

document are in the power and possession of the Respondent.

**PRAYER**

In the above facts and circumstances, it is most respectfully sheweth that this Hon'ble Arbitral Tribunal may graciously be pleased to:

- (i) pass an award declaring that the termination of the employment of the Claimant vide letter dated 10.07.2015 is illegal and non est and for the purposes of Key Managerial Personnel Agreement dated 29.05.2014 and Amendment Agreement dated 12.08.2014 the Claimant shall be deemed to continue in employment;
- (ii) pass an award declaring that the Key Managerial Personnel Agreement dated 29.05.2014 and Amendment Agreement dated 12.08.2014 are valid, subsisting and binding between the Claimant and the Respondent;

- (iii) pass an award declaring that any actions, resolutions or deeds by the Respondent after 10.07.2015 for amending, altering or revoking the Key Managerial Personnel Agreement dated 29.05.2014, Amendment Agreement dated 12.08.2014 and Employee Stock Option Plan 2014 i.e. Schedule – 3 of the Key Managerial Personnel Agreement dated 29.05.2014 and Schedule – 1 of the Amendment Agreement dated 12.08.2014 would be in violation of the terms of the said agreements and non-est;
- (iv) pass an award directing the Respondent to vest 2% of the Share Capital of the Respondent as Upfront ESOPs in favour of the Claimant and permit the Claimant to exercise all rights which are available to him post vesting under the terms of Key Managerial Personnel Agreement dated 29.05.2014 read with Amendment Agreement dated 12.08.2014;

(v) pass an award directing the Respondent to vest 2.22% of the Share Capital of the Respondent as Incentive ESOPs in favour of the Claimant and permit the Claimant to exercise all rights which are available to him post vesting under the terms of Key Managerial Personnel Agreement dated 29.05.2014 read with Amendment Agreement dated 12.08.2014;

(vi) pass an award directing the Respondent to vest 0.78% of the Share Capital of the Respondent as Incentive ESOPs in favour of the Claimant due to illegal termination and permit the Claimant to exercise all rights which are available to him post vesting under the terms of Key Managerial Personnel Agreement dated 29.05.2014 read with Amendment Agreement dated 12.08.2014;


(vii) In alternate to prayers (iv) (v) and (vi) herein above - pass an award directing the Respondent to vest such percentage of the

Share Capital of the Respondent as Upfront ESOPs and Incentive ESOPs in favour of the Claimant as this Hon'ble Tribunal deems fit and proper in the facts and circumstances and permit the Claimant to exercise all rights which are available to him post vesting under the terms of Key Managerial Personnel Agreement dated 29.05.2014 read with Amendment Agreement dated 12.08.2014;

(viii) In alternate to prayers (iv), (v) and (vi) herein above - pass an award directing the Respondent to pay an amount equivalent of USD 191,878,155.06 in rupees as on the date of the Award which as on 22.06.2016 as per published exchange rate on the website of Reserve Bank Of India is Rs.12,946,019,122/- at Rs.67.47 per USD; i.e. the Fair Market Value of 5% of the Share Capital of the Respondent and pass an award of interest @ 18% p.a. from date of filing till realization;

(ix) pass an award declaring that the Amendment Agreement was executed on a false pretext and is vitiated by misrepresentation thereby the amendments in the Amendment Agreement with respect to change of references to Appointment Date with Effective Date in the Key Managerial Personnel Agreement dated 29.05.2014 are void ab initio; and

(x) pass such other and further award as this Hon'ble Arbitral Tribunal deems fit and proper in the facts and circumstances of the present case.

  
CLAIMANT

THROUGH

BHASIN & CO., ADVOCATES  
ADVOCATES FOR THE CLAIMANT  
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DATED: 02.07.2016 NEW DELHI – 110 001