



Bajaj Auto Limited,
Akurdi, Pune 411 035, India.
Tel +91 20 27472851
Fax +91 20 27473398
bajajauto.com

**THE WORLD'S
FAVOURITE
INDIAN**

Bajaj Auto Employee Stock Option Scheme 2019

(As amended up to 16 July 2024)

Bajaj Auto Employee Stock Option Scheme 2019

(As amended up to 16 July 2024)

Table of Contents

1. NAME, OBJECTIVE AND TERM OF THE PLAN.....	2
2. DEFINITIONS AND INTERPRETATION	2
3. AUTHORITY AND CEILING	6
4. ADMINISTRATION.....	7
5. ELIGIBILITY AND APPLICABILITY	9
6. VESTING SCHEDULE / CONDITIONS	9
7. EXERCISE	10
8. OTHER TERMS AND CONDITIONS	12
9. LOCK IN.....	13
10. DEDUCTION OF TAX.....	13
11. AUTHORITY TO VARY TERMS	13
12. MISCELLANEOUS.....	14
13. NOTICES.....	15
14. GOVERNING LAW AND JURISDICTION.....	15
15. INCOME TAX RULES.....	16

1. Name, Objective and Term of the Plan

- 1.1 This Plan shall be called the “Bajaj Auto Employee Stock Option Scheme 2019” (‘BAL-ESOS 2019’).
- 1.2 The objective of BAL-ESOS 2019 is to attract, retain, reward and motivate employees to contribute to the growth and profitability of Bajaj Auto Limited (‘the Company’) including subsidiary company(ies) / holding company / ⁽¹⁾associate company(ies) / group company(ies), if any.
- 1.3 BAL-ESOS 2019 is established with effect from 13 March 2019 and shall continue to be in force until (i) its termination by the Board or (ii) the date on which all of the options available for issuance under the BAL-ESOS 2019 have been issued and exercised.
- 1.4 The Board of Directors may subject to compliance with applicable laws, at any time alter, amend, suspend or terminate the BAL-ESOS 2019.

2. Definitions and Interpretation

2.1 Definitions

- i. **“Agreement”** means the Employee Stock Option Agreement between the Company, the option grantee and in case the option grantee is employee of holding company or subsidiary company or ⁽²⁾associate company or group company, such holding company or subsidiary company or ⁽³⁾associate company or group company evidencing the terms and conditions of an individual Employee Stock Option. The Agreement is subject to the conditions of BAL-ESOS 2019.
- ii. **“Applicable Law”** means the legal requirements relating to Employee Stock Options, including, without limitation, the Companies Act, 2013, the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended or re-enacted from time to time and all relevant tax, securities, exchange control or corporate laws of India, rules, notifications, circulars issued thereunder.

(1), (2) & (3) Inserted in terms of the special resolution passed by the members at the Annual General Meeting of the Company held on 16 July 2024.

- iii. ⁽⁴⁾**“Associate company”** means any present or future associate company of the Company, as defined in the Companies Act, 2013.
- iv. **“Board”** means the Board of Directors of the Company.
- v. **“Companies Act”** means the Companies Act, 2013 and includes any statutory modifications or re-enactments thereof.
- vi. **“Company”** means Bajaj Auto Limited and its successors and assigns.
- vii. **“Compensation Committee”** means a Committee of such members of the Board of Directors of the Company as provided under Section 178 of the Companies Act, 2013, as amended or modified from time to time constituted by the Board of Directors from time to time to administer BAL-ESOS 2019 through ESOP trust.
- viii. **“Director”** means a member of the Board of the Company.
- ix. **“Eligibility Criteria”** means the criteria as may be determined from time to time by the Compensation Committee for granting the Employee Stock Options to the employees.
- x. ⁽⁵⁾**“Employee”** means -
 - (i) an employee as designated by the Company, who is exclusively working in India or outside India; or
 - (ii) a director of the Company, whether a whole-time director or not, including a non-executive director who is not a promoter or member of the promoter group, but excluding an independent director; or
 - (iii) an employee as defined in sub-clauses (i) or (ii), of a group company including subsidiary or its associate company, in India or outside India, or of a holding company of the Company, but does not include:

⁽⁴⁾ & ⁽⁵⁾ Inserted / amended in terms of the special resolution passed by the members at the Annual General Meeting of the Company held on 16 July 2024.

