

February 17, 2022

To,

National Stock Exchange of India Limited

(NSE: RATEGAIN)

BSE Limited

(BSE: 543417)

Subject: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Postal Ballot Notice

Dear Sir/Madam,

In furtherance to our earlier announcement dated February 11, 2022 and February 12, 2022, informing the Stock Exchange about the approval of 'RATEGAIN - Stock Appreciation Rights (SAR) Scheme, 2022', and pursuant to Regulation 30, 44 of the Securities and Exchange Board of India (Listing obligations and Disclosure Requirements) Regulations, 2015, we are enclosing herewith the Postal Ballot Notice ('Notice') along with the explanatory statement dated February 11, 2022 for seeking approval of the members of the Company, through remote e-voting only, for the following Special Resolution(s):

- (a) Approval of the 'RateGain - Stock Appreciation Rights (SAR) Scheme, 2022'
- (b) Approval for grant of Stock Appreciation Rights (SAR) units to the Employees of Group Company including Subsidiary or its Associate Company, in India or outside India, under RateGain - Stock Appreciation Rights (SAR) Scheme, 2022

In terms of General Circular No.14/2020 dated April 8, 2020 read with General Circular Nos.17/2020 dated April 13, 2020, 22/2020 dated June 15, 2020, 33/2020 dated September 28, 2020, 39/2020 dated December 31, 2020, 10/2021 dated June 23, 2021 and 20/2021 dated December 08, 2021 ("MCA Circulars") and any other applicable laws, rules and regulations, if any, the Notice is being sent only by electronic mode to those members whose e-mail addresses are registered with the Company / depositories, as on Friday, February 11, 2022 ('cut-off date'). Physical copies of the Notice, postal ballot forms etc., is not being sent to members for this postal ballot. The assent or dissent on the above resolutions can be communicated by the members through remote e-voting system only.

Members holding shares in physical mode and who have not updated their e-mail addresses with the Company are requested to update their e-mail addresses as per the instructions given in the enclosed Notice.

The remote e-voting period shall commence from **9.00 a.m. (IST) on Friday, February 18, 2022** and ends at **5.00 p.m. (IST) on Saturday, March 19, 2022**.

The results of the postal ballot will be declared on or before **Tuesday, 22nd March, 2022, 5.00 p.m.**

RateGain Travel Technologies Limited

(Formally Known as RateGain Travel Technologies Pvt. Ltd.)



This Notice along with the explanatory statement is available on the Company's website at www.rategain.com and on the website of NSDL www.evoting.nsdl.com.

Please take the above information on record.

Yours faithfully,

For RateGain Travel Technologies Limited

A handwritten signature in blue ink, appearing to read "Thomas P. Joshua".

(Thomas P. Joshua)

Company Secretary & Compliance Officer

Mem. No.: F 9839



Encl.: As above

**RATEGAIN - STOCK APPRECIATION RIGHTS
(SAR) SCHEME – 2022**

PART A: STATEMENT OF RISKS

An investment in Equity Shares / SAR Units is subject to risk as the value of Equity Shares may go down or go up. You should carefully consider all the information in this Scheme, including the risks and uncertainties described below, before making an investment in the Equity Shares. If profitability and financial condition of the Company gets affected, the price of our Equity Shares / SAR Units could decline and you may lose all or part of your investment in the Equity Shares / SARs Units. Unless specified or quantified in the Scheme, we are not in a position to quantify the financial or other implication of any of the risks.

In addition, SAR Units are subject to the following additional risks:

1. **Concentration:** The risk arising out of any fall in value of Shares is aggravated if the Employee's holding is concentrated in the Shares of a single Company
2. **Leverage:** Any change in the value of the Share can lead to a significantly larger change in the value of the SAR Units.
3. **Illiquidity:** The SAR Units cannot be transferred to anybody and therefore, the Employees cannot mitigate their risks by selling the whole or part of their benefits before they are exercised.
4. **Vesting:** The SAR Units will lapse if the employment is terminated prior to vesting. Even after the SARs Units are vested, the unexercised SAR Units may be forfeited if the Employee is terminated for gross misconduct.

PART B: INFORMATION ABOUT THE COMPANY

1. Business Profile of the Company

Rategain Travel Technologies Limited was incorporated on November 16, 2012. Its CIN is L72900DL2012PLC244966 and is presently having its registered office at M -140, Greater Kailash, Part-II, New Delhi – 110048.

Present Business Activity:

The Company along with its Subsidiaries is in the business of hospitality and travel software technology solutions for revenue management decision support, rate intelligence, seamless electronic distribution and brand engagement and streamlining of operations and sales of customers.

Main Objects of the Company as stated in the Memorandum of Association of the Company are as follows:

1. To engage in planning, installation, purchase, export, import, design, supply, sale, laying, maintain, repair, upgrade, purchase, consultancy of all kind of Information Technology (IT) equipment systems including all types of microprocessor based mini/micro based computer/communication systems, all types of Hardware, all types of software, computer network of all types including LAN, WAN, internet, intranet, etc. all types of communication technologies, including access networks such as WLL/DECL, fixed line/mobile telephones, all types of terminal/multiplexing equipment including ISDN/ATM switches to include exchanges of all types such as EPABX, ATM, KTS, media such as cable of all types such as DG/Fibre optic, radio of all types, intelligent devices, value added services such as e-mail, voice mail, FAX, video, conferencing or any emerging new technologies in communication or computer field and accessories.
2. To provide internet co-location services, Shared Hosting Services, Dedicated Server Hosting, Corporate mailing solutions, Branded Network security solutions comprising of Intrusion detection systems and malicious code management systems (anti-virus solutions) that spawn all levels of the enterprise, Intranet enabling solutions, Bandwidth Management solutions, Specialized relaying facilities to cater to your bulk mailing requirements, VOIP solutions, Disaster recovery services and also to provide a broad range of connectivity solutions/ broad band technologies.
3. To provide data analytics services in relation to various sectors, including tourism and hospitality sectors.

2. Abridged Financial Information

The abridged financial information for the last 5 (Five) years for which audited financial information is available along with last audited accounts is available at the website of the Company at a given below link: [Investor Relations \(rategain.com\)](http://Investor Relations (rategain.com)).

