock Options to the Employees.
 - xii. **“Exercise”** of an Option means expression of an intention by an Employee to the Company to subscribe the Shares underlying the Options vested in him, in pursuance of the ESOP III 2022, in accordance with the procedure laid down by the Company for Exercise of such Options.
 - xiii. **“Exercise Period”** means such time period after Vesting within which the Employee should exercise the Options vested in him in pursuance of the ESOP III 2022.
 - xiv. **“Exercise Price”** means the price approved by Nomination and Remuneration Committee being payable by an Employee in order to exercise the Options granted to him in pursuance of the ESOP III 2022.
 - xv. **“Grant”** means issue of Options to the Employees under the ESOP III 2022.
 - xvi. **“Grant Date”** means the date with effect from which Grant is approved by the Nomination and Remuneration Committee.
- Explanation:** For accounting purposes, the Grant Date will be determined in accordance with applicable accounting standards.
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- xvii. **“Grant Letter”** means the letter issued by the Company intimating the eligible Employee of the Options granted to him entitling to subscribe specified number of Shares on payment of Exercise Price subject to satisfaction of prescribed terms and conditions.
 - xviii. **“Independent Director”** means an Independent Director within the meaning of the Companies Act and Regulation 16(1)(b) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
 - xix. **“Malus”** means an arrangement which permits the Company to prevent Vesting of all or part of the RSUs of a deferred remuneration. Malus arrangement does not reverse Vesting after it has already occurred.
 - vii. **“Market Price”** means the latest available closing price on the Recognized Stock Exchange on which the Shares of the Company are listed on the date immediately prior to the Grant Date.

Explanation- If such Shares are listed on more than one Recognized Stock Exchanges, then the closing price on such stock exchange having higher trading volume shall be considered as the market price.

PNB Housing Employees Stock Option Scheme III 2022

- viii. **“Nomination and Remuneration Committee”** means the Nomination and Remuneration Committee of the Board, as constituted or reconstituted from time to time comprising of such members of the Board as provided under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with Section 178 of the Companies Act, as amended from time to time and having such powers as specified under the SEBI SBEB & SE Regulations read with powers specified in this Plan.
- ix. **“Option”** means an Employee Stock Option within the meaning of this Scheme.
- x. **“Option Grantee”** means an Employee who has been granted an Employee Stock Option in pursuance of the ESOP III 2022
- xi. **“Permanent Disability”** 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 Nomination and Remuneration Committee based on a certificate of a medical expert identified by the Nomination and Remuneration Committee.
- xii. **“Scheme”** means ESOP III 2022 as herein defined.
- xiii. **“Promoter”** means the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.
- xiv. **“Promoter Group”** means the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.

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.
- xv. **“Recognized Stock Exchange”** means the National Stock Exchange of India Limited, BSE Limited, or any other recognized stock exchange(s) in India on which the Shares are listed.
- xvi. **“Retirement”** means retirement as per the rules of the Company.
- xvii. **“SEBI SBEB & SE Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits & Sweat Equity) Regulations, 2021 as amended and reenacted from time to time and includes any clarifications or circulars issued thereunder.
- xviii. **“Secretarial Auditor”** - a company secretary in practice appointed by a Bank under rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 to conduct secretarial audit pursuant to regulation 24A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- xix. **“Shares”** means equity shares of the Company having face value of Rs. 10 each and arising out of the Exercise of Employee Stock Options granted under the ESOP III 2022.
- xx. **“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.
- xxi. **“Vested Option”** means an Option in respect of which the relevant Vesting

PNB Housing Employees Stock Option Scheme III 2022

Conditions have been satisfied and the Option Grantee has become eligible to exercise the Option subject to fulfillment of Exercise conditions.