- a. an employee who is a promoter or a person belonging to the promoter group; or
 - b. a director who, either himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% of the outstanding equity shares of the Company.
- xi. **“Employee Stock Option”** or **“Option”** means the option granted to an employee, which gives such employee the right to purchase or subscribe at a future date the shares of the Company underlying the option at a pre-determined price.
 - xii. **“Exercise”** of an option means expression of an intention by an employee to the ESOP Trust to purchase the Shares underlying the options vested in him, in pursuance of the BAL-ESOS 2019, in accordance with the procedure laid down for exercise of 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 BAL-ESOS 2019.
 - xiv. **“Exercise Price”** means the price payable by an employee or his legal heirs or nominees in case of employee’s death or permanent incapacity in order to exercise the option granted to him in pursuance of the BAL-ESOS 2019.
 - xv. **“ESOP Trust”** means ‘Bajaj Auto ESOP Trust’, established by the Company for the benefit of the employees and which may from time to time administer the Scheme and hold cash, purchase/hold/transfer shares or other securities of the Company for the purposes of any of the Employee Stock Option Plans of the Company.
 - xvi. **“Fair Market Value / Market Value”** means the latest available closing price, prior to the date of the meeting of Compensation Committee in which options are granted, on the stock exchange on which the shares of the Company are listed. If the shares are listed on more than one stock exchange, then the stock exchange where there is highest trading volume on the said date shall be considered.
 - xvii. **“Grant”** means issue of options to the employees under the BAL-ESOS 2019.

- xviii. ⁽⁶⁾**“Group”** means two or more companies which, directly or indirectly, are in a position to:
- a. exercise 26% or more of the voting rights in the other company; or
 - b. appoint more than 50% of the members of the Board of Directors in the other company; or
 - c. control the management or affairs of the other company.
- xix. **“Holding company”** means any present or future holding company of the Company, as defined in the Companies Act, 2013.
- xx. **“Option Grantee”** means an employee having a right but not an obligation to exercise an Employee Stock Option in pursuance of the BAL-ESOS 2019.
- xxi. **“Permanent Incapacity”** means any disability of whatsoever nature, 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 Compensation Committee based on a certificate of a medical expert.
- xxii. **“Promoter” and “Promoter Group”** shall mean as defined in the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended or re-enacted from time to time.
- xxiii. **“Retirement”** means retirement as per the rules of the respective company.
- xxiv. **“Scheme / Plan / BAL-ESOS 2019”** means this Bajaj Auto Employee Stock Option Scheme 2019 under which the Company is authorised to grant Employee Stock Options to the employees.
- xxv. **“Shares”** means equity shares of the Company arising out of the exercise of Employee Stock Options granted under the BAL-ESOS 2019.

⁽⁶⁾ Inserted in terms of the special resolution passed by the members at the Annual General Meeting of the Company held on 16 July 2024.

- xxvi. **“Subsidiary company”** means any present or future subsidiary company of the Company, as defined in the Companies Act, 2013.
- xxvii. **“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.
- xxviii. **“Vesting”** means the right of the option grantee to apply for shares of the Company against the Employee Stock Options granted to him in pursuance of the BAL-ESOS 2019.
- xxix. **“Vesting Period”** means the period during which the vesting of the Employee Stock Option granted to the employee, in pursuance of the BAL-ESOS 2019 takes place.
- xxx. **“Vested Option”** means an option in respect of which the relevant vesting conditions have been satisfied and the option grantee has become eligible to exercise the option.

2.2 Interpretation

In this Plan, unless the contrary intention appears:

- 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;
- e) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.