3. Risk Factors for the Company

Management perception: Some of the risks are normal to the nature of industry in which the company operates and some others are beyond the control of the Company. Thus, the Company's business is subject to various generic risks and industry specific risks including those specified below:

3.1 Sensitivity to Foreign Exchange Fluctuation:

In this globalized world, the Company engages in financial transactions outside the Country and accordingly the Receipts will be based in the form of a currency which is not in Indian Denomination. Any appreciation / depreciation of the Indian currency or the depreciation / appreciation of the denominated currency will affect the cash flows emanating from that transaction.

3.2 Difficulty in availability of raw materials or Marketing of Product:

The Company's operations are increasingly dependent for the proper functioning of their business in terms of raw material and product supply, new products and sales and marketing programme development, technology, funding and support services. Any underperformance or failure to control properly the Company's operations could therefore impact the Company's business and materially adversely impact the performance or financial condition of the Company.

3.3 Cost/ Time Overrun:

Controlling time and cost overrun of the operations is very crucial in achieving successful completion of any projects. In case there is extension in estimated time and cost beyond the projected limit, the same can decrease the profits of the Company.

3.4 Industry Specific Risks:

Change in government regulations or their implementation could disrupt the operations and adversely affect the business and results of the Company, due to which Company may incur increased cost and penalties.

3.5 Dynamic scenario:

Change in technology may render our current technology obsolete and require us to make substantial investment which could affect the Company finance and operation.

3.6 Political instability or changes in the Government in India or in the Government of the states where we operate could cause us significant adverse effects:

We are incorporated in India and all of our operations, assets and personnel are located in India. Consequently, our performance and the market price and liquidity of the Equity Shares may be affected by changes in exchange rates and controls, interest rates, government policies, taxation, social and ethnic instability and other political and economic developments affecting India.

The government has traditionally exercised, and continues to exercise, a significant influence over many aspects of the economy. Our business is also impacted by regulation and conditions in the various states in India where we operate. Since 1991, successive governments have pursued policies of economic liberalisation and financial sector reforms. However, there can be no assurance that such policies will be continued. Any political instability could affect the rate of economic liberalisation, specific laws and policies affecting foreign investment, the power industry or investment in our Equity Shares. A significant change in the government's policies, in particular, those relating to our field, could adversely affect our business, results of operations, financial condition and prospects and could cause the price of our Equity Shares to decline.

3.7 Risk arising from changes in interest rates and banking policies:

Increased interest rates will have a bearing on profitability and credit controls will have an effect on our liquidity and will have serious effect on adequate working capital requirements.

3.8 Risk relating to our business:

All of our revenues are derived from the worldwide hospitality and travel industry and factors that negatively impact that industry could have a material adverse effect on our business, prospects, financial condition and results of operations.

In addition to general economic conditions, the global hospitality and travel industry is highly susceptible to other factors that are entirely outside the Group's control, including:

- global security issues, political instability, civil unrest, acts or threats of terrorism, hostilities or war and other geopolitical issues;
- increased security measures at ports of travel that reduce the convenience of certain modes of transport;
- world energy prices, particularly fuel price escalations;

- prolonged work stoppages or labour unrest, especially if affecting any of the major hotel chains, airlines or airports;
- changes in the laws and regulations governing or otherwise affecting the hospitality and travel industry, such as travel or mobility restrictions, regulatory actions, aircraft groundings, or changes to regulations governing airlines and the hospitality and travel industry, such as governmental sanctions prohibiting or otherwise adversely affecting doing business with certain jurisdictions;
- epidemics or pandemics, such as the most recent COVID-19 pandemic;
- natural disasters, such as flood, hurricanes, volcanic eruptions, earthquakes, drought, wildfires and tsunamis;
- aircraft, train and other travel-related accidents, and
- trends in consumer and business confidence, disposable income, the availability and cost of consumer finance, interest and exchange rates.

The above risks and uncertainties include but are not limited to risks and uncertainties relating to dependencies on few customers and suppliers, changes in the regulatory framework, adverse development in the any of the customer industries to whom substantial part of the product is given, downgrading of credit worthiness, political instability, legal restrictions and general economic conditions affecting the industry.

4. Continuing Disclosure Requirement:

The Grantee shall be entitled to receive copies of documents that are sent to the Members of the Company in compliance with the applicable regulations.

PART C: RATEGAIN - STOCK APPRECIATION RIGHTS (SAR) SCHEME - 2022

1. Introduction of the Scheme:

- 1.1 This scheme shall be called as the “Rategain - Stock Appreciation Rights (SAR) Scheme - 2022” hereinafter referred as “**Scheme**”.
- 1.2 The Scheme was approved by the Board of Directors and the Shareholders of the Company on [•] and [•] respectively.
- 1.3 The Scheme shall be effective from [•], being the date of Shareholders approval.

2. Term of the Scheme:

- 2.1 The Scheme shall continue in effect unless terminated by the Board of Directors.
- 2.2 Any such termination of the Scheme shall not affect SAR Units already granted and such SAR Units shall remain in full force and effect as if the Scheme had not been terminated unless mutually agreed otherwise between the Grantee / Nominee / Legal Heirs and the Company.

3. Purpose of the Scheme:

- 3.1 The Purpose of the Scheme includes the followings:
 - 3.1.1 To motivate the Employees to contribute to the growth and profitability of the Company.
 - 3.1.2 To retain the key Employees and reduce the attrition rate of the Company.
 - 3.1.3 To achieve sustained growth and the creation of shareholder value by aligning the interests of the Employees with the long-term interests of the Company.
 - 3.1.4 To create a sense of ownership and participation amongst the Employees to share the value they create for the Company in the years to come, and
 - 3.1.5 To provide additional deferred rewards to Employees.

4. Definitions:

- 4.1 In this Scheme, except where the context otherwise requires, the following expressions or terms shall have the meanings indicated there against.
 - 4.1.1 “**Abandonment**” means absence of an Employee from work for a period of

30 days or more without having communicated to the Employer any reason of absence.