- xxii. **“Vesting”** means earning by the Option Grantee, of the right to Exercise the Options granted to him in pursuance of the ESOP III 2022.
- xxiii. **“Vesting Condition”** means the condition prescribed if any subject to satisfaction of which the Options granted would vest in an Option Grantee.
- xxiv. **“Vesting Period”** means the period during which the Vesting of the Option granted to the Employee, in pursuance of the ESOP III 2022 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 SEBI SBEB & SE Regulations, Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Companies Act, and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation, as the context requires.

3. Authority and Ceiling

- 3.1 The shareholders of the Company, pursuant to a special resolution dated July 26, 2022, have authorized the Nomination and Remuneration Committee to issue to the Employees, such number of Options under ESOP III 2022, in one or more tranches and on such terms and conditions, as may be determined by the Nomination and Remuneration Committee in accordance with the provisions of this Scheme, SEBI SBEB & SE Regulations and in due compliance with other Applicable Laws. The Options to be granted from time to time and in aggregate shall be subject to availability of Shares reserved vide the aforesaid special resolution. The aggregate number of equity shares upon Exercise of all Options under this Scheme, shall not exceed 20,00,000 (Twenty Lakh) equity shares of face value of Rs. 10, each fully paid up, of the Company. The final distribution shall be as determined by the Nomination and Remuneration Committee.
- 3.2 The maximum number of Options that may be offered under the ESOP III 2022 per Employee and in aggregate whether in any one or more financial year(s), shall be less than **1% (One Percentage)** of the issued equity share capital (excluding outstanding warrants and conversions) of the Company at the time of the Grant of such Options. Subject to this ceiling, the Nomination and Remuneration Committee reserves the right to decide the number of

PNB Housing Employees Stock Option Scheme III 2022

Options to be granted and the maximum number of Options that can be granted to each Employee.

- 3.3 If an Option expires or becomes un-exercisable due to any other reason, it shall be brought back to the Option pool as mentioned in Sub-clause 3.1 and shall become available for future Grants, subject to compliance with all Applicable Laws. The Nomination and Remuneration Committee will have powers to re-grant such Options.
- 3.4 Where Shares are issued consequent upon Exercise of Options, the maximum number of Shares that can be issued under ESOP III 2022 as referred to in Sub-clause 3.1 above will stand reduced to the extent of such Shares issued.
- 3.5 In case of a Share split where the face value of the Shares is reduced below Rs. 10/-, the maximum number of Shares available for being granted under ESOP III 2022 shall stand modified accordingly, so as to ensure that the cumulative face value (No. of shares X Face value per Share) prior to such split remains unchanged after the share split. Thus, for instance, if the face value of each Share is reduced to Rs. 5/-, the total number of Shares available under ESOP III 2022 would be ceiling specified in Sub-clause 3.1 x 2 number of Shares of Rs. 5/-each.
- 3.6 In case of a Share consolidation where the face value of the Shares is increased above Rs.10/-, the maximum number of Shares available for being granted under ESOP III 2022 shall stand modified accordingly, so as to ensure that the cumulative face value (No. of shares X Face value per Share) prior to such consolidation remains unchanged after the share consolidation. Thus, for instance, if the face value of each Share is increased to Rs. 20/-, the total number of Shares available under ESOP III 2022 would be ceiling specified in clause 3.1 ÷ 2 number of Shares of Rs. 20/-each.
- 3.7 Prior approval of shareholders of the Company in the general meeting by passing special resolution shall be obtained in case the Grant of Options to any identified Employee, in any one financial 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 Option.