3. Authority and Ceiling

- 3.1 Vide Special Resolution passed by the members of the Company by postal ballot on 13 March 2019, the Company has authorized the grant of Employee Stock Options under the BAL-ESOS 2019 or any other stock option schemes, in one or more tranches, to the employees up to 50,00,000 options convertible into 50,00,000 equity shares of a face value of Rs. 10 each, with each such option conferring a right upon the employee to apply for one equity share of the Company, in accordance with the terms and conditions of such issue. The maximum number of options granted per employee will not

exceed 5,00,000 options (i.e. approx. 0.17% of total equity shares of the Company as on 31 March 2018) under this Scheme.

- 3.2 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 the BAL-ESOS 2019 shall stand modified accordingly, so as to ensure that the paid-up value (No. of shares X Face value per share) of the total shares that can be issued remains unchanged. Thus, for instance, if the face value of each share is reduced to Rupee 1, the total number of shares available for issue under the BAL-ESOS 2019 would be 5,00,00,000 equity shares of Rupee 1 each.

4. Administration

- 4.1 The BAL-ESOS 2019 shall be administered by the Compensation Committee through the ESOP Trust. However, the Company shall have the flexibility to implement the Scheme directly in case shares are acquired / issued other than through secondary acquisition or gift or both as permitted under the applicable law.

All questions of interpretation of the BAL-ESOS 2019 shall be determined by the Compensation Committee and such determination shall be final and binding upon all persons having an interest in the BAL-ESOS 2019 or such Employee Stock Option.

- 4.2 **The Compensation Committee** shall, in accordance with this Plan and applicable laws, inter alia, determine the following:

- (a) The quantum of Employee Stock Options to be granted under the BAL-ESOS 2019 per employee and in aggregate under the said Scheme, subject to the ceiling as specified in Para 3.1.
- (b) The exercise period within which the employee can exercise the options and that options would lapse on failure to exercise the same within the exercise period.
- (c) The specified time period within which the employee shall exercise the vested options in the event of termination or resignation of an employee.

- (d) The right of an employee to exercise an option vested in him at one time or at various points of time within the exercise period.
- (e) The eligibility criteria to avail benefits under the said Scheme in case of employees who are on long leave.
- (f) 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 action such as rights issues, bonus issues, merger, stock split / consolidation, sale of division and others.

In this regard, the following shall, inter alia, be taken into consideration by the Compensation Committee:

- i) The number and price of options shall be adjusted in a manner such that total value to the employee of the options remains the same after the corporate action; and
 - ii) The vesting period and the life of the options shall be left unaltered as far as possible to protect the rights of the employee(s) who is granted such options.
- (g) The procedure and terms for the Grant, Vest and Exercise of Employee Stock Option in case of employees who are on long leave.
 - (h) The procedure for cashless exercise of Employee Stock Options, if required.
 - (i) Approve forms, writings and/or agreements for use in pursuance of the BAL-ESOS 2019.
 - (j) The conditions under which options will vest in employees and will lapse if the employment is terminated for misconduct. Even after the options are vested, the unexercised options may be forfeited, if the employment is terminated for gross misconduct.

4.3 The Company and / or its subsidiary company(ies) may provide interest free loan to the ESOP Trust from time to time, on such terms as it may think fit, to enable the ESOP Trust to subscribe to and / or purchase the shares of the Company, for the purpose of transfer of shares to option grantee(s) on exercise of Employee Stock Options pursuant to BAL-ESOS 2019.

5. Eligibility and Applicability

- 5.1 Only employees are eligible for being granted Employee Stock Options under the BAL-ESOS 2019. The specific employees to whom the options would be granted and their eligibility criteria would be determined by the Compensation Committee.
- 5.2 ⁽⁷⁾The Scheme shall be applicable to the Company, group company including subsidiary companies or associate companies in India and / or abroad or its holding company and may be granted to the employees of the Company, group companies including subsidiary companies or associates, its holding company, as determined by the Compensation Committee on its own discretion.

6. Vesting Schedule / Conditions

The Compensation Committee may, at its discretion, lay down certain performance metrics on the achievement of which the granted options would vest, the detailed terms and conditions relating to such performance-based vesting, and the proportion in which options granted would vest.

