



## **NOTICE**

Notice is hereby given that the Extra Ordinary General Meeting of Tata Digital Private Limited, will be held on Wednesday, September 25, 2024 at 03:00 p.m. (IST) at Bombay House, 4th Floor, Committee Room, Fort, Mumbai 400 001 to transact the following business:

### **SPECIAL BUSINESS**

#### **1. To approve Tata Digital Private Limited Performance Stock Units Plan 2024 for the eligible employees of the Company**

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a Special Resolution:

“RESOLVED THAT pursuant to the provisions of Section 62 and other applicable provisions, if any, of the Companies Act, 2013 and the Rules made thereunder (including any statutory modification(s) or re-enactment(s) thereof), relevant provisions of Memorandum of Association and the Articles of Association of the Company and subject to such other approvals and consents, as may be necessary and other applicable law, and subject to any applicable approval, consent, permission and sanction of any authority(ies) and also any condition(s) and modification(s) as may be prescribed or imposed by such authority(ies) while granting any such approval, consent, permission and sanction, and subject to acceptance of such condition(s) or modification(s) by the Board of Directors of the Company (hereinafter referred to as the ‘Board’, which term shall include Board Committee or their delegated authority to exercise its powers, including the powers conferred by this Resolution), the consent of the Members of the Company be and is hereby accorded to the Board to adopt and implement the ‘Tata Digital Private Limited Performance Stock Units Plan 2024’ (hereinafter referred to as the ‘Scheme’) as per the details set out in the Explanatory Statement attached hereto.

RESOLVED FURTHER THAT the Board of the Company, be and is hereby authorized to settle all questions, difficulties or doubts that may arise in relation to the implementation and formulation of the Scheme to the end and intent that the Members shall be deemed to have given their approval thereto expressly by the authority of this resolution.

RESOLVED FURTHER THAT the Board be and is hereby authorised to do all such acts, deeds and things and to execute all documents and writings as may be necessary, proper, desirable or expedient to give effect to this resolution.”

### **TATA DIGITAL PRIVATE LIMITED**

Registered Office

Army & Navy Building 148 M G Road Opposite Kala Ghoda Fort Mumbai 400 001

Phone 022-68858282 Email [contactus@tatadigital.com](mailto:contactus@tatadigital.com) Website [www.tatadigital.in](http://www.tatadigital.in)

(CIN U74999MH2019PTC322353)



**2. To approve Tata Digital Private Limited Performance Stock Units Plan 2024 for the eligible employees of Subsidiary companies of the Company**

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a Special Resolution:

“RESOLVED THAT pursuant to the provisions of Section 62 and other applicable provisions, if any, of the Companies Act, 2013 and the Rules made thereunder (including any statutory modification(s) or re-enactment(s) thereof) relevant provisions of Memorandum of Association and the Articles of Association of the Company and subject to such other approvals and consents, as may be necessary and other applicable law, and subject to any applicable approval, consent, permission and sanction of any authority(ies) and also any condition(s) and modification(s) as may be prescribed or imposed by such authority(ies) while granting any such approval, consent, permission and sanction, and subject to acceptance of such condition(s) or modification(s) by the Board of Directors of the Company (hereinafter referred to as the ‘Board’, which term shall include Board Committee or their delegated authority to exercise its powers, including the powers conferred by this Resolution), the consent of the Members of the Company be and is hereby accorded to the Board to adopt and implement the ‘Tata Digital Private Limited Performance Stock Units Plan 2024’ (hereinafter referred to as the ‘Scheme’) to eligible employees of Subsidiary companies of the Company as per the details set out in the Explanatory Statement attached hereto.

RESOLVED FURTHER THAT the Board of the Company, be and is hereby authorized to settle all questions, difficulties or doubts that may arise in relation to the implementation and formulation of the Scheme to the end and intent that the Members shall be deemed to have given their approval thereto expressly by the authority of this resolution.

RESOLVED FURTHER THAT the Board be and is hereby authorised to do all such acts, deeds and things and to execute all documents and writings as may be necessary, proper, desirable or expedient to give effect to this resolution.”

**NOTES:**

1. The Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 (“the Act”), setting out material facts in respect of business under Item Nos. 1 and 2 as set out in the Notice is annexed hereto.
2. **A MEMBER ENTITLED TO ATTEND AND VOTE AT THE EXTRA ORDINARY GENERAL MEETING (EOGM) IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE ON HIS/HER BEHALF AND THE PROXY NEED NOT BE A MEMBER.**

The instrument appointing the proxy should, however, be deposited at the registered office of the company, duly completed, stamped and signed, not less than forty-eight hours before the commencement of the meeting.



A person can act as a proxy on behalf of Members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the Company carrying voting rights. In case a proxy is proposed to be appointed by a member holding more than ten percent of the total share capital of the Company carrying voting rights, then such proxy shall not act as a proxy for any other person or Member.

3. Corporate Members intending to send their Authorised Representatives to attend the EOGM are requested to send to the Company a certified copy of their Resolution authorising their representative to attend and vote on their behalf at the EOGM. Members, Proxies and Authorised Representatives are requested to bring the duly completed Attendance Slip enclosed herewith to attend the EOGM.
4. Members may note that the Notice will also be available on the Company's website.
5. All documents referred to in the Notice, will be available for inspection by the Members of the Company at Registered office of the Company during business hours (i.e. from 09.30 a.m. (IST) to 05.30 p.m. (IST) on all weekdays) up to the date of EOGM and will also be available during the EOGM.
6. Notice of the EOGM is being sent by electronic mode to its Members, unless any Member has requested a physical copy of the same.
7. Attendance Slip, Proxy Form and the Route Map showing directions to reach the venue of the EOGM are annexed hereto.