4. Administration

- 4.1 The ESOP III 2022 shall be administered by the Nomination and Remuneration Committee. All questions of interpretation of this ESOP III 2022 shall be determined by the Nomination and Remuneration Committee and such determination shall be final and binding upon all persons having an interest in this ESOP III 2022.
- 4.2 The administration of ESOP III 2022 shall include, but not be limited to determination of the following as per provisions of the Scheme and Applicable Laws:
- a) The Eligibility Criteria of Employees;
 - b) The quantum of Options to be granted under the ESOP III 2022 to the eligible Employees subject to the ceiling as specified in Sub-clauses 3.1 and 3.2 ;
 - c) The procedure for making a fair and reasonable adjustment to the entitlement including adjustment to the number of Options and to the Exercise Price in case of Corporate Actions as specified in SEBI SBEB & SE Regulations such as rights issues, bonus issues, merger, sale of division and others. In this regard, the following shall, inter alia, be taken into consideration:
 - (i) the number and Exercise Price of Options shall be adjusted in a manner such that total value of the Options in the hands of the Option Grantee remains the same after such Corporate Action; and

PNB Housing Employees Stock Option Scheme III 2022

- (ii) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Option Grantees.
- d) The procedure and detailed terms for the Grant, Vest and Exercise of Options in case of Option Grantees in general and in case of Option Grantees on long leave;
- e) Decide upon 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;
- f) Mode of payment of the Exercise Price (cheque, demand draft, deduction from salary, or any other mode);
- g) The procedure for funding for Exercise of Options, as permitted under the Applicable Laws;
- h) The nomination process in the event of death or incompetence to contract
- i) Approve forms, writings and/or agreements, if entered by the Company, for use in pursuance of the ESOP III 2022;
- j) 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 Securities Market) Regulations, 2003 or any statutory modification or re-enactment of these regulations by the Company, 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.; and
- k) Determine the procedure for buy-back of Options granted under the Scheme if to be undertaken at any time by the Bank, 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 Bank as per its last financial statements; and
 - iii. limits upon quantum of Options that the Bank may buy-back in a financial year

5. Eligibility and Applicability

- 5.1 Employees or categories of Employees as specified below subject to recommendation of the management of the Company and final determination by the Nomination and Remuneration Committee are eligible for being granted Employee Stock Options under ESOP III 2022:
 - (a) Employees of the Company of level/ grade of Assistant General Manager (AGM) and above or any equivalent level as decided by the Nomination and Remuneration Committee;
 - (b) Such other Employees, as may from time to time be allowed under Applicable Laws, as may be decided by the Nomination and Remuneration Committee.
- 5.2 Subject to above, the Eligibility Criteria of Employees would be determined on the basis of one or more of the following parameters:
 - (a) Tenure of the Employee;
 - (b) Performance of the Employee;
 - (c) The present and potential contribution of the Employee to the success of the Company;
 - (d) High market value/difficulty in replacing the Employee;
 - (e) High risk of losing the Employee to competition; and
 - (f) Value addition by the new entrant if any.
- 5.3 The ESOP III 2022 shall be applicable to the Company, and any successor company thereof.

- 5.4 The Employee Stock Options granted to an eligible Employee shall be subject to the terms and conditions set forth in this Scheme and the Grant Letter.

6. Grant and Acceptance of Grant

6.1 Grant of Options

Each Grant of Option under the ESOP III 2022 shall be made in writing by the Company to the eligible Employees in such form as may be approved under ESOP III 2022 from time to time and at the discretion of the Nomination and Remuneration Committee.

6.2 Acceptance of the Grant

- (a) Grant of Options shall be evidenced by submission of Acceptance Form along with such enclosures, as the Nomination and Remuneration Committee shall from time to time determine. Such Acceptance Form shall be deemed to incorporate all the terms of ESOP III 2022, as if the same were set out therein. In the event of inconsistency between the Acceptance Form and the ESOP III 2022, the ESOP III 2022 shall prevail.
- (b) An Option Grantee who desires to accept the Grant of Options must communicate such acceptance by delivering to the Company a copy of the Acceptance Form duly signed by the Option Grantee by the due date as specified in the Grant Letter being such a time period not exceeding 60 days from Grant Date.