The appraisal process for determining the eligibility of employees will be specified by the Compensation Committee and will be based on such parameters such as level of the employee, role / designation of the employee, length of service, overall performance, merits of the employee, past performance record, future potential of the employee and / or such other criteria that may be determined by the Compensation Committee at its sole discretion, from time to time.

The options would vest **not earlier** than 1 year and up to 10 years from the date of grant of options or such period as may be decided by the Compensation Committee at the time of each grant of options. The exact proportion in which and the exact period over which the options would vest would be determined by the Compensation Committee, subject to the minimum vesting period of 1 year from the date of grant of options.

⁽⁷⁾ Inserted in terms of the special resolution passed by the members at the Annual General Meeting of the Company held on 16 July 2024.

7. Exercise

a) Exercise Price

The exercise price will be the closing market price one day prior to the date of grant, on the stock exchange where highest trading volume is registered, subject to the condition that the exercise price will not be less than the face value of the share (Rs. 10/-) under any circumstances.

Payment of the exercise price shall be made by a crossed cheque or a demand draft drawn in favour of the ESOP Trust or by electronic mode through banking channels or in such other manner as the Compensation Committee may decide.

b) Exercise Period

The exercise period would commence from the date of vesting and will expire on completion of 8 years from the date of vesting of options, or such period as may be decided by the Compensation Committee at its sole discretion from time to time. The shares arising out of exercise of vested options would not be subject to any lock-in period after such exercise.

The options will be exercisable by the employees / legal heirs or nominees by a written application to the designated officer of the Company / Trust to exercise the options in such manner and on execution of such documents as may be prescribed by the Compensation Committee from time to time. The options will lapse if not exercised within the specified exercise period and get added back to the ESOP pool. Such options can be regranted to employees in the future.

Exercise period in case of separations –

Separations	Unvested options	Vested options
Resignation	Cancelled	To be exercised before the last working day of the employee.
⁽⁸⁾Retirement* (as per Company's policy)	The vesting schedule shall continue as per the respective grants and to be exercised before expiry of options.	To be exercised before the expiry as specified for each grant.
⁽⁹⁾Death	To be exercised by the nominee of the employee as per company's records or legal heirs within 18 months from the date of death.	To be exercised by the nominee of the employee as per company's records or legal heirs within 18 months from the date of death.
⁽¹⁰⁾Permanent Incapacity	To be exercised by the employee / nominee within 18 months from the date of disability.	To be exercised by the employee / nominee within 18 months from the date of disability.
Misconduct / Abandonment / Termination**	Cancelled (from the date of notice or termination)	Cancelled (from the date of notice or termination)

⁽⁸⁾, ⁽⁹⁾ & ⁽¹⁰⁾ Amended in terms of the special resolution passed by the members at the Annual General Meeting of the Company held on 16 July 2024.

Separations	Unvested options	Vested options
<p>(11) Transfer / deputation to the holding company or any of subsidiary / associate / group companies</p>	<p>All unvested options will vest as per the vesting schedule and to be exercised before expiry of options.</p> <p>An employee transferred / deputed to holding / subsidiary / associate or group company will not be treated as resignation and vesting of options granted will continue as per vesting schedule.</p>	<p>All vested options to be exercised before expiry of options.</p>
<p>Any other event not specified above</p>	<p>The Compensation Committee at its sole discretion would decide the treatment of unvested options and such decision shall be final and binding.</p>	<p>The Compensation Committee at its sole discretion would decide the treatment of the vested options and such decision shall be final and binding.</p>

(12)*In case of retirement, the Compensation Committee shall have the power to alter the vesting schedule for all grants other than grants where 12 months are not completed.

**The Compensation Committee, at its sole discretion, shall decide the date of cancellation of options and such decision shall be binding on all concerned.

8. Other Terms and Conditions

8.1 The employee shall not have a right to receive any dividend or to vote or in any manner enjoy the benefits of a shareholder in respect of Employee Stock Options granted, till shares underlying such Employee Stock Options are issued on exercise of such Employee Stock Option.

