



Date: 13/07/2023

To,

The Manager – DCS,  
BSE Limited,  
Phiroze Jeejeebhoy Towers,  
Dalal Street, Fort,  
Mumbai – 400 001

Scrip Code: 508954

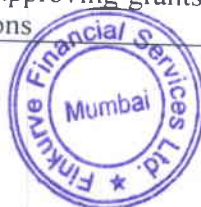
**Sub: Statement as required under Regulation 10(b) of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 in respect of Finkurve ESOP Plan 2018('ESOP').**

**Regulation 10(b)- Information required in the statement to be filed with recognised Stock Exchange(s)**

**Description of Schemes/Plan: Finkurve ESOP 2018**

Sr No.	Description	Information
1.	Authorized Share Capital of the Company	Rs. 13,00,00,000/- (Rupees Thirteen Crore Only)
2.	a. Issued Share Capital of the Company as on date of Institution of the scheme/ <del>amendment of the scheme.</del>  b. Paid-up share Capital of the Company as on date of Institution of the scheme/ <del>amendment of the scheme.</del>	Rs. 12,68,58,198/- (Rupees Twelve Crore Sixty-Eight Lakhs Fifty-Eight Thousand One Hundred and Ninety-Eight)
3.	Date of institution of the scheme/ <del>amendment of the scheme.</del>	Same as above [Clause 1{1.3}] 29 <sup>th</sup> September, 2018
4.	Validity period of the scheme.	[Clause 1{1.3}] Finkurve ESOP 2018 is established w.e.f. 29 <sup>th</sup> September, 2018 and shall continue to be in force until (i) its termination by the Board or Nomination and Remuneration Committee ("Committee"); or (ii) the date on which all of the options available for issuance under the Finkurve ESOP 2018 have been issued and exercised.
5.	Date of notice of AGM/EGM for approving the scheme/for amending the scheme/for approving grants under regulation 6(3) of these regulations	30 <sup>th</sup> August, 2018

**Arvog**



*[Signature]*

6.	Date of AGM/EGM approving the scheme/amending the scheme/approving grants under regulation 6(3) of these regulations	29 <sup>th</sup> September, 2018
7.	Kinds of benefit granted under the scheme	[Clause 3.1] Employee Stock Option (options)/ exercisable into fully paid-up equity shares of the Company.
8.	Identity of classes of persons eligible under the scheme: a. employees b. employees outside India c. employees of subsidiary d. employees of holding company e. directors, whether whole time directors or not, other than those excluded from the definition of "employee" under these regulations	[Clause 2{2.1 ix} & Clause 5{5.2}]  Yes Yes Yes  No Yes
9.	Total number of shares reserved under the scheme, as applicable	[Clause 3{3.1}] 50,00,000 (Fifty Lakh)
10.	Number of shares entitled under the grant	[Clause 3{3.1}] 50,00,000 (Fifty Lakh)
11.	Total number of grants to be made	[Clause 3{3.1}] 50,00,000 (Fifty Lakh)
12.	Maximum number of shares, options, SARs or benefits to be granted per employee per grant and in aggregate	[Clause 3{3.2}] The maximum number of options that may be granted to employee(s) of the Company under the Plan shall be less than 5 % (Five Percent) of the issued equity share capital and for specific employee of the Company shall be less than 1% (one percent) of the issued equity share capital respectively, (Excluding outstanding warrants and conversions) of the Company, over the tenure of the Plan.
13.	Exercise price or pricing formula	[Clause 8{a}] The Exercise price per option shall not be less than face value of equity share and shall not exceed the market price of equity share of the Company as on the date of Grant of options which may be decided by the Nomination and Remuneration of the Committee.
14.	Whether any amount is payable at the time of grant? If so, quantum of such amount	[Clause 6] No amount shall be payable at the time of grant.
15.	Lock-in period under the scheme	[Clause 8{b}]