- 4.1.2** “**Applicable Law**” means every law relating to Employee Benefit Schemes in force, including, without limitation to, Companies Act, 2013, SEBI (SBEB & SE) Regulations, as amended, and all relevant revenue, tax, securities or exchange control regulations or corporate laws of India to the extent applicable.
- 4.1.3** “**Appreciation**” means the difference between the Exercise Date Price and the SAR Price.
- 4.1.4** “**Associate Company**” shall have the same meaning as defined in section 2(6) of the Companies Act, 2013, as amended from time to time.
- 4.1.5** “**Board of Directors**” means the Board of Directors of the Company.
- 4.1.6** “**Body Corporate**” shall have the same meaning as defined in section 2(11) of the Companies Act, 2013, as amended from time to time.
- 4.1.7** “**Claw Back**” means a contractual agreement between the Grantee and the Company, being evidenced on the acceptance of the Grant, in which case the Grantee shall relinquish any benefit that accrued to or return any benefit that is received by such Grantee to the Company (directly / indirectly) under circumstances specified at the time of Grant of SAR Units.
- 4.1.8** “**Committee**” means Nomination and Remuneration Committee of the Company, designated as Compensation Committee for the purpose of monitoring, administering, superintending, and implementing the Scheme in compliance with SEBI (SBEB & SE) Regulations.
- 4.1.9** “**Company**” means Rategain Travel Technologies Limited.
- 4.1.10** “**Corporate Action**” means a change in the capital structure of the Company as a result of as a result of Bonus Issue, Rights Issue, Split of Shares and Consolidation of Shares.
- 4.1.11** “**Directors**” shall have the same meaning as defined under section 2(34) of the Companies Act, 2013.
- 4.1.12** “**Employee**” means
- (a) An Employee as designated by the Company, who is exclusively working in India or outside India; or
 - (b) A Director of the Company, whether 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

- (c) an Employee as defined in sub-clauses (a) or (b), 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

- (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 ten percent of the outstanding equity shares of the company.

4.1.13 “Eligibility Criteria” means the criteria, as may be determined from time to time by the Committee, for the grant of SAR Units.

4.1.14 “Exercise” means making an application, in such manner and in such format as may be prescribed by the Committee, from time to time, by the Grantee, to the Committee/ Company for issue of Shares, against vested SAR Units.

4.1.15 “Exercise Date Price” means the price calculated by the Committee in accordance with article 12.1 of the Scheme.

4.1.16 “Exercise Period” means the time period after vesting within which a Grantee can exercise his right to apply for Shares against the vested SAR Units.

4.1.17 “Exercise Price” means the price payable by the Grantee for allotment of Shares in lieu of appreciation earned which shall be equal to the face value of the Shares or any other price as may be decided by the Committee.

4.1.18 “Grant” means the issue of SAR Units to the Grantee(s) under the Scheme.

4.1.19 “Grant Date” means the date on which the Committee approves the grant.

Explanation: For accounting purposes, the grant date will be determined in accordance with applicable accounting standards.

4.1.20 “Group” means two or more companies which, directly or indirectly, are in a position to—

- (i) exercise twenty-six per cent or more of the voting rights in the other

company; or

- (ii) appoint more than fifty per cent of the members of the Board of Directors in the other company; or
- (iii) control the management or affairs of the other company;

4.1.21 “**Grantee**” shall mean an eligible Employee to whom SAR Units have been granted under the Scheme.

4.1.22 “**Independent Director**” shall have the same meaning assigned to it under the SEBI (LODR) Regulations.

4.1.23 “**Long Leave**” means an approved leave taken by the Grantee for a period of more than three months out of twelve months starting from date of grant/ vesting, as the case may be.

Provided that the period of long leave shall not include the period in which the 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 Long Leave unless otherwise determined by the Committee.

4.1.24 “**Market price**” means the latest available closing price on a recognized stock exchange on which the Shares of the Company are listed on the date immediately prior to the relevant date.

Explanation – *As the Shares of the Company are listed on more than one recognized stock exchange, the closing price on the recognized stock exchange having higher trading volume shall be considered as the market price.*

4.1.25 “**Permanent Incapacity**” means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps a Grantee from performing any specific job, work or task which the said Grantee was capable of performing immediately before such disablement, as determined by the Committee based on a certificate of a medical expert identified by the Company.

4.1.26 “**Promoter**” shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

4.1.27 “**Promoter Group**” shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

4.1.28 “**Recognised Stock Exchange**” means a stock exchange which has been granted recognition under Section 4 of the Securities Contracts (Regulation) Act, 1956.

- 4.1.29 “Relative”** shall have the same meaning as defined in Section 2(77) of the Companies Act, 2013, as amended from time to time.
- 4.1.30 “Relevant date”** means:
- (a) in the case of grant, the date of the meeting of the compensation committee on which the grant is made; or
 - (b) in the case of exercise, the date on which the notice of exercise is given to the Company by the Grantee;
- 4.1.31 “SAR Price”** means the price calculated by the Committee in accordance with Article 8.9 of the Scheme.
- 4.1.32 “Scheme”** shall mean “Rategain Stock Appreciation Rights Scheme – 2022” and shall include any alteration(s), amendment(s), addition(s), deletion(s), modification(s), or variation(s) thereof from time to time.
- 4.1.33 “SEBI (SBEB & SE) Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and shall include any alteration(s), amendment(s), addition(s), deletion(s), modification(s), or variation(s) thereof.
- 4.1.34 “SEBI (LODR) Regulations”** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and shall include any alteration(s), amendment(s), addition(s), deletion(s), modification(s), or variation(s) thereof.
- 4.1.35 “Shares”** means Equity Shares of the Company.
- 4.1.36 “Stock Appreciation Rights Unit / SAR Unit”** means a right but not an obligation granted to a Grantee to receive Appreciation on the Shares of the Company, wherein the settlement of such Appreciation shall be made in the form of Shares of the Company
- 4.1.37 “Subsidiary”** shall have the same meaning as defined in regulation 2 of SEBI (LODR) Regulations and section 2(87) of the Companies Act. 2013, as amended from time to time.
- 4.1.38 “Unvested SAR Unit”** means a SAR Unit which is not vested.
- 4.1.39 “Vested SAR Unit”** means a SAR Unit, which has vested in pursuance to the Scheme and has thereby become exercisable.
- 4.1.40 “Vesting”** means the process by which the Grantee becomes entitled to

receive the benefit of a grant made to him under the Scheme.