8.2 Nothing herein is intended to or shall give the option grantee any right or status of any kind as a shareholder of the Company in respect of any shares covered by the grant unless the option grantee exercises the Employee Stock Option and becomes a registered holder of the shares of the Company.

(11) & (12) Amended in terms of the special resolution passed by the members at the Annual General Meeting of the Company held on 16 July 2024.

- 8.3 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, except that the entitlement to the number of options will be adjusted in terms of clause 4.2(f). Only if the Employee Stock Options are vested and exercised and the option grantee is a valid holder of the shares of the Company, the option grantee would be entitled for bonus or rights shares of the Company.
- 8.4 Employee Stock Options shall not be transferable to any person except in the event of death of the option grantee, in which case clause 7(b) would apply.
- 8.5 No person other than the employee to whom the Employee Stock Option is granted shall be entitled to exercise the Employee Stock Option except in the event of the death of the option grantee holder, in which case clause 7(b) would apply.
- 8.6 The Employee Stock Option shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

9. Lock In

The shares arising out of exercise of vested options would not be subject to any lock-in period after such exercise.

10. Deduction of Tax

The Company (including subsidiary companies / holding company / ⁽¹³⁾associate companies / group companies, if any) shall have the right to deduct from the employee's salary, any of the employee's tax obligations arising in connection with the Employee Stock Option or the shares acquired upon the exercise thereof. The Company or the ESOP Trust shall have no obligation to deliver Shares in pursuance of the agreement until the said tax deduction obligations, if any, have been satisfied by the option grantee.

11. Authority to vary terms

Terms of this Scheme can be varied by the Board (including Compensation Committee). The modification should not be detrimental to the interest of the employees.

⁽¹³⁾ Inserted in terms of the special resolution passed by the members at the Annual General Meeting of the Company held on 16 July 2024.

The special resolution for the variation should disclose the details of the variation, the rationale therefore and details of the employees who are beneficiary of the same.

Any changes in the applicable law affecting the Scheme shall be deemed to be incorporated in the Scheme without requiring any approval of the Shareholders and / or the Board (including Compensation Committee) of the Company.

12. Miscellaneous

12.1 Government Regulations

This BAL-ESOS 2019 shall be subject to all applicable laws and approvals from governmental authorities. The grant and the issue / allotment of shares under this BAL-ESOS 2019 shall also be subject to the Company requiring employees to comply with all applicable laws.

12.2 Inability to obtain authority

The inability of the Company to obtain authority from any regulatory body having jurisdiction, or under any applicable laws for the lawful issuance of any shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to issue such Shares.

12.3 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 of the Company, give such person any right, entitlement or expectation 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.

12.4 Neither the existence of this Plan 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 Plan by being granted an Employee Stock Option on any other occasion.

- 12.5 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, its holding company or any of subsidiary companies or ⁽¹⁴⁾associate companies or group companies for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 12.6 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 in consequence of the loss or termination of his office or employment with the Company, its holding company or any of subsidiary companies or ⁽¹⁵⁾associate companies or group companies for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

13. Notices

All notices of communication required to be given by the Company to an option grantee by virtue of this BAL-ESOS 2019 shall be in writing and shall be sent to the address of the option grantee available in the records of the Company and any communication to be given by an option grantee to the Company in respect of BAL-ESOS 2019 shall be sent to the address mentioned below:

Bajaj Auto Limited
Bajaj Auto Limited Complex,
Mumbai-Pune Road, Akurdi,
Pune – 411 035

14. Governing Law and Jurisdiction

- 14.1 The terms and conditions of the BAL-ESOS 2019 shall be governed by and construed in accordance with the laws of India.
- 14.2 The Courts of Pune, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this BAL-ESOS 2019.

^{(14)&(15)}Inserted in terms of the special resolution passed by the members at the Annual General Meeting of the Company held on 16 July 2024.

14.3 Nothing in this Clause will however limit the right of the Company to bring proceedings against any employee in connection with this BAL-ESOS 2019:

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

15. Income Tax Rules

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

(Copy for dissemination on the Company's website.)