7. Vesting Schedule/ Conditions

- 7.1 Options granted under ESOP III 2022 would vest after expiry of minimum of **1 (One) year** but not later than maximum of **5 (Five) years** from the Grant Date of such Options. The minimum Vesting Period of one year shall not apply to cases of separation from employment due to death and Permanent Disability and in such instances, the Options shall vest on the date of death or Permanent Incapacity.

The Nomination and Remuneration Committee shall decide and approve the exact Vesting schedule in the individual Grant Letter.

Provided that in case where Options are granted by the Company under the Scheme in lieu of options held by a person under a similar plan/ scheme 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 shall be adjusted against the minimum Vesting Period required under this Sub-clause in due compliance with the provisions of SEBI SBEB & SE Regulations.

- 7.2 Subject to provisions of Clause 8 of the Scheme on separation rules, Vesting of Options would be subject to continued employment with the Company and the Option Grantee has not served any notice of resignation as on date of any Vesting and absence of disciplinary proceedings pending against him on such date of Vesting. Each Vesting will be subject to satisfactory performance of the Option Grantee and as per the Company along with the individual performance conditions/criteria specified in the individual Grant Letter at the discretion of the Nomination and Remuneration Committee.

PNB Housing Employees Stock Option Scheme III 2022

7.3 The specific Vesting schedule and Vesting Conditions subject to which Vesting would take place would be outlined in the Grant Letter issued at the time of Grant of Options as approved by the Nomination and Remuneration Committee.

7.4 Vesting of Options in case of long leave

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

8. Exercise

8.1 Exercise Price

The Exercise Price per Option shall be the Market Price per Share within the meaning of this Scheme determined with reference to Grant Date.

Payment of the Exercise Price or any amount under ESOP III 2022, if any, shall be made by a demand draft, online payment / wire transfer of funds, drawn in favour of the Company, or in such other manner as the Nomination and Remuneration Committee may approve from time to time.

8.2 Exercise Period

(a) While in employment/ service

The Exercise Period in respect of a Vested Options shall be maximum of **3 (Three) years** from the date of Vesting of such Options. The exact Exercise Period of Options in case of any Grant shall be determined by the Nomination and Remuneration Committee at the time of Grant and shall be specified in the Grant Letter.

(b) Exercise Period in case of separation from employment/ service

Vested Options can be exercised as per provisions outlined herein below:

S. No.	Separations	Vested Options	Unvested Options
1	Resignation / Termination (other than due to Cause)	All the Vested Options as on date of submission of resignation/ date of termination shall be exercisable by the Option Grantee within 15 (Fifteen) days from the date of resignation/ termination or before the expiry of the Exercise Period, whichever is earlier.	All the Unvested Options on the date of submission of resignation / date of termination shall stand cancelled with effect from that date.
2	Termination due to Cause	All the Vested Options which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination.*	All the Unvested Options on the date of such termination shall stand cancelled with effect from the termination date.
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PNB Housing Employees Stock Option Scheme III 2022

	Retirement	All the Vested Options as on date of Retirement can be exercised by the Option Grantee within 6 (Six) months from the date of retirement, or before the expiry of the Exercise Period, whichever is earlier.	Unvested options granted to the employee would continue to vest in accordance with the respective original vesting schedules even after Retirement or superannuation in accordance with the ESOP Scheme. Performance conditions for unvested ESOPs, the latest available performance before retirement will be considered for vesting.
4	Separation due to death	All Vested Options may be exercised by the deceased Option Grantee's nominee or legal heir(s) on submission of requisite proof, within 6 (Six) months from the date of death or before the expiry of the Exercise Period, whichever is later.	All the Unvested Options as on the date of death shall be deemed to vest immediately and may be exercised as per provisions applicable for Vested Options.
5	Separation due to Permanent Disability	All Vested Options as on the date of incurring such disability may be exercised by the Option Grantee within 6 (Six) months from the date of such disability or before the expiry of the Exercise Period, whichever is later.	All the Unvested Options as on the date of incurring such disability shall be deemed to vest immediately and may be exercised as per provisions applicable for Vested Options.
6	Abandonment	All the Vested Options shall stand cancelled with effect from such date as determined by the Nomination and Remuneration Committee.*	All the Unvested Options shall stand cancelled with effect from such date as determined by the Nomination and Remuneration Committee.
7	Termination/ separation due to any other reason apart from those mentioned above	The Nomination and Remuneration Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.*	All Unvested Options on the date of such termination shall stand cancelled with effect from that date.