Place: Mumbai  
Date: September 25, 2024

Registered Office:  
Army & Navy Building, 148 M. G. Road,  
Opposite Kala Ghoda,  
Fort, Mumbai 400001  
Website: [www.tatadigital.in](http://www.tatadigital.in)  
CIN: U74999MH2019PTC322353



Order of the Board of Directors

  
Sudhakar Shetty  
Company Secretary  
ACS:13200



## **EXPLANATORY STATEMENT**

As required under Section 102 of the Companies Act, 2013 (“the Act”) the following explanatory statement sets out all material facts relating to the business mentioned under Item Nos. 1 and 2 of the accompanying Notice:

### **Item Nos. 1 and 2**

The performance stock units in the hands of the employees have since long been recognised as an effective instrument to align the interests of the employees with that of the Company for enhancing overall shareholders value creation and provide an opportunity to the employees to participate in the growth of the Company and create long-term wealth. With a view to drive long-term objectives of the Company, to attract, motivate and retain employees by rewarding for their performance, ring fence and incentivize key talent to drive long term objectives of the Company, to ensure that the senior management employees compensation and benefits match the long gestation period of certain key initiatives and to drive ownership behaviour and collaboration amongst employees, it is proposed to approve and adopt Tata Digital Private Limited Performance Stock Units Plan 2024 (“Scheme”).

The objective and purpose of the Scheme is to, *inter alia*, align the interests of the employees with those of the Company and its Members, provide an incentive to attract, retain and reward employees performing services for the Company by encouraging them to acquire an ownership interest in the Company and motivating them to contribute to the growth and profitability of the Company, thereby promoting their welfare.

The Board at its meeting held on May 28, 2024, formulated the terms and conditions of the Scheme and approved the Scheme subject to the shareholders’ approval. A copy of the Scheme is attached as Annexure A, for the perusal and consideration of the Members.

Pursuant to Section 62(1)(b) of the Act read with Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014, approval of the Members is being sought, by way of a special resolution, for approval of the Scheme as detailed in Item No. 1 of this Notice.

Further, pursuant to Section 62(1)(b) of the Act read with Rule 12(4) of the Companies (Share Capital and Debentures) Rules, 2014, approval of the Members is being sought, by way of a separate special resolution for extending the Scheme to the Eligible Employees of Subsidiary companies as detailed in Item No. 2 of this Notice.

Issue of the said Equity Shares in the Scheme would be well within the Authorised Share Capital of the Company.

The Board recommends the special resolution at Item Nos. 1 and 2 of the accompanying Notice for approval of the Members.

Copies of the draft Scheme setting out the terms and conditions and the relevant resolutions passed at the Board Meetings referred to in the resolutions would be available for inspection by the Members. Please refer to Note No. 1 given in the Notice on inspection of documents.



None of the Directors, Key Managerial Personnel or their relatives are, in any way, concerned or interested, financially or otherwise, in the resolution set out at Item Nos. 1 and 2 of the Notice, except to the extent of options that may be granted to them under the Scheme, as applicable.

By Order of the Board of Directors

Place: Mumbai

Date: September 25, 2024

Registered Office:

Army & Navy Building, 148 M. G. Road,  
Opposite Kala Ghoda,  
Fort, Mumbai 400001

Website: [www.tatadigital.in](http://www.tatadigital.in)

CIN: U74999MH2019PTC322353



A handwritten signature in blue ink, appearing to read 'Sudhakar Shetty'.

Sudhakar Shetty  
Company Secretary  
ACS:13200



**Tata Digital Private Limited**

**Performance Stock Units Plan 2024**

**1. Name, Objective and Term of the Plan**

- 1.1 This plan shall be called the **“Tata Digital Private Limited – Performance Stock Units Plan 2024” (“Plan” or “TD PSUP 2024”)** which is formulated and approved by the Board transferring benefit to the Employees by granting performance-based performance stock units, commonly referred as PSUs, in the manner as defined in this document and Award Letter.
- 1.2 The objective of the Plan is to:
- a) reward employees upon achieving the key performance parameters of the Company;
  - b) retain and reward talent in the organization and motivate the employees to contribute to the growth and profitability of the Company;
  - c) foster ownership and financial motivation.
- 1.3 This Plan is established with effect from September 25, 2024 in accordance with the resolution approved by the shareholders of the Company and shall continue to be in force until (i) its termination by the Board in due compliance with the provisions of Applicable Laws; or (ii) the date on which all of the Performance Stock Units available for Grant under the TD PSUP 2024 have been granted and exercised, whichever is earlier.

**2. Definitions and Interpretation**

- 2.1 The terms defined in this section shall, for all purposes of this Plan, have the meanings herein specified:
- (a) **“Applicable Laws”** means the legal requirements relating to PSUs under this Plan, including, without limitation, the Companies Act, accounting policies, and all relevant tax, securities, foreign exchange control regulations or corporate laws of India, or of any other relevant jurisdiction, including rules framed thereunder and amendments thereto;
  - (b) **“Award Letter”** means such document as issued to an Eligible Employee, intimating Grant of PSUs entitling to subscribe specified number of Shares based on Vesting schedule and criteria, on payment of Exercise Price and applicable taxes and such other terms and conditions as may be required in accordance with this Plan;
  - (c) **“Board”** means the Board of Directors of the Company;