4.1.41 “Vesting Date” means the date on and from which the SAR Units vests with the Grantees and thereby becomes exercisable.

4.1.42 “Vesting period” means the period during which the vesting takes place.

4.1.43 “Whole Time Director” shall have the same meaning as defined in section 2(94) of the Companies Act, 2013, as amended from time to time.

Interpretation:

In this document, unless the contrary intention appears:

- a) The singular includes the plural and vice versa.*
- b) The word “person” includes an individual, a firm, a body corporate or unincorporated body or authority.*
- c) Any word or expression importing the masculine, feminine or neutral genders only, shall be taken to include all three genders.*
- d) Any word which is not defined under the Scheme shall be interpreted in line with SEBI (SBEB & SE) Regulations, Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 or the Companies Act, 2013 and any statutory modification or re – enactment thereto, shall have the meanings respectively assigned to them in those legislation.*
- e) Articles headings are for information only and shall not affect the construction of this document.*
- f) A reference to an article is respectively a reference to an Article of this document.*
- g) Reference to any Act, Rules, Statute or Notification shall include any statutory modification, substitution or re-enactment thereof.*

5. Implementation & Administration:

5.1 The Scheme shall be implemented through Direct Route for extending benefits to Employees wherein the Company will distribute the Appreciation in the form of Shares in accordance with the Scheme.

Provided that if prevailing circumstances so warrant, the Company may change the mode of implementation of the Scheme subject to the condition that a fresh approval of the Shareholders by a special resolution is obtained prior to implementing such a change and that such a change is not prejudicial to the interests of the Grantees.

5.2 The Company will allot fresh Shares to the Grantees upon successful exercise of SARs unit in accordance with terms and conditions of the Scheme

5.3 Subject to applicable Laws and the framework laid down by the Board of

Directors, the Scheme shall be administered by the Committee, which may delegate some or all of its administrative power(s) to any other Committee or Persons for proper administration of the Scheme.

- 5.4** The Committee is authorized to interpret the Scheme, to establish, amend and rescind any rule(s) and regulation(s) relating to the Scheme and to make any other determinations that it deems necessary or desirable for the administration and implementation of the Scheme.
- 5.5** Any decision of the Committee in the interpretation and administration of the Scheme, as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all the parties concerned (including but not limited to, Grantee and/or Employee and their Nominees / Legal heirs).
- 5.6** The Committee shall, subject to applicable laws, inter alia, have powers to do following:
 - 5.6.1** To delegate its administrative powers in whole or in part as it may decide from time to time to any person or sub- Committee.
 - 5.6.2** To decide upon re-granting of the SAR Units which were lapsed, forfeited or surrendered under any provisions of the Scheme.
 - 5.6.3** To increase or decrease the pool of SAR Units to be granted under Scheme.
 - 5.6.4** To increase or decrease the pool of Shares to be granted under Scheme.
 - 5.6.5** To identify the Employees eligible to participate in the Scheme.
 - 5.6.6** To finalize the eligibility criteria for grant of SAR Units.
 - 5.6.7** To determine the Employees eligible for grant of SAR Units.
 - 5.6.8** To determine the number of SAR Units to be granted to each Grantee and in aggregate subject to the pool of SAR Units of the Scheme.
 - 5.6.9** To decide upon granting of SAR Units to new Joinees.
 - 5.6.10** To determine the grant date.
 - 5.6.11** To grant SAR Units to one or more eligible Employees.
 - 5.6.12** To calculate the SAR Price and discount / premium thereof, if any.
 - 5.6.13** To extend the period of acceptance of grant.
 - 5.6.14** To decide the vesting period subject to minimum and maximum period of vesting as stated in Scheme.
 - 5.6.15** To determine the vesting schedule for each Grantee.
 - 5.6.16** To determine the Employees eligible for vesting of SAR Units
 - 5.6.17** To finalize the eligibility criteria for vesting of SAR Units
 - 5.6.18** To calculate the Exercise Date Price
 - 5.6.19** To determine and fix an exercise window(s)
 - 5.6.20** To decide upon the mode and manner of exercise.
 - 5.6.21** To calculate the Appreciation
 - 5.6.22** To determine the number of Shares to be allotted after calculation of Appreciation upon exercise of SAR Units.
 - 5.6.23** To decide upon treatment of vested and unvested SAR Units in cases of cessation of employment as specified in the Scheme.

- 5.6.24 To decide upon the treatment of vested and unvested SAR Units in the event of Corporate Actions taking into consideration the following:
 - (a) the number and price of SAR Units shall be adjusted in a manner such that the total value to the Employee of the SAR Units remains the same after the Corporate Action;
 - (b) the vesting period and the life of SAR Units shall be left unaltered as far as possible to protect the rights of the Employees who have been granted such SAR Units.
 - 5.6.25 To cancel all or any granted SAR Units in accordance with the Scheme.
 - 5.6.26 To accelerate the vesting of SAR Units on a case to case basis, subject to completion of minimum 1 year from the date of grant.
 - 5.6.27 To decide upon treatment of vested and unvested SAR Units in cases of dispute between the Grantee and Company.
 - 5.6.28 To finalize letters and other documents, if any, required to be issued under the Scheme.
 - 5.6.29 To re price the SAR Units which are not exercised, whether or not they have been vested, if the SAR Units rendered unattractive due to fall in the price of the Shares in the market.
 - 5.6.30 To establish, amend, suspend or waive such rules and regulations as it shall deem appropriate for the proper administration of the Scheme
 - 5.6.31 To terminate the Scheme.
 - 5.6.32 To appoint such agents as it shall deem necessary for the proper administration of the Scheme.
 - 5.6.33 To specify the time period within which the employee shall exercise the vested SAR Units in the event of termination or resignation of an Employee.
 - 5.6.34 To obtain permissions from, making periodic reports to regulatory authorities, as may be required and ensuring compliance with all guidelines applicable in this regard;
 - 5.6.35 To specify the conditions under which SARs unit may vest in Employees and may lapse in case of termination of employment for misconduct.
 - 5.6.36 To determine or impose other conditions to the granted SAR Units under the Scheme, as it may deem appropriate.
 - 5.6.37 To determine the procedure for buy-back of SAR Units granted under the Scheme, if to be undertaken at any time by the Company, and the applicable terms and conditions, in accordance with the applicable laws.
 - 5.6.38 To frame suitable policies and procedure to ensure that there is no violation of securities laws, including the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 as amended, by the Company or the Employees.
- 5.7 The powers and functions of the Committee can be specified, varied, altered or modified from time to time by the Board of Directors, subject to the rules and regulations as may be in force. The Board of Directors may further provide that