****Malus/Clawback provision: In the event of act of Cause which comes to light as per the Malus or Clawback clause -**

- For an existing employee, the company as per the discretion of the Nomination and Remuneration Committee may cancel the grant and/or proceed to pursue to recover from the employee an amount equivalent to the exercised options * (market price on date of exercise minus exercise price) for upto 2 years from Date of Vesting and the concerned individual(s) is/are obligated to return the amount.
- For an employee no longer associated with the company, the company as per the discretion of the Nomination and Remuneration Committee may proceed to recover from the employee an amount equivalent to the exercised options * (market price on date of exercise minus exercise price) for upto 2 years from the Date of Vesting and the concerned individual(s) is/are obligated to return the amount.

The date of such breach shall be determined by the Nomination and Remuneration Committee, and its decision on this issue shall be final and binding on all concerned.

PNB Housing Employees Stock Option Scheme III 2022

- 8.3 Exercisability of Vested Options and continuity of Vesting of Unvested Options in case of transfer of an Option Grantee from the rolls of the Company to that of its Associate company or any of its Subsidiary company or Holding company shall be allowed to the extent permitted under SEBI SBEB & SE Regulations as prevailing at the relevant time.
- 8.4 The Options shall be deemed to have been exercised when an Option Grantee makes an application in writing in prescribed format to the Company or by any other means as decided by the Nomination and Remuneration Committee, for the issuance of Shares against the Options vested in him, subject to payment of Exercise Price and compliance of other requisite conditions of Exercise including satisfaction of tax liability thereon.
- 8.5 The Options not exercised within the Exercise Period as mentioned in Sub-clause 8.2 shall lapse and the Employee shall have no right over such lapsed Options.

9. Lock-in

- 9.1 The Shares issued upon Exercise of Options shall be freely transferable and shall not be subject to any lock-in period restriction after such Exercise.

Provided however that the Shares allotted on such Exercise cannot be sold for such period from the date of allotment in terms of code of conduct for prevention of insider trading of the Company, if any, read with Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended or such other period as may be stipulated from time to time in terms of such Code.

10. Exit route in case of de-listing

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

11. Change in Capital Structure and Corporate Action

- 11.1 Except as hereinafter provided and subject to the principle stated at Sub-clause 4.2(c), any Grant made under this Scheme shall be subject to adjustment, by the Nomination and Remuneration Committee, at its discretion, as to the number and price of Options or Shares, as the case may be, in the event of 'Corporate Action' as defined in the Scheme.
- 11.2 If there is a 'Corporate Action' of the Company before the Options that are granted under this Scheme, are exercised, the Employee shall be entitled on Exercise of the Options, to such number of Resultant Shares to which he would have been entitled as if all the then outstanding Options exercised by him, had been exercised before such 'Corporate Action' had taken place and the rights under the Options shall stand correspondingly adjusted. In the event of a Corporate Action such as bonus issue, stock split, etc., the Nomination and Remuneration Committee, subject to the provisions of applicable laws to the stock options, shall make fair and reasonable adjustments under the Scheme, as it deems fit, with respect to the number of Options, Exercise Price, distribution of sums and make any other necessary amendments to the Scheme for this purpose with respect to all the Corporate Actions in the Company. The Vesting Period and life of the options shall be left unaltered as far as possible.

Explanation: "Resultant Shares" for the purpose of this Clause means the shares or other securities issued in lieu of the Shares of the Company, due to any Change in Capital Structure or on any Corporate Action.

