



**APOLLO TYRES LIMITED
EMPLOYEES STOCK OPTION
SCHEME – 2025**



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1. Introduction:

- 1.1 This Scheme shall be called as the “Apollo Tyres Ltd Employees Stock Option Scheme – 2025” (*hereinafter referred as “Scheme”*).
- 1.2 The Scheme was approved by the Board of Directors and the Shareholders of the Company on **February 06, 2025** 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 (i) terminated by the Board of Directors; or (ii) till the date on which all of the Options available for issuance under the Scheme have been issued and exercised, whichever is earlier.
- 2.2 Any such termination of the Scheme shall not affect Options already Granted and the powers of the Committee/ Trust in relation to such Options, and the same 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 reward and incentivize the Employees for their association and performance;
 - 3.1.2 To motivate the Employees to contribute to the growth and profitability of the Company;
 - 3.1.3 To retain the Employees and reduce the attrition rate of the Company;
 - 3.1.4 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;
 - 3.1.5 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.

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 Company or its authorized representative in writing any reason of absence.

- 4.1.2** “**Applicable Laws**” means every law relating to Employee Stock Option Schemes in force, including, without limitation to, Companies Act, 2013, SEBI (SBEB & SE) Regulations, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time, and all relevant revenue, tax, securities or exchange control regulations or corporate laws of India to the extent applicable and the Applicable Law includes any provision of the applicable rule(s), regulation(s), notification(s), circular(s) or any other similar form of directives issued by the competent authority under the relevant Applicable Law .
- 4.1.3** “**Associate Company**” shall have the same meaning as defined in section 2(6) of the Companies Act, 2013, as amended from time to time.
- 4.1.4** “**Board of Directors**” means the board of directors of the Company.
- 4.1.5** “**Body Corporate**” shall have the same meaning as defined in section 2(11) of the Companies Act, 2013, as amended from time to time.
- 4.1.6** “**Cash Mechanism**” means a route under which the Grantee will receive the Shares equivalent to the number of the Options exercised after the Grantee has made the payment of the Exercise Price, applicable tax and other charges, if any, in accordance with the terms and conditions of the Scheme and as mentioned in Grant Letter.
- 4.1.7** “**Cashless Mechanism**” means application made by the Grantee to the Trust for exercise of the vested stock options, directing the Trust to sell the requisite number of shares of the respective Grantee for adjusting the Exercise Price and applicable income tax amount (if any) including an expenses thereon and transfer the balance Remaining Shares in accordance with the terms and conditions of the Scheme.
- 4.1.8** “**Cessation date**” for the purposes of Clause 14 of the Scheme, shall mean the last working day with the Company and its Subsidiary Companies.
- 4.1.9** “**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.
- 4.1.10** “**Company**” means Apollo Tyres Limited, a company incorporated and registered under Company Act, 1956, having its registered office at Apollo Tyres Limited 3rd Floor, Areekal Mansion, Panampilly Nagar, Ernakulam, Kochi, Kerala, India, 682036.
- 4.1.11** “**Corporate Action**” shall have the same meaning as ascribed under the SEBI

(SBEB & SE) Regulations, and includes the following:

- (a) A change in the capital structure of the Company as a result of bonus issue, right issue, stock split/sub-division of Shares or consolidation of Shares.
- (b) Merger, de-merger, reconstitution, spin-off, consolidation, amalgamation, reclassification of capital.

4.1.12 “Directors” shall have the same meaning as defined under section 2(34) of the Companies Act, 2013.

4.1.13 “Employee” means

- (a) an Employee 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-articles (a) or (b), of Subsidiary of the Company, in India or outside.

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.

4.1.14 “Eligibility Criteria” means the criteria, as may be determined from time to time by the Committee, for Grant of Options.

4.1.15 “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 Company/Trust for transfer of Shares, against Vested Options.

4.1.16 “Exercise Period” means the time period after Vesting within which a Grantee can Exercise his right to apply for Shares against his Vested Options in accordance with procedure set out in the Scheme.

4.1.17 “Exercise Price” means the price payable by the Grantee for exercising the Options

vested in him in pursuance of the Scheme.

4.1.18 “**Grant**” means the issue of Options to the Grantee under the Scheme.

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

Explanation: For accounting purpose, the Grant Date will be determined in accordance with applicable accounting standards.

4.1.20 “**Grant Letter**” means the written or electronic agreement between the Company and a Grantee setting forth the terms and conditions applicable to a Grant to the Grantee under the Scheme.

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

4.1.22 “**Independent Director**” shall have the same meaning assigned to it under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

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 the 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 statutory leaves as per the Applicable Laws/Company Policies including the sabbatical or maternity leave. 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 “**Misconduct**” means breach of Code of Conduct of the Company.