the Committee shall exercise certain powers only after consultation with the Board of Directors and in such case, the said powers shall be exercised accordingly.

- 5.8** A member of the Committee shall abstain from participating in and deciding on any matter relating to grant of any SAR Units to himself.

6. Pool of the Scheme:

- 6.1** The maximum number of SAR Units that may be granted pursuant to the Scheme shall not exceed 70,00,000 [Seventy Lakh Only].
- 6.2** The maximum number of Shares that may be issued and allotted pursuant to calculation of appreciation upon exercise of SAR Units, shall not exceed 27,50,000 [Twenty Seven Lakh Fifty Thousand Only].
- 6.3** If any SAR Unit granted under the Scheme lapses or is forfeited or surrendered under any provision of the Scheme, such SAR Unit shall be available for further grant under the Scheme unless otherwise determined by the Committee.
- 6.4** Further, the maximum number of SAR Units that can be granted and the Shares arising upon exercise of these SAR Units shall stand adjusted in case of corporate Action.
- 6.5** The Company reserves the right to increase or decrease such number of SAR Units and Shares as it deems fit, in accordance with the applicable laws.

7. Eligibility Criteria's:

- 7.1** The Committee may on the basis of all or any of the following criteria, decide on the Employees who are eligible for the grant of SAR Units under the Scheme and the terms and conditions thereof.
- Loyalty: It will be determined on the basis of tenure of employment of an Employee or terms and conditions agreed with the new joiners in the Company/ Group Company/ Subsidiary Company/ Associate Company/ Holding Company.
 - Performance of Employee: Employee's performance during the financial year on the basis of the parameters decided by the Company / Group Company / Subsidiary Company / Associate Company / Holding Company.
 - Performance of Company: Performance of the Company as per the standards set by the Board of Directors/ Committee.
 - Any other criteria as decided by the Committee in consultation with Board of Directors from time to time.
- 7.2** The Employees satisfying the eligibility criteria shall be termed as eligible Employee.

7.3 New Joinees can also participate in the Scheme based upon the discretion of the Committee.

7.4 Nothing in the Scheme or in any SAR Unit granted pursuant to the Scheme shall confer on any Employee, any right to continue in the employment of the Company or interfere in any way with the right of the Company to terminate the Employee's employment at any time.

8. Grant of SAR Units:

8.1 The Committee shall grant SAR Units to one or more eligible Employees, in accordance with the terms and conditions of the Scheme for the time being in force and subject to Employee's employment terms or his continuity in the employment or as mutually agreed in the grant letter or other parameters as set out by the Committee.

8.2 Subject to availability of SAR Units in the pool under the Scheme, the maximum number of SAR Units that can be granted to any eligible Employee during any one year shall not be equal to or exceeding 1% of the issued capital of the Company at the time of grant. The Committee may decide to grant such number of SAR Units equal to or exceeding 1% of the issued capital to any eligible Employee as the case may be, subject to the applicable laws.

8.3 The grant of SAR Units shall be communicated to the eligible Employees in writing through grant letter specifying the vesting date, number of SAR Units granted, SAR Price, vesting schedule and other terms and conditions thereof.

8.4 No amount shall be payable by an Employee at the time of grant of SARs unit.

8.5 Upon grant, an eligible Employee shall become Grantee under the Scheme.

8.6 The SAR Units granted to the eligible Employees shall not be transferable to any other person.

8.7 The SAR Units granted to the eligible Employees shall not be pledged, hypothecated, mortgaged or otherwise encumbered or alienated in any other manner.

8.8 At the time of grant, the Committee shall calculate the SAR Price.

8.9 For the purpose of Article 8.8 above, SAR Price shall be calculated on the basis of the Market Price, as per the discretion of the Committee, with or without providing suitable discount / charging premium, if deems fit.

9. Method of Acceptance:

- 9.1** Any Grantee who wishes to accept the grant made pursuant to the Scheme, must deliver a signed copy of grant letter to the Committee or any of its authorized representatives within 30 (Thirty) working days (*of the Company*) from the date of receipt of the grant letter. The Committee may extend the said period of 30 (Thirty) working days for such duration as it may deem fit for the benefit of the Grantees.
- 9.2** Any Grantee who fails to return the signed copy of grant letter and/or fails to provide his acceptance within the above-mentioned time period shall, unless the Committee determines otherwise, be deemed to have rejected the grant and the Company is not liable to pay any such amount on such rejection. Any Acceptance letter received after the period stated above shall not be valid.
- 9.3** The Grantee is not required to pay any amount at the time of acceptance of the Grant.
- 9.4** Subject to the terms contained herein, the acceptance in accordance with this Article, of a grant made to a Grantee, shall conclude a contract between the Grantee and the Company, pursuant to which each SAR Unit shall, on such acceptance, be an Unvested SAR Unit.

10. Vesting of SAR Units:

- 10.1** Vesting period shall commence from the date of grant subject to a minimum of 1 (One) year from the grant date and a maximum period 4 (Four) years or such other period from the grant date, at the discretion of and in the manner prescribed by the Committee.

Provided further that in the event of death or permanent incapacity of a Grantee, the minimum vesting period of one year shall not be applicable and in such instances, the SARs Unit shall vest in terms of SEBI (SBEB & SE) Regulations, on the date of the death or permanent incapacity.