- 11.3 In the event of severance of employment of an Option Grantee, as a part of reconstitution /

amalgamation / sell-off or otherwise, the Options that have vested or unvested before such reconstitution / amalgamation / sell-off, shall be treated as per the adjustments to be made and recommended by the Nomination and Remuneration Committee at the time of such action. Nomination and Remuneration Committee also has a power to decide for the treatment of the Options (whether vested or not) of the Option Grantees who continue in the employment of the Company after such action.

- 11.4 In the event of a dissolution or liquidation of the Company, any Vested Options outstanding under the Scheme shall be cancelled if not exercised prior to such event and no compensation shall be payable in respect of the Options so cancelled.
- 11.5 In the event of a reverse merger in which the Company is not the surviving entity, the Options vested till the date of happening of this event shall be exercised by the employee within such time period as may be informed by the Nomination and Remuneration Committee at the time of the event. With regard to the Unvested Options, the new management shall take the decision which shall be final and binding.

12. Transferability of Options

- 12.1 The Options 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 of the Option Grantee in which case provisions of Sub-clause 8.2(b) would apply.
- 12.3 No person other than the Option Grantee to whom the Options are granted shall be entitled to exercise the Options except in the event of the death of the Option Grantee in which case provisions of Sub-clause 8.2(b) would apply. If due to Permanent Disability, an Option Grantee is unable to exercise the Options, the Nomination and Remuneration Committee may permit the nominee of the disabled Option Grantee to exercise the Options on his behalf.

13. Deduction of Tax

- 13.1 The liability of paying taxes if any, in connection with Exercise of Options granted pursuant to this Scheme shall be entirely on the Option Grantee and shall be in accordance with the provisions of Income-tax Act, 1961 and the rules framed thereunder.
- 13.2 The Company shall have the right to recover from Option Grantee or deduct from the Option Grantee's salary, any of the Option Grantee's tax obligations arising in connection with the Shares allotted. The Company shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been fully satisfied by the Option Grantee.

14. Authority to vary terms

- 14.1 The Nomination and Remuneration Committee may from time to time amend or modify terms of the Scheme within the contours of the shareholders' approval dated July 26, 2022.
- 14.2 No such amendment under sub-clauses 14.1 would impair or prejudice the rights of any Option Grantee.

15. No Restriction on Corporate Action

- 15.1 The existence of the Scheme and the Grants made hereunder shall not in any way affect the right or the power of the Board or the shareholders or the Company to make or authorize any 'Change in Capital Structure' including any issue of Shares, debt or other securities having any priority or preference with respect to the Shares or the rights thereof.
- 15.2 Nothing contained in the Scheme shall be construed to prevent the Company from taking any Corporate Action which is deemed by the Company to be appropriate or in its best interest, whether or not such action would have an adverse effect on the Scheme or any Grant made thereunder. No Employee or other person shall have any claim against the Company as a result of such action.

16. Listing of the Shares

- 16.1 Subject to receipt of necessary approvals in this regard, the Shares issued and allotted on Exercise of the Options shall be listed on the Recognized Stock Exchanges on which the Shares of the Company are listed or proposed to be additionally listed.

17. Accounting Policy and Disclosures

- 17.1 The Company shall follow the laws/regulations applicable to accounting related to Employee Stock Options, including but not limited to the IND AS 102/Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as prescribed by the Central Government in terms of Section 133 of the Companies Act, 2013 or any other appropriate authority, from time to time, including the disclosure requirements prescribed therein in compliance with relevant provisions of Regulation 15 of SEBI SBEB & SE Regulations.
- 17.2 The Board shall also make the requisite disclosures of the Scheme, in the manner specified under the SEBI SBEB & SE Regulations.
- 17.3 The Company shall make disclosures to the prospective Plan Grantees containing statement of risks, information about the Company and salient features of the Plan in a format as prescribed under SEBI SBEB & SE Regulations.