4.1.25 “**Market**” or “**Stock Market**” means the platform where buyers and sellers meet to buy and sell Equity Shares of public listed companies, through Recognised Stock Exchange, under a defined set of Regulations.

4.1.26 “**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 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.

4.1.27 “**Nominee**” or “**Beneficiary**” means the person or persons, designated by the

Grantee or in the absence of any designation by the grantee, a person or persons who is/ are entitled by the will or probate of the Grantee to receive the benefits specified in this Scheme, the legal heirs of the Grantee, if the Grantee dies intestate and includes the Grantee's executors or administrator, if no other Beneficiary is designated and able to act under the circumstances and such other persons as may be added from time to time to the class of beneficiaries by notice in writing and by the nomination form in the Exercise of any powers conferred under the Scheme or any other agreements forming part thereof.

- 4.1.28 “Options / Employee Stock Options”** means a right but not an obligation granted to a Grantee to purchase or subscribe at a future date, the Shares offered by the Company, directly or indirectly, at a pre- determined price, in accordance with this Scheme.
- 4.1.29 “Permanent Incapacity”** means any incapacity 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 incapacitation, as determined by the Committee based on a certificate of a medical expert identified by the Company.
- 4.1.30 “Promoter”** shall have the same meaning as defined to it under SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
- 4.1.31 “Promoter Group”** shall have the same meaning as defined to it under SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
- 4.1.32 “Recognised Stock Exchange”** means a stock exchange which has been Granted recognition under section 4 of the Securities Contracts (Regulation) Act, 1956.
- 4.1.33 “Relative”** shall have the same meaning as defined in section 2(77) of the Companies Act, 2013, as amended from time to time.
- 4.1.34 “Relevant Date”** means the date of the meeting of the Committee on which the Grant is made.
- 4.1.35 “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.
- 4.1.36 “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.

- 4.1.37** “**Secondary Acquisition**” means acquisition of existing shares of the Company by the Trust on the platform of a Recognised Stock Exchange for cash consideration.
- 4.1.38** “**Scheme**” shall mean Apollo Tyres Ltd Employees Stock Option Scheme – 2025 and shall include any alteration(s), amendment(s), addition(s), deletion(s), modification(s), or variation(s) thereof from time to time.
- 4.1.39** “**Shares**” means Equity Shares of the Company.
- 4.1.40** “**Subsidiary**” shall have the same meaning as defined in section 2(87) of the Companies Act, 2013, as amended from time to time.
- 4.1.41** “**Trust**” mean Apollo Tyres Welfare Trust established by the Company under the provisions of Indian Trust Act, 1882, including any statutory modification or re-enactment thereof, for implementing the Scheme.
- 4.1.42** “**Unvested Option**” means an Option, which is not vested.
- 4.1.43** “**Vested Option**” means an Option, which has vested in pursuance to the Scheme and has thereby become exercisable.
- 4.1.44** “**Vesting**” means the process by which the Grantee becomes entitled to receive the benefit of a Grant made to him under the Scheme.
- 4.1.45** “**Vesting Date**” means the date on and from which the Option vests with the Grantees and there by becomes exercisable.
- 4.1.46** “**Vesting Period**” means the period during which the vesting takes place.
- 4.1.47** “**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)*** Any clause/article referring to the Employees of the Company shall include the Employees of a Subsidiary Company(ies), in India or outside India, of the Company.
- b)*** The singular includes the plural and vice versa;
- c)*** The word “person” includes an individual, a firm, a Body Corporate or unincorporated body or authority;
- d)*** Any word or expression importing the masculine, feminine or neutral genders only, shall

- be taken to include all three genders;*
- e) Any word which is not defined under the Scheme and is not otherwise elaborated or addressed in the Grant Letter or in the Company's policies 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;*
 - f) Articles, headings are for information only and shall not affect the construction of this document;*
 - g) A reference to an article is respectively a reference to an Article of this document; and*
 - h) 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 Trust Route wherein the Trust shall acquire the existing Shares by way of Secondary Acquisition from the Market.

