

Regulation 10(b) – Information required in the statements to be filed with the stock exchange(s):
Description of Scheme / Plan: Route Mobile Limited – Employee Stock Option Plan 2017

Sr. No.	Particulars	Information
1.	Authorized Share Capital of the Company.	Rs. 1,00,00,00,000
2.	Issued Share Capital of the Company as on date of Institution of the scheme/-amendment of the scheme.	Rs. 50,00,00,000 divided into 5,00,00,000 equity shares of Rs. 10 each
3.	Date of institution of the scheme/ amendment of the scheme:	(Clause 1.3) October 12, 2017
4.	Validity period of the scheme	(Clause 1.3) The Plan is established with effect from October 12, 2017, and it shall continue to be in force until (i) its termination by the Company as per provisions of Applicable Laws, or (ii) the date on which all of the Employee Stock Options available for issuance under the Plan have been issued and exercised, whichever is earlier.
5.	Date of notice of AGM/EGM for approving the scheme/ for amending the scheme /for approving grants under regulation 6(3) of the SEBI (Share Based Employee Benefits) Regulations, 2014.	(Notice of EGM) October 5, 2017
6.	Date of AGM/EGM approving the scheme/ amending the scheme /approving grants under regulation 6(3) of the SEBI (Share Based Employee Benefits) Regulations, 2014.	(Date of EGM) October 12, 2017
7.	Kind of benefit granted under the scheme.	(Clause 3.1) Employee Stock Options exercisable into fully paid up equity shares of the Company.
8.	Identity of classes of persons eligible under the scheme:	(Clause 2(2.2vii) & 5)
	a. Permanent employees	Yes
	b. Permanent employees outside India	Yes
	c. Permanent employees of subsidiary	Yes
	d. Permanent employees of holding company	NA
	e. Permanent employees of associate company	NA
	f. Whole-time directors	Yes
9.	Total number of shares reserved under the scheme, as applicable.	(Clause 3.1) 25,00,000
10.	Number of shares entitled under the grant.	(Clause 3.1) 25,00,000



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11.	Total number of grants to be made.	(Clause 3.1) 25,00,000
12.	Maximum number of shares, options, SARs or benefits to be granted per employee per grant and in aggregate.	(Clause 3.2) The maximum number of Options that may be granted to each Employee shall vary depending upon the designation and the appraisal/assessment process, however shall not exceed 5,00,000 in number per eligible Employee. However, the Nomination and Remuneration Committee reserves the right to decide the number of Options to be granted and the maximum number of Options that can be granted to each Employee within this ceiling.
13.	Exercise price or pricing formula.	(Clause 8.1) The Exercise Price per Option shall be determined by the Nomination and Remuneration Committee and shall refer to the Fair Market Value of the Share as of date of Grant. The specific Exercise Price shall be intimated to the Option Grantee at the time of Grant.
14.	Whether any amount payable at the time of grant? If so, quantum of such amount.	(Clause 6) No
15.	Lock-in period under the scheme.	(Clause 11) The Shares issued upon Exercise of Options shall be freely transferable and shall not be subject to any lock-in period restriction after issue except, as required under the Applicable Laws including that under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.
16.	Vesting period under the scheme.	(Clause 7) Employee Stock Options granted under Plan shall vest not earlier than 1 (One) year and not later than maximum Vesting Period of 4 (Four) years from the date of Grant.
17.	Maximum period within which the grant shall be vested.	(Clause 7) Employee Stock Options



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		granted under Plan shall vest not earlier than 1 (One) year and not later than maximum Vesting Period of 4 (Four) years from the date of Grant.
18.	Exercise period under the scheme.	(Clause 8.2) Exercise Period in respect of an Option shall commence after Vesting of such Option subject to a maximum period of 5 (Five) years.
19.	Whether employee can exercise all the options or SARs vested at one time? Yes/No	Yes. Clause 4.2 (f) States that the Nomination and remuneration Committee shall in accordance with the scheme shall determine 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.
20.	Whether employee can exercise vested options or SARs at various points of time within the exercise period? Yes/No	Yes. Clause 4.2 (f) States that the Nomination and remuneration Committee shall in accordance with the scheme shall determine 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.
21.	Whether scheme provides for the procedure for making a fair and reasonable adjustment to the number of options or SARs and to the exercise price in case of rights issues, bonus issues and other corporate actions? Clause in scheme describing such adjustment.	(Clause 4.2 g) States that the Nomination and remuneration Committee shall in accordance with the scheme shall determine the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others.
22.	Description of the appraisal process for determining the eligibility of employees under the scheme.	(Clause 5) The specific employee to whom the Employee Stock Option would be granted and the Appraisal process for determining the eligibility of the employees will be based on designation, period of service, performance linked

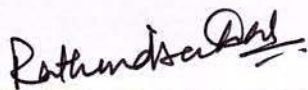


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		parameters such as work performance and such other criteria as may be determined by the Nomination and Remuneration Committee at its sole discretion, from time to time.
23.	The specified time period within which vested options or SARs are to be exercised in the event of termination or resignation of an employee.	<p>(Clause 8.2 b) Vested Option: All the Vested Options which were not exercised at the time of such resignation / termination can be exercised immediately after, but in no event later than three months from the date of such resignation/ termination.</p> <p>Unvested Option: All the Unvested Options on the date of resignation / termination shall stand cancelled with effect from that date.</p>
24.	The specified time period within which options or SARs to be exercised in the event of death of the employee.	<p>(Clause 8.2 b) Vested Option: All the Vested Options as on date of death can be exercised by the Option Grantee's nominee or legal heirs immediately after, but in no event later than twelve months from the date of death of the Option Grantee.</p> <p>Unvested Option: All the Unvested Options as on the date of death shall vest immediately and may be exercised by the Option Grantee's nominee or legal heir in the manner prescribed for the Vested options.</p>
25.	Whether scheme provides for conditions under which options, SARs, or benefits vested in employees may lapse in case of termination of employment for misconduct? Clause in Scheme describing such adjustment.	<p>(Clause 8.2 b) Vested Option: 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.</p> <p>Unvested Option: All the Unvested Options on the date of such termination shall stand cancelled with effect from the termination</p>



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		date.
26.	Whether scheme provides for conditions for the grant, vesting and exercise of options, SARs or benefits in case of employees who are on long leave? Clause in scheme describing such adjustment.	(Clause 4.2 c) States that the Committee shall determine the procedure and terms for the Grant, Vesting and Exercise of Employee Stock Option in case of Employees who are on long leave.
27.	Whether amount paid/payable by the employee at the time of the grant of the options, SARs or benefits will be forfeited if the employee does not exercise the same within the exercise period? Clause in scheme describing such adjustment.	(Clause 6) Not applicable – No amount is payable at the time of the grant of options.
28.	Details of approval of shareholders pursuant to regulation 6(3) of the SEBI (Share Based Employee Benefits) Regulations, 2014 with respect to:	
	a. Grant to employees of subsidiary or holding or associate company.	Date of EGM: October 12, 2017 – The Shareholders have approved, the grant of options to the employees of the subsidiary company(ies) of the Company.
	b. Grant to identified employees, during any one year, equal to or exceeding 1% of the issued capital (excluding outstanding warrants and conversions) of the company at the time of grant.	N.A.
29.	Details of the variation made to the scheme along with the rationale therefor and the details of the employees who are beneficiary of such variation:	Not applicable

For Route Mobile Limited





Rathindra Das
Head Legal, Company Secretary & Compliance Officer

Date: October 7, 2020
Place: Mumbai