*S. Pan*

		The Shares issued upon Exercise of Options shall be freely transferable and will not be subject to any lock - in period after such Exercise subject to applicable laws, if any, including but not limited to Securities Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015 as amended or any re-enactment thereto or such other period as may be stipulated from time to time in terms of Company's Code of Conduct for Regulating, Monitoring and Reporting of Trading by Insiders.
16.	Vesting period under the scheme	[Clause 7] Options granted under Finkurve ESOP 2018 would vest after 12(Twelve) months but not later than 72(Seventy-Two months) from the date of grant of such options.
17.	Maximum period within which the grant shall be vested	[Clause 7] Options granted under Finkurve ESOP 2018 would vest after 12(Twelve) months but not later than 72(Seventy-Two months) from the date of grant of such options.
18.	Exercise period under the scheme	[Clause 8{b}] The Employee Stock Options granted may be Exercised by the Option Grantee at any time within a maximum period of five (5) years from the date of Vesting of the respective Options or such other period as may be decided by the Nomination and Remuneration Committee from time to time.
19.	Whether employee can exercise all the options or SARs vested at one time? Yes/No	[Clause 4.2 {b}] Nomination and Remuneration Committee shall in accordance with the 'Finkurve ESOP 2018' and applicable laws shall determine the right of an employee to exercise all the options vested at one time or at various points of time within the Exercise period.



A handwritten signature in black ink, appearing to be "S. P." with a flourish underneath.

20.	Whether employee can exercise vested options or SARs at various points of time within the exercise period? Yes/No	[Clause 4.2 {b}] Nomination and Remuneration Committee shall in accordance with the 'Finkurve ESOP 2018' and applicable laws shall determine the right of an employee to exercise all the options vested 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 {d}] Nomination and Remuneration Committee shall in accordance with the 'Finkurve ESOP 2018' and applicable laws shall determine the procedure for making a fair and reasonable adjustment in case of corporate actions such as merger, sale of division, stock split/consolidation, rights issues, bonus issues and others.
22.	Description of the appraisal process for determining the eligibility of employees under the scheme.	[Clause 5] The specific Employees to whom the Employee Stock Options would be granted and the appraisal process for determining the eligibility shall be determined by the Nomination and Remuneration Committee based on various parameters such as performance, rating, period of service, rank or designation and such other parameters as decided by the Committee 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	[Clause 8 {c}] <b>Vested Options:</b> All the Vested Options as on the date of submissions of resignation shall be exercisable by the Option Grantee before his last working day with the Company.  <b>Unvested Options:</b> All Unvested on the date of submission of resignation shall stand cancelled with effect from that date.
24.	The specified time period within which options or SARs to be exercised in the event of death of the employee	[Clause 8 {c}] <b>Vested Options:</b> All the Vested Options as on the date of



A handwritten signature in black ink, appearing to be "S. J. ...".

		<p>submissions of resignation shall be exercisable by the Option Grantee before his last working day with the Company.</p> <p><b>Unvested Options:</b> All Unvested on the date of submission of resignation shall stand cancelled with effect from that date.</p>
25.	<p>Whether the 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>	<p>[Clause 8{c}]</p> <p><b>Vested Options:</b> All the Vested Options as on the date of submissions of resignation shall be exercisable by the Option Grantee before his last working day with the Company.</p> <p><b>Unvested Options:</b> All Unvested on the date of submission of resignation shall stand cancelled with effect from that date.</p>
26.	<p>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.</p>	<p>[Clause 4{4.2}]</p> <p>Nomination and Remuneration Committee shall determine the procedure and terms for the Grant, Vest and Exercise of Options in case of Options Grantee who are on long leave.</p>
27.	<p>Whether amount paid/payable by the employee at the time of the grant of the options or benefits will be forfeited if the employee does not exercise the same within the exercise period? Clause in scheme describing such adjustment.</p>	<p>[Clause 6]</p> <p>Not Applicable- No amount is payable at the time of the grant of the Options.</p>
28.	<p>Details of approval of shareholders pursuant to regulation 6(3) of these regulations with respect to:</p> <p>a. Grant to employees of subsidiary or holding or associate company.</p> <p>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.</p>	<p>The Shareholders have approved by way of Special Resolution at the Thirty Fourth Annual General Meeting of the Company held on September 29, 2018.</p> <p>As per Finkurve ESOP 2018, the number of options that may be offered to any specific employee in any Financial Year and in aggregate under the ESP Plan 2018 shall be less than 1% of the issued Equity Share Capital (excluding outstanding warrants and conversions) of the Company at the time of</p>

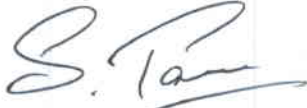


*S. Tar*

		grant of Options under the ESOP Plan 2018.
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.

Yours Faithfully,

**For Finkurve Financial Services Limited**



**Sunny Parekh**  
**Company Secretary & Compliance Officer**  
**Membership No.: ACS: 32611**