- (d) **“Cash”** means cash and other acceptable and recognized means of monetary instruments in electronic form such as cheque, online fund transfer through approved banking channels etc.;
- (e) **“CEO & MD ”** means the Chief Executive Officer and Managing Director as designated, of Tata Digital Private Limited;
- (f) **“Company”** means Tata Digital Private Limited, a company incorporated and registered under the Companies Act, 2013 having CIN: U74999MH2019PTC322353 and having its registered office at Army & Navy Building, 148 MG Road, Opposite Kala Ghoda Fort, Mumbai, Maharashtra-400001, India;
- (g) **“Committee”** means Management Committee constituted and designated by the Board for taking various decision under this Plan. Further, the Board may at its discretion in future may decide to delegate, either the Board of the Company or any compensation committee including the Nomination and Remuneration Committee of the Company to be designated by the Board for taking various decision under this Plan.
- (h) **“Companies Act”** means the applicable provisions of Companies Act, 2013 notified from time to time, as amended from time to time and shall include all rules and regulations issued thereunder and/or any statutory replacement or re-enactment or amendments thereof;
- (i) **“Director”** means a member of the Board of the Company;
- (j) **“Eligible Employee”** means an Employee who is eligible to receive Grant of PSUs under this Plan;
- (k) **“Employee”** means
  - (a) an employee as designated by the Company, who is exclusively working in India or outside India as on the date of Grant; or
  - (b) a Director of the Company, (whether a whole time director or not), including the managing director and non-executive director who is not a Promoter or member of the Promoter Group, but excluding an Independent Director; or
  - (c) an employee as defined in clauses (a) or (b) of a subsidiary company of the Company, in India or outside India as on the date of Grant,

but doesn't include:

- (a) an employee who is a Promoter or a person belonging to the Promoter Group;
- (b) a Director who either by himself /herself or through his/her relatives or through any body corporate, directly or indirectly, holds more than 10% of the issued and subscribed Shares of the Company.



**Further provided that** an employee shall continue to be an Employee during the period of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company and Group Companies, Subsidiary or any successor thereof, as the CEO & MD of the Company may decide;

- (l) **“Exercise”** means expression of an intention by an Employee to the Company to subscribe the Shares underlying the PSUs Vested in him/ her, in pursuance of the Plan, in accordance with the procedure laid down by the Company for Exercise of such PSUs;
- (m) **“Equity Share Capital”** means paid-up Equity Share Capital of the Company as on the date of adoption of this plan.
- (n) **“Fair Market Value”** means the fair value of a Share of the Company as derived by an independent valuer (authorized to undertake such valuation exercise as per Applicable Laws).
- (o) **“Grant”** means the issuing or assigning the PSUs to Eligible Employees under the Plan;
- (p) **“Grant Date”** means such date on which offer of Grant of PSUs is accepted by the Eligible Employee to whom such offer is made, within the stipulated time;
- (q) **“Grantee”** means such Eligible Employee to whom Grant of PSUs is made in accordance with the terms of this Plan;
- (r) **“Holding Company”** includes any present or future holding company of the Company, as defined under Section 2(46) of the Companies Act;
- (s) **“HR Head”** means the Chief Human Resource Officer as designated, of the Company;
- (t) **“Listing”** means listing of Shares of the Company on a recognized Stock Exchange in India or outside India as per the Applicable Laws;
- (u) **“Malus”** or **“Clawback”** means a situation or circumstance, whether due to an action or inaction of the Grantee bringing disrepute, financial loss or any other adverse change, under which the Company has the right to reject the Grant of PSUs or recover any monies already paid to such Grantee under this Plan and take such action as per the Company policies;
- (v) **“Performance Stock Units”** or **“PSUs”** means a unit granted to an Employee, which gives such Employee the right, but not an obligation, to purchase or subscribe at a future date Shares underlying such unit at Exercise Price as per sub-clause 7.1 of this Plan;





- (w) **“Performance Stock Units Plan, 2024”** or **“TD PSUP 2024”** or **“Plan”** means this plan document under which PSUs shall be granted to Eligible Employees in accordance with the terms and conditions mentioned in this document and the Award Letter;
- (x) **“Permanent and Total Disability”** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which he/ she was capable of performing immediately before such disablement, as determined by the Company based on a certificate of a medical expert;
- (y) **“Promoter”** means the same meaning assigned to it under section 2(69) of the Companies Act, 2013 or the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 as applicable;
- (z) **“Promoter Group”** means the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.

Provided that where the Promoter or promoter group of the Company is a body corporate, the promoters of that body corporate shall also be deemed to be Promoters of the Company,

- (aa) **“Retirement”** means retirement as per the rules of the Company;
- (bb) **“Shares”** means equity shares of the Company having face value of Rs. 10 each and arising out of the Exercise of Performance Stock Units granted under this Plan;
- (cc) **“Shareholder”** means a person who is registered as a shareholder in the Register of Members of the Company;
- (dd) **“Subsidiary”** includes any present or future subsidiary company of the Company, as defined under Section 2(87) of the Companies Act;
- (ee) **“Unvested PSU”** means a PSU in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Grantee has not become eligible to exercise the PSU;
- (ff) **“Vest”** and/ or **“Vested”** and/ or **“Vesting”** means the process by which the right to receive the PSUs granted is given to the Grantee.

## 2.2 Interpretation

In this Plan, unless the contrary intention appears:

- (i) the clause headings are for ease of reference only and shall not be relevant to interpretation;
- (ii) a reference to a clause number is a reference also to its sub- clauses;
- (iii) words in singular number include the plural and vice versa;
- (iv) words importing a gender include any other gender;



- (v) Word “person” includes an individual, a firm, a body corporate or unincorporated or any authority.
- (vi) If due to any reason any provision/ clause of the Plan is rendered unlawful or unenforceable, then the Plan shall be read as excluding that provision/ clause.