- 10.2** Vesting of SAR Units can vary from Grantee to Grantee as per the discretion of the Committee whose decision shall be final and binding.
- 10.3** The vesting schedule will be clearly defined in their grant letter of respective Grantees subject to minimum and maximum vesting period as specified in Article 10.1 above.
- 10.4** The Actual vesting would be subject to the continued employment of the Grantee and may further be linked with the certain performance criteria's, including those mentioned under Article 7 of the Scheme, as determined by the Committee and mentioned in the grant letter.

- 10.5** The Committee shall have the power to modify or accelerate the vesting schedule on a case-to-case basis subject to the minimum gap of 1 (One) Year between the grant and first vesting.
- 10.6** The SARs Units which get lapsed due to performance Criteria in any of the vesting, if any, will get lapsed from the hands of the Grantee. However, the Committee, may still allow the vesting of SARs Units for which the eligibility criteria is not met, if so deems fit, either on wholly or proportionately basis
- 10.7** Further any fraction entitlement, to which the Grantee would become entitled to upon vesting of SAR Units (*other than the last tranche of vesting*), then the SAR Units to be actually vested, be rounded off to the nearest lower integer. Accordingly, in the last vesting, the number of the SAR Units to be vested shall include the SAR Units which was not earlier vested due to fraction adjustment.
- 10.8** The vesting of SAR Units shall be communicated to the eligible Grantees in writing through vesting letter.
- 10.9** The Grantee is not required to pay any amount at the time of vesting of the SAR Units.

11. Exercise of SAR Units:

- 11.1** The vested SAR Units can be exercised by Grantees, either wholly or in part, after submitting the exercise application during the exercise windows, as specified by the Committee, from time to time, within the overall exercise period from the date of respective vesting, as may be decided by the Committee. Failure to comply within this time period, shall result in lapsing of vested SAR Units in the hands of Grantee.
- 11.2** The vested SAR Units shall be exercisable according to the terms and conditions as determined and mentioned under the scheme and the vesting letter. However, no fraction of a vested SAR Unit shall be exercisable.
- 11.3** Notwithstanding anything contained elsewhere in the Scheme, the Committee may not pay the appreciation by way of Shares, in the event of the Grantee being found to be involved in fraud, misfeasance, gross negligence, breach of trust or like event(s) and in such an event(s) the rights under the SAR Units (whether vested or not) shall lapse, forthwith, without any claim on, or recourse to the Company.
- 11.4** If the Vesting or Exercise of SAR Units is prevented by any law or regulation in force and the Grantee is forbidden to exercise the units under such law or regulation, then in such an event the Company shall not be liable to compensate the Grantee in any manner whatsoever.

11.5 Notwithstanding anything else contained in this Scheme, if the Grantee does not exercise his vested SAR Units within the time specified, the SAR Units shall stand lapsed.

11.6 The Committee shall have the power to cancel all or any of the SAR Units granted under the Scheme, if so required, under any law for the time being in force or the order of any jurisdictional court. In the event of any such cancellation, the Company shall not be liable to compensate the Grantee in any manner.

11.7 The mode and manner of the Exercise shall be communicated to the Grantees individually upon vesting of SAR Units.

12. Calculation of Appreciation and mode of payment:

12.1 Upon duly exercise of SAR units, the Committee shall calculate the amount of appreciation, occurred on such SAR Units, as specified in Article 4.1.3 of the Scheme.

“Appreciation” shall be the difference between the Exercise Date Price and the SAR Price.

“SAR Price” shall be the price calculated by the Committee in accordance with Article 8.8 and 8.9 of the Scheme.

“Exercise Date Price” shall be the Market Price of the Shares of the Company as on the date of exercise.

12.2 Appreciation to be paid in Shares: Upon valid exercise of SAR Units, the Committee shall calculate the number of Shares to be allotted whose value shall be equivalent to the appreciation. For the purpose of this Article the number of Shares shall be calculated in a manner given below:

No of shares = [Appreciation (*per SAR Unit*) * No. of SAR Units exercised] / Exercise Date Price

12.3 The resulting number of Shares shall be allotted to the Grantee by the Company on payment of Exercise Price.

12.4 The payment shall be paid by a cheque or demand draft, NEFT or any other banking channel in the name of the Company i.e. Rategain Travel Technologies Limited.

12.5 Upon allotment of the Shares, the Grantee shall become member of the Company. The Shares to be allotted shall rank pari-passu in all respects within the then existing Shares of the Company.

12.6 Further any fraction entitlement, to which the Grantee would become entitled to upon exercise of SAR Units would be settled in cash.

12.7 The tax amount on appreciation shall be paid by the Grantee to the Company in the month of exercise by way of cheque, demand draft or NEFT as decided by the Committee, whose decision shall be final and binding.

12.8 If appreciation comes negative, then a minimum appreciation to the Grantees may be paid in such a manner as decided by the Committee whose decision shall be final and binding.

12.9 The amount paid by the employee, if any, for the exercise of SAR Units may be refunded, if the SAR Units are not exercised by the employee within the exercise period.

13. Cessation of Employment:

Subject to the employment terms of an Employee, the following terms shall be applicable:

13.1 In the event of cessation of employment due to Death

a) All SAR Units granted as on date of death would vest in the Legal Heirs / Nominee of the Grantee on that day. The SAR Units would be exercisable by the Legal Heirs / Nominee within a period of 3 (Three) months from the date of death or expiry of exercise period, whichever is earlier, or such period as may be decided by the committee on case-to-case basis, failing which all the unexercised SAR Units shall lapse irrevocably and the rights there under shall be extinguished.

b) All other terms and conditions of the Scheme shall apply to such SAR Units. Provided that, in order to exercise the SAR Units of the deceased Grantee, the Legal Heirs / Nominee have to submit the following documents to the Company, to the satisfaction of the Board of Directors and the Board of Directors may its discretion waive off the requirement to submit any of the documents:

A. In case nominee is not appointed

- Copy of the Succession Certificate / Probate of Will / Letter of administration.
- No objection certificate from the other legal heirs.
- Photo copy of the death certificate duly attested by the proper authority (English translated version if in the vernacular language)

- Specimen signature of the person(s) in whose name Shares are to be transmitted (duly attested by the bank)
- Copy of PAN card of the applicant (self – attested).
- Copy of address proof (self – attested)

B. In case nominee is appointed

- Photo copy of the death certificate duly attested by the proper authority (English translated version if in the vernacular language)
- Specimen signature of the person(s) in whose name Shares are to be transmitted (duly attested by the bank)
- Copy of PAN card of the applicant (self – attested).
- Copy of address proof (self – attested)

13.2 In the event of cessation of employment due to Permanent Incapacity

All SAR Units granted to Grantee as on date of permanent incapacity would vest in Grantee on that day. The SAR Units would be exercisable within a period of 3 (Three) months from the date of permanent incapacity or expiry of exercise period, whichever is earlier, failing which all the unexercised SAR Units shall lapse irrevocably and the rights there under shall be extinguished.