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 Shares so acquired by the Trust will be transferred to the Grantees as and when the Options are exercised.
- 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 shall delegate some or all of its administrative powers to the Trust or any other sub-committee or Person(s), as per the Applicable Laws, 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 adopt rules and regulations for implementing the Scheme from time to time;
 - 5.6.2** To delegate its duties and administrative powers in whole or in part as it may decide from time to time to any person(s) or sub-committee or Trust;
 - 5.6.3** To decide upon re-granting of the Options which were lapsed, forfeited or surrendered under any provisions of the Scheme;

- 5.6.4** To decide upon the quantity of the Shares to be purchased by the Trust from Secondary Acquisition.
- 5.6.5** To identify and determine the Employees eligible to participate in the Scheme;
- 5.6.6** To finalize the Eligibility Criteria for Grant of Options;
- 5.6.7** To determine the quantum of Options to be granted to each Grantee and in aggregate subject to the pool of Options of the Scheme;
- 5.6.8** To decide upon granting of Options to new Joinees;
- 5.6.9** To extend the period of acceptance of Grant;
- 5.6.10** To decide the Vesting Period subject to minimum and maximum period of Vesting as stated in Scheme;
- 5.6.11** To determine the Vesting schedule for each Grantee;
- 5.6.12** To determine the conditions under which Options may vest in employees and may lapse in case of termination of employment for misconduct;
- 5.6.13** To determine the procedure and terms for the Grant, Vesting and Exercise of Options in case of employees who are on long leave;
- 5.6.14** To calculate and decide the Exercise Price;
- 5.6.15** To decide upon the mode and manner of Exercise;
- 5.6.16** To decide the procedure for Cash and/or Cashless Mechanism of Exercise of Stock Option through Trust in accordance with the applicable law;
- 5.6.17** To determine the right of an employee to exercise all the Options vested in him at one time or at various points of time within the exercise period;
- 5.6.18** To determine the exercise period within which the Grantee can exercise the Options and such Options would lapse on failure to exercise the same within such exercise period;
- 5.6.19** To determine the specified time period within which the Grantee shall exercise the vested Options in the event of termination or resignation;
- 5.6.20** To decide upon granting of loan to the Trust to purchase the Shares of the Company;
- 5.6.21** To decide upon appropriation of unappropriated inventories, which are not backed by Grant up to second subsequent financial year;
- 5.6.22** To decide upon treatment of Vested and Unvested Options in cases of cessation of employment as specified in the Scheme;
- 5.6.23** To determine the procedure for making a fair and reasonable adjustment to the entitlement including adjustment to the number of Options and to the exercise price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others.

In this regard, the following, shall inter alia, be taken into consideration by the Committee:

- i. the number and price of Options shall be adjusted in a manner such that total value to the employee of the Options remains the same after the corporate action;
- ii. the vesting period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Employee(s) who is granted such Options.

- 5.6.24** To cancel all or any granted Options in accordance with the Scheme;
- 5.6.25** To decide upon treatment of Vested and Unvested Options in cases of dispute between the Grantee and Company;
- 5.6.26** To finalize letters and other documents, if any, required to be issued under the Scheme;
- 5.6.27** To establish, amend, suspend or waive such rules and regulations as it shall deem appropriate for the proper administration of the Scheme;
- 5.6.28** To appoint such agents as it shall deem necessary for the proper administration of the Scheme;
- 5.6.29** 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;
- 5.6.30** To determine the procedure for funding the Exercise of Options;
- 5.6.31** To determine the procedure for buy-back of Options granted under the Scheme, if decided to be undertaken at any time by the Company, and the applicable terms and conditions, in accordance with the Applicable Laws; and
- 5.6.32** To determine or impose other conditions to the Grant of Options under the Scheme, as it may deem appropriate.

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 Options to himself.

6. Pool of the Scheme:

6.1 The maximum number of Options that may be Granted pursuant to this Scheme shall not exceed 1,27,00,000 (One Crore Twenty Seven Lakhs) Options which shall be convertible into equal number of Shares i.e. 1,27,00,000 (One Crore Twenty Seven Lakhs) Equity Shares of the Company.

6.2 If any Option Granted under the Scheme lapses or is forfeited or surrendered under any provision of the Scheme, such Option shall be available for further Grant under the Scheme at the discretion of the Committee.

6.3 Further, the maximum number of Options that can be Granted and the Shares arise upon Exercise of these Options shall stand adjusted in case of Corporate Action.

6.4 The Company reserves the right to increase such number of Options and Shares as it deems fit, in accordance with the Applicable Laws.

7. Eligibility Criteria:

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 Options under the Scheme, the number of Options to be Granted and the terms and conditions thereof.

- **Longevity of Service:** It will be determined on the basis of tenure of employment (minimum 4 years of service) and minimum 4 years of service left in the Company/ Subsidiary (ies). The Committee may waive such condition for specific case(s).
- **Performance of Employee** during the financial year in the Company / Subsidiary Company(ies)-
- **Performance of Company.**
- Any other criteria as decided by the Committee.

7.2 The Employees satisfying the Eligibility Criteria shall be termed as "Eligible Employee".

7.3 New Joinees can also participate in the Scheme and be granted Options based upon the discretion of the Committee.

7.4 Nothing in the Scheme or in any Option granted pursuant to the Scheme shall confer on any Employee, any right to continue in the employment of the Company/Subsidiary Company(ies) or interfere in any way with the right of the Company/Subsidiary Company(ies) to terminate the Employee's employment at any time.