### **3. Authority and Ceiling**

- 3.1 The shareholders of the Company, pursuant to a special resolution dated September 25, 2024 have authorized the Committee to issue to the Employees, such number of PSUs under TD PSUP 2024, in one or more tranches and on such terms and conditions, as may be determined by the Committee in accordance with the provisions of this Plan and in due compliance with Applicable Laws. The PSUs to be granted from time to time and in aggregate shall be subject to availability of Shares reserved vide the aforesaid special resolution. The aggregate number of equity shares upon Exercise of all PSUs under this Plan, shall not exceed 4,79,54,887 (Four Crore Seventy Nine Lakh Fifty Four Thousand Eight Hundred Eighty Seven) equity shares of face value of Rs. 10/- each fully paid up, which is equivalent to dilution of Tata Sons Private Limited holding in the Company up to 0.25% of Equity share capital (including the aggregate number of Equity shares to be issued upon Exercise of all PSUs under this Plan) of the Company. The final distribution shall be as determined by the Committee, as the case may be.
- 3.2 The maximum number of PSUs that may be offered under the Plan per Employee and in aggregate whether in any one or more financial year(s), shall not be more than the number mentioned in sub-clause 3.1 above. Subject to this ceiling, the Committee reserves the right to decide the number of PSUs to be granted and the maximum number of PSUs that can be granted to each Employee.
- 3.3 If a PSU expires or becomes un-exercisable due to any other reason, it shall be brought back to the PSU pool as mentioned in Sub-clause 3.1 and shall become available for future Grants, subject to compliance with all Applicable Laws. The Committee will have powers to re-grant such PSUs.
- 3.4 Where Shares are issued consequent upon Exercise of PSUs, the maximum number of Shares that can be issued under the Plan as referred to in Sub-clause 3.1 above will stand reduced to the extent of such Shares issued.
- 3.5 In case of a Share split where the face value of the Shares is reduced below Rs. 10/-, the maximum number of Shares available for being granted under the Plan shall stand modified accordingly, so as to ensure that the cumulative face value (No. of shares X Face value per Share) prior to such split remains unchanged after the share split. Thus, for instance, if the face value of each Share is reduced to Rs. 5/-, the total number of Shares available under the Plan would be ceiling specified in Sub-clause 3.1 x 2 number of Shares of Rs. 5/-each.



- 3.6 In case of a Share consolidation where the face value of the Shares is increased above Rs.10/-, the maximum number of Shares available for being granted under the Plan shall stand modified accordingly, so as to ensure that the cumulative face value (No. of shares X Face value per Share) prior to such consolidation remains unchanged after the share consolidation. Thus, for instance, if the face value of each Share is increased to Rs. 20/- the total number of Shares available under the Plan would be ceiling specified in clause 3.1 ÷ 2 number of Shares of Rs. 20/- each.

#### **4. Administration**

- 4.1 The Plan shall be administered by the Committee working under the powers delegated by the Board. All questions of interpretation of the TD PSUP 2024 including any dispute, discrepancy or disagreement which may arise under or as a result of or pursuant to or in connection with the Plan, shall also be determined by the Committee and such determination shall be final and binding upon all persons having interest in this Plan.
- 4.2 The Committee may correct any defect, omission or reconcile any inconsistency in the Plan in the manner and to the extent the Committee deems necessary or desirable and to resolve any difficulty in relation to implementation of the Plan subject to the duties and powers as delegated by the Board in this regard. The Committee shall not be liable for any action or determination made in good faith with respect to the Plan or any PSU granted there under.
- 4.3 The administration of the Plan shall include, but not be limited to determination of the following as per provisions of the Plan and Applicable Laws:
- (a) The Eligibility Criteria of Employees as specified in sub clauses 5.1, 5.2, 5.3;
  - (b) The quantum of PSUs to be granted under the Plan to the eligible Employees subject to the ceiling as specified in Sub-clauses 3.1 and 3.2;
  - (c) The procedure for making a fair and reasonable adjustment to the entitlement including adjustment to the number of PSUs and to the Exercise Price in case of Corporate Actions as specified in Applicable Laws such as rights issues, bonus issues, merger, sale of division and others. In this regard, the following shall, inter alia, be taken into consideration:
    - i) The number and Exercise Price of PSUs shall be adjusted in a manner such that total value of the PSUs in the hands of the Grantee remains the same after such Corporate Action; and
    - ii) The Vesting Period and the life of the PSUs shall be left unaltered as far as possible to protect the rights of the Grantees.
  - (d) Decide upon the right of an Employee to exercise all the PSUs vested in him at one time or at various points of time within the Exercise Period;



- (e) Mode of payment of the Exercise Price (cheque, demand draft, deduction from salary, or any other mode);
- (f) The procedure for funding for Exercise of PSUs, as permitted under the Applicable Laws;
- (g) The nomination process in the event of death or incompetence to contract;
- (h) Approve forms, writings and/or agreements, if entered by the Company, for use in pursuance of the Plan;
- (i) Frame suitable policies and procedures to ensure that there is no violation of the securities laws, as amended from time to time, including Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Market) Regulations, 2003 or any statutory modification or re-enactment of these regulations by the Company, any other regulation, if applicable, as may be notified by the Securities and Exchange Board of India or any other authority from time to time, by the Company and any Employee; and
- (j) Determine the procedure for buy-back of PSUs granted under the Plan if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
  - i. permissible sources of financing for buy-back;
  - ii. any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
  - iii. limits upon quantum of PSUs that the Company may buy-back in a financial year.