13.3 In the event of cessation of employment due to Resignation or termination
(not due to misconduct, moral turpitude or ethical/ compliance violations or like event)

- a) All unvested SAR Units, on the date of cessation, shall expire and stand terminated with effect from that date unless otherwise determined by the Committee whose decision will be final and binding.
- b) All vested SAR Units as on that date shall be exercisable by the Grantee within the ongoing exercise window (if applicable) or the next exercise window (if no exercise window is running as on the date of acceptance of resignation) or such other time period as may be decided by the Committee on a case to case basis. The vested SARs units not so exercised shall lapse irrevocably and the rights thereunder shall be extinguished.

13.4 In the event of cessation of employment due to Retirement/ Superannuation

- a) All unvested SAR Units, on the date of cessation, shall continue to vest in accordance with the respective vesting schedules even after retirement or superannuation unless otherwise determined by the Committee whose decision will be final and binding. The vested SAR Units shall be exercisable within the exercise period as per the original terms of grant.
- b) All vested SAR Units shall be exercisable by the Grantee within the exercise period as per the original terms of grant.

- c) The vested SAR Units not so exercised shall lapse irrevocably and the rights there under shall be extinguished.

13.5 In the event of separation from employment of a Director who have vacated the office due to retirement:

- a) All unvested SAR Units, on the date of cessation, shall continue to vest in accordance with the respective vesting schedules even after retirement unless otherwise determined by the Committee whose decision will be final and binding. The vested SAR Units shall be exercisable within the exercise period as per the original terms of grant.
- b) All vested SAR Units shall be exercisable by the Grantee within the exercise period as per the original terms of grant.
- c) The vested SAR Units not so exercised shall lapse irrevocably and the rights there under shall be extinguished.

13.6 In the event of cessation of employment due to Resignation or termination (due to misconduct, moral turpitude or ethical/ compliance violations or like event):

All SAR Units granted whether vested or not shall stand terminated with immediate effect unless otherwise determined by the Committee, whose determination will be final and binding.

13.7 In the event that a Grantee is **transferred or deputed to an Associate Company** prior to vesting or exercise of SAR Units, the vesting and exercise of SAR Units, as per the terms of grant, shall continue in case of such transferred or deputed Grantee even after the transfer or deputation.

13.8 In the event of **abandonment of service by the Grantee**, all SARs units (Vested or Unvested) at the time of abandonment of service, shall stand terminated forthwith. The date of abandonment of service by the Grantee shall be decided by the Committee at its sole discretion which decision shall be binding on such Grantee.

13.9 In the event of a Grantee going on **Long Leave**, i.e. absence from the office for more than three months, the treatment of SAR Units granted to him/her, whether vested or not, shall be determined by the Committee, whose decision shall be final & binding.

13.10 In the event that a Grantee is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing Company, prior to the vesting or exercise, the treatment of SARs units in such case shall be specified in such scheme of arrangement, amalgamation, merger or demerger provided that such treatment shall not be prejudicial to the interest of the Grantee.

13.11 In the event where a **Dispute arises between Grantee and the Company**, vesting and/or exercise of SAR Units will be put on hold till the date of settlement, to the satisfaction of the Committee.

13.12 The Committee may modify the terms for cessation of employment as mentioned in foregoing paras 13.1 to 13.10.

14. Lock in Requirements:

14.1 The Shares allotted to the Grantees pursuant to exercise of SAR Units maybe subject to such lock-in period from the date of allotment, as decided by the Board of Directors.

15. Claw back:

15.1 All the SAR Units granted under this Scheme, shall be subject to the Claw back arrangements in the circumstances as specified at the time of Grant of SAR Units, if any.

16. Other terms and conditions:

16.1 Nothing herein is intended to or shall give the Grantee, any right to status of any kind as a Shareholder of the Company in respect of any Share covered by the grant unless the Grantee exercises the SAR Units and becomes the registered Shareholder (member) of the Company.

16.2 The 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 a SAR Unit in whole or in part.

16.3 The Grantee shall abide by the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003, Company's Code of Conduct for Prevention of Insider Trading and Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information adopted by the Company under SEBI (Prohibition of Insider Trading) Regulations, 2015, as may be amended from time to time. Further, The Grantee shall indemnify and keep indemnified the Company in respect of any direct or indirect liability arising as a result or consequence of the violation of above, if applicable.

16.4 The maximum quantum of benefits that will be provided to every eligible Employee under the Scheme shall be equivalent to the appreciation which shall be the difference between the Exercise Date Price and the SAR Price and consequent allotment of Equity Shares having same value as that of appreciation earned.

17. Notices and correspondence:

- 17.1** Any notice required to be given by a Grantee to the Company or the Committee or any correspondence to be made between a Grantee and the Company or the Committee may be given or made to the Company/ Committee at the corporate office or registered office of the Company or at the place as may be notified by the Company / Committee in writing or at the specific designated email id of the Company.
- 17.2** Any notice, required to be given by the Company or the Committee to a Grantee or any correspondence to be made between the Company or the Committee and a Grantee shall be given or made by the Company or the Committee on behalf of the Company at the address provided by the Grantee while accepting the SAR Units granted to him/her or at the official email Id of the Grantee.