18. Certificate from Secretarial Auditors

- 18.1 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 & SE Regulations and in accordance with the resolution of the Company in the general meeting.

19. Miscellaneous

- 19.1 Rights as a shareholder
- (a) 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 until the Option Grantee exercises the Employee Stock Option and becomes a registered holder of the Shares of the Company.

PNB Housing Employees Stock Option Scheme III 2022

- (b) If the Company issues bonus or rights Shares, the Option Grantee will 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(c) and Clause 11 of this Scheme.

19.2 Beneficiary nomination

Each Option Grantee, under the Scheme may nominate, from time to time, any nominee to whom any benefit under the Scheme is to be delivered in case of death of that Option Grantee, before the Exercise of Vested Options. Each such nomination shall revoke all prior nominations by the same Option Grantee and shall be in a form prescribed by the Company and will be effective only when filed by the Option Grantee in writing with the Company during the Option Grantee's life time.

19.3 Government Regulations

This ESOP III 2022 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.

19.4 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 of any and all liability in respect of the failure to issue or sell such Shares.

19.5 General Risks

Participation in the ESOP III 2022 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. The Option Grantee is encouraged to make considered judgment and seek adequate information /clarifications essential for appropriate decision.

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

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

- 19.8 The rights granted to an Option Grantee upon the grant of an Employee Stock Option shall not afford the Option Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with the Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

- 19.9 The Option Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise an Employee Stock Option in whole or in part.

20. Notices

- 20.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of the ESOP III 2022 shall be in writing. The communications shall be made by the Company in any one or more of the following ways:
- i. Sending communication(s) to the address of the Option Grantee available in the records of the Company; or
 - ii. Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; or
 - iii. Emailing the communication(s) to the Option Grantee at the official email address provided if any by the Company during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.
- 20.2 Any grievance or any other kind of communication to be given by an Option Grantee to the Company in respect of ESOP III 2022 shall be sent to the person at the address mentioned below:

Stage 1

Company Secretary,
PNB Housing Finance Ltd.
9th Floor, Antriksh Bhawan
22, Kasturba Gandhi Marg
New Delhi - 110001

Stage 2

In case the grievance is not resolved at Stage 1, then the same shall be forwarded to the below mentioned address:

Chief People Officer,
PNB Housing Finance Ltd.
9th Floor, Antriksh Bhawan
22, Kasturba Gandhi Marg
New Delhi - 110001

21. Governing Laws and jurisdiction

- 21.1 The terms and conditions of the ESOP III 2022 shall be governed by and construed in accordance with the Applicable Laws of India including the Foreign Exchange Laws.
- 21.2 The Courts in New Delhi, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOP III 2022.

22. Income Tax Rules

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

23. Severability

- 23.1 In the event any one or more of the provisions contained in this ESOP III 2022 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 ESOP III 2022, but this ESOP III 2022 shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the ESOP III 2022 shall be carried out as nearly as possible according to its original terms and intent.

24. Confidentiality

- 24.1 Option Grantees must keep the details of the ESOP III 2022 and all other documents in connection thereto strictly confidential and must not disclose the details with any of his/her peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates except disclosures to such authorities as required under law. In case Option Grantee is found in breach of this Confidentiality Clause, the Company shall have 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 Option Grantee. In case of non-adherence to the provisions of this Clause, the Nomination and Remuneration Committee will have the authority to deal with such cases as it may deem fit.
- 24.2 The Option Grantee agrees that the Company may be required to disclose information of the Option Grantee during the process of implementation of the Options or while availing services relating to Options consulting, advisory services or Options Management services and/ or any other such incidental services. The Option Grantee hereby accords his/her consent that such confidential information regarding his/her Options entitlements may be disclosed by the Company to its officers, professional advisors, agents and consultants on a need to know basis.

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