## **5. Eligibility and Grant of PSUs**

- 5.1 The appraisal process for determining the Eligibility Criteria for the Employees would be specified by the Committee and will be based on the criteria such as the grade of the Employee, number of years serviced, performance record, merit of the Employee, present/future potential contribution by the Employee and /or any such other criteria that may be determined by the Committee from time to time.
- 5.2 The Committee shall have to finalise the names of the Eligible Employees and the number of PSUs to be granted.
- 5.3 The above point is not applicable in case of Grant of PSUs to CEO & MD (himself/herself) where the deciding authority will be the Board.
- 5.4 The Board/ appropriate sub-committee of the Board, at the initiation of this Plan, has decided to cover CEO & MD and Employees at L6 and L7 level in the Company and the criteria and eligibility may be extended to other levels as well in future Grant(s).



- 5.5 The Award Letter issued by the Company may also specify the following:
- (a) The number of PSUs Granted;
  - (b) Date of Grant;
  - (c) Vesting Schedule and Criteria;
  - (d) Terms and conditions of Exercise (in addition to terms as mentioned in this Plan document);
  - (e) Exercise Period and Schedule;
  - (f) Treatment upon termination of employment;
  - (g) Malus & Claw back clauses; and
  - (h) any other terms and conditions.
- 5.6 The PSUs Grantee shall communicate his/ her acceptance of such Grant in a prescribed format ('Acceptance Form') in the manner prescribed, on or before the last/ closing date of accepting the offer stated in the Award Letter.
- 5.7 Any Grantee who fails to deliver the Acceptance Form on or before the last/ closing date of accepting the offer shall, be deemed to have rejected the offer. Any Acceptance Form received after the last/ closing date of accepting the offer shall not be valid.
- 5.8 Subject to the terms contained herein, the acceptance in accordance with this Clause, of an offer made to a Grantee, shall conclude a contract between the Grantee and the Company, pursuant to which each PSU shall, on such acceptance, be a granted but Unvested PSU.
- 5.9 PSUs granted to a Grantee is personal to him and not assignable.

## **6. Vesting of PSUs**

- 6.1 PSUs Granted under TD PSUP 2024 would Vest (subject to Vesting criteria) on completion of 3 (Three) years from the date of Grant of PSUs.
- 6.2 The minimum Vesting Period shall not apply to cases of separation from employment due to death and Permanent Disability and in such instances, the PSUs shall vest on the date of death or Permanent Incapacity.
- 6.3 In case of Tata Group Transfer of the grantee during Vesting Period, the proportion of grant to vest on completion of vesting period will be determined by the committee on a case-to-case basis.
- 6.4 Subject to provisions of Clause 7.2 of the Plan on separation rules, Vesting of PSUs would be subject to continued employment with the Company or Group Company including Subsidiary Company or Associate Company, as the case may be, the Grantee has not served any notice of resignation as on date of any Vesting and absence of disciplinary proceedings pending against him on such date of Vesting. In addition to that, each Vesting may be subject to performance conditions which the Committee may decide which shall be specified in the individual Award Letter.



## 7. Exercise of PSUs

### 7.1 Exercise Price

The Exercise Price per PSU shall be equal to face value per Share of the Company.

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

### 7.2 Exercise Period

#### (a) While in employment/ service

The Exercise Period in respect of Vested PSUs shall be 1 (One) year from the date of Vesting of such PSUs. The Exercise Period can be extended as per the discretion of Board/ appropriate sub-committee of the Board.

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

Vested PSUs can be exercised subject to treatment of Unvested PSUs as per provisions outlined herein below

| S.N. | Separations   | Vested PSUs  | Unvested PSUs   |
|------|---|--|---|
| 1    | <b>Resignation / Termination</b><br>(other than due to Cause) | All the Vested PSUs as on date of submission of resignation/ date of termination shall be exercisable by the Grantee prior to last working day or expiry of Exercise Period, whichever is earlier. | All the Unvested PSUs on the date of submission of resignation / date of termination shall stand cancelled with effect from that date.  |
| 2    | <b>Termination due to Cause*</b>                              | All the Vested PSUs which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination.  | All the Unvested PSUs on the date of such termination shall stand cancelled with effect from the termination date.  |
| 3    | <b>Retirement</b>   | All the Vested PSUs as on date of Retirement can be exercised by the Grantee prior to last working day or expiry of Exercise Period, whichever is earlier.   | Unless otherwise decided by the Committee, the Unvested PSUs granted to the Employee would lapse on the date of Retirement or superannuation. If the Committee decided to allow Vesting of such Unvested PSUs, such Vested PSUs can be exercised as applicable for Vested PSUs. |



| S.N. | Separations   | Vested PSUs   | Unvested PSUs  |
|------|---|---|--|
| 4    | <b>Separation due to death</b>  | All Vested PSUs may be exercised by the deceased Grantee's nominee or legal heir(s) on submission of requisite proof, within 1 (One) year from the date of death or exercise period whichever is earlier.                         | All the Unvested PSUs as on the date of death shall be deemed to vest immediately and may be exercised as per provisions applicable for Vested PSUs in case of death.                                    |
| 5    | <b>Separation due to Permanent and Total Disability</b>                                 | All Vested PSUs as on the date of incurring such disability may be exercised by the Grantee or his nominee within 1 (One) year from the date of incurring Permanent and Total Disability or exercise period whichever is earlier. | All the Unvested PSUs as on the date of incurring such disability shall be deemed to vest immediately and may be exercised as per provisions applicable for Vested PSUs in case of Permanent Disability. |
| 6    | <b>Abandonment</b>  | All the Vested PSUs shall stand cancelled with effect from such date as determined by the Committee   | All the Unvested PSUs shall stand cancelled with effect from such date as determined by the Committee  |
| 7    | <b>Termination/ separation due to any other reason apart from those mentioned above</b> | The Committee shall decide whether the Vested PSUs as on that date can be exercised by the Grantee or not, and such decision shall be final.  | All Unvested PSUs on the date of such termination shall stand <b>cancelled</b> with effect from that date.   |