18. Nomination of Beneficiary:

- 18.1** Each Grantee under the Scheme may nominate, from time to time, any Beneficiary or Beneficiaries to whom any benefit under the Scheme is to be delivered in case of his or her death before he receives all of such benefit. Each such nomination shall revoke all prior nominations by the same Grantee, shall be in a form prescribed by the Company and will be effective only when filed by the Grantee in writing with the Company during the Grantee's lifetime.
- 18.2** If the Grantee fails to make a nomination, then the SAR Units shall Vest on his/her legal heirs in the event of his/her death.

19. Corporate Action:

- 19.1** Except as hereinafter provided, any grant made may be subject to adjustment, by the Committee, at its discretion, as to the number and price of SAR units, as the case may be, in the event of Corporate Action.
- 19.2** If there is a 'corporate action' of the Company before the SARs unit granted under this Scheme are exercised, the Grantee shall be entitled on exercise of the SARs unit, to such number of resultant Shares to which he/she would have been entitled as if all of the then outstanding SARs unit exercised by him/her, had been exercised before such 'Change in the Capital Structure' had taken place and the rights under the SARs unit shall stand correspondingly adjusted. In the event of a corporate action, the Committee, subject to the provisions of applicable laws, shall make fair and reasonable adjustments under the Scheme, as it deems fit, with respect to the SARs unit, exercise price and make any other necessary amendments to the Scheme for this purpose. The vesting period and life of the SARs unit shall be left unaltered as far as possible.
- 19.3** In the event of severance of employment of a Grantee, as a part of reconstitution /

amalgamation / sell-off or otherwise, the SARs unit granted and not exercised before such reconstitution / amalgamation / sell-off, shall be exercised as per the terms and conditions determined in the relevant Scheme of such reconstitution / amalgamation / sell-off not prejudicial to the interest of the Grantee.

19.4 In the event of a dissolution or liquidation of the Company, any vested SARs unit outstanding under the Scheme shall be cancelled if not exercised prior to such event and no compensation shall be payable in respect of the SARs unit so cancelled.

20. Disclosure and Accounting Policies:

20.1 The Company shall comply with the requirements of IND – AS 102 and shall use Fair value method and the fair value of SAR Units would be calculated as per the prescribed method under the applicable regulations.

20.2 Compensation cost will be booked in the books of accounts of the Company over a vesting period.

20.3 The Company shall comply with the disclosures requirements and the accounting policies prescribed under Regulation 15 of the SEBI (SBEB & SE) Regulations or as may be prescribed by regulatory authorities from time to time.

21. Taxability on the Grantee:

21.1 The exercisable SAR Units are subject to the applicable provisions of the Income tax Act, 1961.

There would be a double point of Taxation on the Grantee

- **Point 1:** At the time of exercise, the difference between the fair market value of the Shares as on date of exercise and the exercise price will be added as a perquisite under salary in the month of exercise. The Grantee will be liable to pay the taxes at the individual slab rate in which he falls.
- **Point 2:** At the time of sale of the Shares of the company by the Grantee. On selling of the Shares, the concerned Employee would be liable to income tax as per the applicable provisions of the laws at the time of sale of the Shares.

22. Surrender of SAR Units:

22.1 Any Grantee to whom the SAR Units are granted under this Scheme, may at any time, surrender his SAR Units to the Company. In such case the Company would not be liable to pay any compensation to the Grantee on account of his surrender of SAR Units. The SAR Units so surrendered will be added back to the pool of the Scheme and pursuant to this the Grantee shall cease to have all rights and obligations over such SAR Units.

23. Arbitration:

23.1 In the event of a dispute arising out of or in relation to the provisions of this Scheme (including a dispute relating to the construction or performance thereof), the relevant parties shall attempt in the first instance to resolve such dispute through an amicable settlement. The attempt to bring about an amicable settlement shall be considered to have failed as soon as one of the parties hereto, after reasonable attempts, which shall continue for not more than 30 days, gives 10 days' notice thereof to the other party in writing.

23.2 In case of such failure, either party may refer the dispute to a single arbitrator to be appointed by Managing Director of the Company. The arbitration proceedings shall be held in Delhi, India under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The arbitrator shall give a reasoned award in writing. The arbitrator shall also decide on the costs of the arbitration proceedings. The parties shall submit to the arbitrator's award and the award shall be enforceable in competent court of law at Delhi, India.

24. Governing Law:

24.1 This Scheme and all related documents thereunder shall be governed by governed by and construed in accordance with the SEBI (SBEB & SE) Regulations and other applicable laws of India.

24.2 Any term of the Scheme that is contrary to the requirement SEBI (SBEB & SE) Regulations or any applicable laws shall not apply to the extent it is contrary.

24.3 The Courts at Delhi shall have exclusive jurisdiction on any matter arising out of this Scheme.

25. Regulatory Approvals:

25.1 The implementation of the Scheme, the Granting of any SAR Units under the Scheme and the issuance of any Shares under this Scheme shall be subject to the procurement by the Company and the Grantee / Nominee / Legal Heirs of all approvals and permits, if any, required by any regulatory authorities having jurisdiction over the Scheme. The Grantee / Nominee / Legal Heirs under this Scheme will, if requested by the Board of Directors / Company, provide such assurances and representations to the Company or the Committee, as the Board of Directors may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirement.

26. Modification of Scheme:

26.1 Subject to the applicable laws, the Committee may, at any time:

26.1.1 Revoke, add to, alter, amend or vary all or any of the terms and conditions of the Scheme or all or any of the rights and obligations of the Grantee.

26.1.2 Formulate various sets of special terms and conditions in addition to those set out herein, to apply to the specific Grantee or class or category of Grantees. Each of such sets of special terms and conditions shall be restricted in its application to those specific Grantee or class or category of such Grantees.

26.2 Any amendment, variation or modification under the Scheme shall not be prejudicial to the interest of the Grantees of the Company.

27. Confidentiality:

27.1 Notwithstanding anything contained in this Scheme, the Grantee shall not divulge the details of the Scheme and/or his holdings to any person except with the prior written permission of the Committee unless so required to do under the applicable laws or any statutes or regulations applicable to such Grantee.

***** End of the Scheme *****