\* **“Cause”** means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the offer or terms of employment amounting to misconduct or breach of terms of employment as determined by the Company after giving the Employee an opportunity of being heard:

- Gross misconduct (generally this includes any fundamental breach of contract or conduct which brings the Company/the Board or the Chairman into disrepute/disgrace);
- Material breach of safety rules;
- Conviction by any court of law or any other adjudicating authority;
- Theft (whether before or after the date of employment contract);
- Fraud (whether before or after the date of employment contract);
- Being under the influence of alcohol or drugs or similar substances, during the work hours or working periods;
- Violation of material Terms of Employment or flagrant/blatant failure to follow Company's policies, procedures and regulations;



- Willful and continued failure to substantially perform duties with the Company (other than such failure resulting from being disabled), within reasonable period of time after a written demand/notice for substantial performance is delivered to Employee by the Company;
- Willful engaging in conduct which is demonstrably and materially injurious to the Company or any of its subsidiaries/associates, monetarily or otherwise;
- Engaging (whether before or after the date hereof) in egregious/grave misconduct involving serious moral turpitude to the extent that, in the reasonable judgment of the Company, Employee credibility and reputation no longer conform to the standards of the Company's executives/Employees.

### **7.3 Procedure for Exercise of PSU**

- (a) Each PSU entitles the holder thereof to apply for and be allotted Equity Shares of the Company as per Vesting schedule and criteria, on the payment of the Exercise Price at any time during the Exercise Period.
- (b) A PSU shall be deemed to have been exercised when -
  - the Company receives application seeking exercise of PSUs from the Grantee entitled to exercise the PSU; and
  - the Company receives full payment including taxes applicable thereon for the shares underlying the number of PSUs exercised by the Grantee.
- (c) The Grantee 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 PSUs granted, till Shares underlying such PSUs are allotted on Exercise of such PSU.

## **8. Cash Settlement of Vested PSUs**

8.1 The Board or appropriate sub-committee of the Board shall have the right, without any obligation, to prescribe for Cash settlement of any or all unexercised Vested PSUs before the expiry date of Exercise Period.

### **8.2 Cash settlement for Grantees**

- (a) The consideration for Cash settlement shall be not less than the latest 'Fair Market Value of Shares (not being more than six months old) over the 'Exercise Price'; and
- (b) As a part of the procedure for effecting Cash settlement, the Company may require the Grantees to surrender their Vested PSUs within a specified period. All rights of the Grantee in the surrendered Vested PSUs including the rights to exercise such PSUs shall be deemed to be extinguished with effect from date of remittance of cash.





## **9. Lock-In**

The Shares issued upon exercise of PSUs shall be freely transferable and shall not be subject to any lock-in period restriction after such exercise, however, the same shall be subject to such restrictions as may be prescribed under Applicable Laws including the Company Policies including its Articles of Association, to regulate, monitor and report trading by insiders if applicable, under the Securities and Exchange Board of India (Prohibition of Insider Trading Regulations) 2015, as amended from time to time.

## **10. Malus/ Clawback Provision**

- 10.1 This Clause shall be triggered upon happening of the below mentioned event:
- (i) Where post Grant of PSUs, the Grantee was engaged in a conduct that:
    - (a) Resulted in financial loss or reputational damage to the Company;
    - (b) Causes an adverse change in the risk profile of the Company;
    - (c) Any other adverse implication on the Company.

10.2 Such Clawback provision may be enforced by the Company for an event triggering Clawback up to 1 year from the date of expiry of Exercise Period.

10.3 Recovery rights of the Company

The Company has the right to cancel/ recover/ forfeit following monies:

- (i) Canceling the Grant of PSUs;
- (ii) Aggregate value of all PSUs distributions under this Plan;
- (iii) Forfeiture of any sum paid by the Grantee under this Plan.

10.4 The afore-mentioned provisions of this para may undergo change pursuant to extant Guidelines on Compensation of Key Managerial Personnel (KMP) and Senior Management issued by the Reserve Bank of India (RBI) or any other Statutory or Regulatory Authorities, as applicable to the Company.

## **11. Miscellaneous**

11.1 Participation in this Plan shall not be construed as any guarantee of return on equity investment. Any loss due to fluctuations in the price of the Shares and the risks associated with the investments are that of the Employee alone.

11.2 If the Company issues bonus shares or right shares, the Grantee shall not be eligible for the bonus or rights shares in the capacity of an PSUs grantee. However, an adjustment to the number of PSUs or exercise price or both would be made as per Clause 3.



## **12. Authority to vary terms**

The Board may, if it deems necessary, vary the terms of the Plan subject to the Applicable Laws. A written notice of any modification made to the Plan in accordance with this Rule shall be given to all grantees holding PSUs but an accidental omission to give notice to any participant shall not invalidate any such modifications made.

## **13. Deduction of Tax**

- 13.1 The liability of paying taxes if any, in connection with exercise of Employee Stock PSUs granted pursuant to Plan shall be entirely on the Grantee and shall be in accordance with the provisions of Income-tax Act, 1961 and the rules framed thereunder.
- 13.2 The Company shall have the right to deduct from the Employee's salary, any of the Employee's tax obligations arising in connection with the PSU or the Shares acquired upon the Exercise thereof, as per the Income Tax Act, 1961 as amended from time to time. The Company shall have no obligation to deliver Shares until tax deduction obligations, if any, have been satisfied in respect of/by the Grantee.

## **14. Other Terms and Conditions**

- 14.1 All other terms and conditions, including but not limited to authority, administration, eligibility, applicability, Grant, tax liability, confidentiality, accounting policies, arbitration, surrender and forfeiture of PSUs granted and other miscellaneous provisions, not specifically stated hereinabove shall be applicable and governed in accordance with this Plan.

### **14.2 General Terms**

- This Plan, in terms of having binding effect, is a private contract between the Company and the Grantee specified in the Letter of Grant. It does not create any right or benefit for persons other than between the Company and the specific Grantee who has been issued a letter of grant.
- The Company shall file the Plan with such authorities and persons as it may be required under Applicable Laws to file or where it deems fit.
- Employment Agreement: The Plan shall not form part of any Employment Agreement between the Company and the Grantee. The rights and the obligations of any individual under the terms of his office or employment with the Company shall not be affected by his participation in this Plan or any right which he may have to participate in and nothing in this Plan shall be construed as affording such an individual, any additional rights as to compensation or damages in consequence of the termination of such office or employment for any reason.



- **Government Regulations:** The Plan shall be subject to all Applicable Laws, rules, regulations, notifications and to such permissions, sanctions and approvals by any governmental agencies or shareholders, as may be required. In case of any contradiction between the provisions of the Plan and any Applicable Laws, rules, regulations etc., the provisions of law shall override the provisions of this Plan. The grant of PSUs under this Plan shall entitle the Company to require the Grantee to comply with such requirements of law as may be necessary in the opinion of the Company.
- **Accounting methods:** The Company shall comply with the disclosure norms, guidelines, accounting methods and standards as prescribed by the Accounting Standard IND AS 102 on Share-based payments and / or any relevant accounting standards as may be prescribed by the Central Government in terms of Section 133 of the Companies Act and / or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India (“ICAI”) from time to time.
- **Method of valuing Plan PSUs:** The value of PSU shall be carried out by an Independent Valuer

### **14.3 Severability**

In the event any one or more of the provisions contained in the Plan shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of Plan, but this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Plan shall be carried out as nearly as possible according to its original terms and intent.

### **14.4 Confidentiality**

A Grantee must keep the details of the Plan and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peers, colleagues, co-employees or with any employees and / or associate of the Company or that of its affiliates. In case Grantee is found in breach of this clause on confidentiality, the Company shall have undisputed right to terminate any agreement and all unexercised PSUs shall stand cancelled immediately. The decision and judgement of the Company regarding breach of this clause on confidentiality shall be binding and cannot be questioned by the Grantee. In case of non-adherence to the provisions of this clause, Committee shall have the final authority to deal with such cases as it may deem fit.

## **15. Notices and Correspondence**

- 15.1 All notices or communication required to be given by the Company to the Grantee by virtue of this Plan shall be in writing and shall be sent to the address of the Grantee available in the records of the Company and/ or through acceptable electronic means of communication.



- 15.2 Any communication to be given by a Grantee to the Company in respect of this Plan shall be sent to the registered address of the Company and/ or at a place as may be notified by the Company in writing or /and by electronic means of communication to Head –Human Resources.

#### **16. Fractional Shares**

In the event of Exercise of PSUs resulting in fractional Shares, the number of fractional Shares shall be rounded up to the nearest whole number of Shares.

#### **17. Ranking of Shares**

The Shares issued to an Eligible Employee under this Scheme would rank pari-passu with the existing Shares of the Company save and except that such Shares shall carry the right to receive either the full dividend or a pro rata dividend (if any) from the date of allotment/transfer, as may be determined by the Board, declared for the financial year in which the new Shares are allotted/transferred.

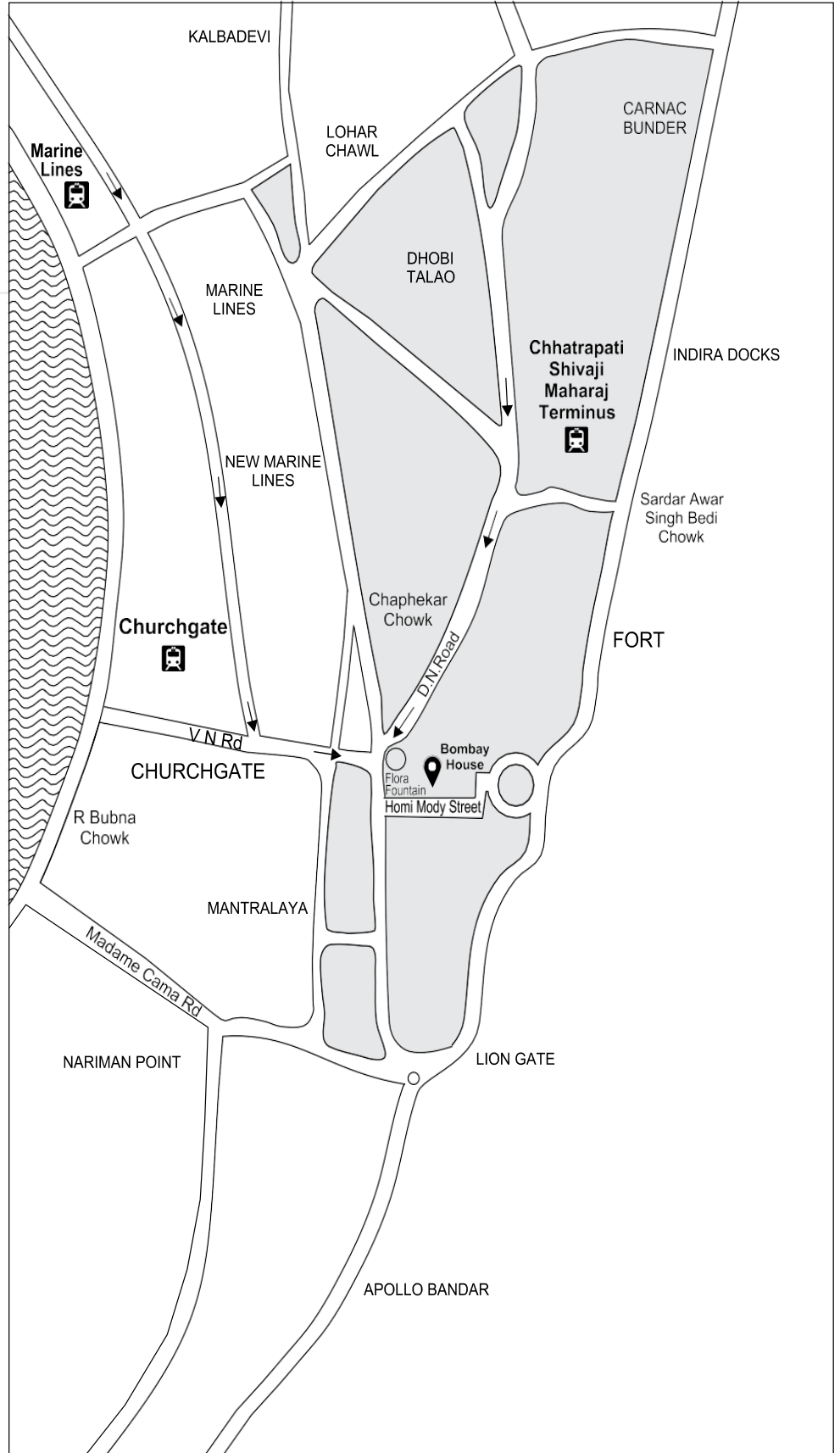
#### **18. Governing Law and Jurisdiction**

- 18.1 The terms and conditions of the Plan shall be governed by and construed in accordance with the laws of India.
- 18.2 All disputes arising out of or in connection with this Plan shall be first tried to be resolved amicably by both the parties through negotiation within 30 days of intimation of such dispute to the other party and in case the dispute is not resolved within such time limit, be referred to the Sole Arbitrator mutually agreed between the parties. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of the arbitration shall be Mumbai, Maharashtra. The language of arbitration shall be English. It is further agreed between the parties that the Courts in Mumbai, Maharashtra, shall have the exclusive jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of any issue arising under this Plan.



### Bombay House Route Map Prominent Landmark: Near Flora Fountain

AGM Venue  
Bombay House  
24, Homi Mody Street  
Mumbai 400 001





# TATA DIGITAL PRIVATE LIMITED

Corporate Identity No. (CIN): U74999MH2019PTC322353  
Registered Office: Army & Navy Building, 148 M. G. Road, Fort, Mumbai 400001  
Phone: 91 22 6885 8282 Website: [www.tatadigital.in](http://www.tatadigital.in)

## ATTENDANCE SLIP (To be presented at the entrance)

I/We hereby record my/our presence at the Extra Ordinary General Meeting of the Company, to be held on Wednesday, September 25, 2024 at 03:00 p.m. (IST) at Bombay House, 4<sup>th</sup> Floor, 24 Homi Mody Street, Committee Room, Fort, Mumbai 400 001

Folio No. \_\_\_\_\_

Name of the Member \_\_\_\_\_ Signature \_\_\_\_\_

Name of the Proxyholder \_\_\_\_\_ Signature \_\_\_\_\_

1. Only Member/Proxyholder can attend the Meeting.



# TATA DIGITAL PRIVATE LIMITED

Corporate Identity No. (CIN): U74999MH2019PTC322353  
Registered Office: Army & Navy Building, 148 M. G. Road, Fort, Mumbai 400001  
Phone: 91 22 6885 8282 Website: [www.tatadigital.in](http://www.tatadigital.in)



## PROXY FORM

[Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014]

Name of the Member(s) : \_\_\_\_\_

Registered address : \_\_\_\_\_

E-mail Id : \_\_\_\_\_ Folio No. \_\_\_\_\_

I/We, being the member(s) of Tata Digital Private Limited, holding \_\_\_\_\_ shares, hereby appoint

1. Name: \_\_\_\_\_ E-mail Id: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

or failing him/her

2. Name: \_\_\_\_\_ E-mail Id: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

or failing him/her

3. Name: \_\_\_\_\_ E-mail Id: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_





as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Extra Ordinary General Meeting to be held on Wednesday, September 25, 2024 at 03:00 p.m. (IST) at Bombay House, 4<sup>th</sup> Floor, 24 Homi Mody Street, Committee Room, Fort, Mumbai 400 001 and at any adjournment thereof in respect of such Resolutions as are indicated below:

1. To approve Tata Digital Private Limited Performance Stock Units Plan 2024 for the eligible employees of the Company.
2. To approve Tata Digital Private Limited Performance Stock Units Plan 2024 for the eligible employees of Subsidiary Companies of the Company

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2024

Signature of Shareholder \_\_\_\_\_ Signature of Proxyholder(s) \_\_\_\_\_

|                           |
|---------------------------|
| Affix<br>Revenue<br>Stamp |
|---------------------------|

Note:

This Form in order to be effective should be duly completed and deposited at the Registered Office of the Company at Army & Navy Building, 148 M. G. Road, Fort, Mumbai 400001.