8. Apollo Tyres Welfare Trust:

8.1 Apollo Tyres Welfare Trust is an existing Trust established by the Company, which shall hold the Shares of the Company for the purpose of extending benefits of the Scheme to the Employees.

8.2 For the purpose of this Scheme, the Trust shall acquire the Shares of the Company by way of Secondary Acquisition from the market. The said acquisition shall be in compliance with SEBI (SBEB & SE) Regulations and SEBI (Prohibition of Insider Trading) Regulations, 2015.

8.3 The Trust shall utilize such Shares for the purpose of transferring them to the Grantees upon Exercise of the Options under the Scheme.

8.4 Company may implement several Employee Benefit Schemes through the Trust.

8.5 The Trust will keep and maintain proper books of account, records and documents, for the Scheme so as to explain its transactions and to disclose at any point of time the financial position of the Scheme and in particular give a true and fair view of the state of affairs of

Scheme.

- 8.6** Any person can be appointed as a trustee of the Trust, except in cases where such person:
- i. is a Director, Key Managerial Personnel or Promoter of the Company or its Group Company including its Holding, Subsidiary(ies) or Associate Company(ies) or any Relative of such Director, Key Managerial Personnel or Promoter; or
 - ii. is a beneficiary who holds ten percent or more of the paid-up share capital or the voting rights of the Company.
- 8.7** The Trustees of the Trust shall not vote in respect of the Shares held by such Trust so as to avoid any misuse arising out of exercising such voting rights.
- 8.8** The Trustee shall ensure that appropriate approval from the Shareholders has been obtained by the Company in order to enable the Trust to implement the Scheme(s) and undertake Secondary Acquisition for the purposes of the Scheme(s).
- 8.9** The Trust shall not deal in derivatives and shall undertake only delivery-based transactions for the purposes of Secondary Acquisition as permitted by SEBI (SBEB & SE) Regulations.
- 8.10** For the purposes of disclosures to the Recognized Stock Exchange, the shareholding of the Trust shall be shown as ‘non-promoter and non-public’ shareholding.
- 8.11** The Trust shall transfer the Shares to Grantees for the purpose of this Scheme. The trustee(s) of the Trust shall administer the transfer of Shares to the Grantee as per the directions of the Committee and as stipulated in the Scheme.
- 8.12** For the purpose of acquisition of Shares by the said Trust, the Trust may be funded by the Company, either through an interest free loan or any other form of financial assistance permissible under Applicable Laws. Further, the Trust may take loan from banks or any other person/source under Applicable Laws.
- 8.13** The total amount of provision of money for purchase of fully paid- up Equity shares in the Company by the Employee Welfare Trust shall not exceed the maximum limit prescribed under Applicable Laws, from time to time, presently not exceeding 5% of the aggregate of paid capital and free reserves of the Company as provided in Companies Act, 2013 subject to maximum of 2% of paid-up Equity Share Capital (at the end of Previous FY) per financial year. The loan shall be repayable by the Trust subject to availability of the funds received pursuant to exercise of stock options under the Scheme and in accordance with the relevant provisions of the applicable laws & regulations. The utilization of such loan shall be for the objects of the Trust as mentioned in the trust deed including the implementation of the Scheme wherein it will purchase the Shares of the Company through secondary acquisition from the Market. The Trust shall repay the loan to the Company by utilising the proceeds realised from Exercise of Options by the Grantees and the accruals of the Trust during the tenure of the

Scheme or at termination of the Scheme.

Provided that the above limit of 5% shall be taken on consolidated basis for all Employee Benefit Scheme(s) as may be undertaken by the Company from time to time.

- 8.14** The Trust shall not become a mechanism for trading in Shares and hence shall not sell the Shares in the secondary market except as provided in Regulation 3(15) of SEBI (SBEB & SE) Regulations.
- 8.15** The Trust shall acquire the Shares subject to the limits as prescribed under SEBI (SBEB & SE) Regulations, from time to time.
- 8.16** The un-appropriated inventory of Shares which are not backed by Grants, acquired through Secondary Acquisition by the Trust, shall be appropriated latest by the end of the subsequent financial year or the second subsequent financial year subject to approval of the Committee for such extension to the second subsequent financial year or any other time period as specified by SEBI (SBEB & SE) Regulations. Further, the trust shall not become a mechanism for trading in shares and hence shall not sell the shares in secondary market except for repaying the loan, if the unappropriated inventory of shares held by the trust is not appropriated within the timeline as provided under SEBI (SBEB & SE) Regulations.
- 8.17** The Trust shall be required to hold the Shares acquired through Secondary Acquisition for a minimum period of six months, except under the circumstances as defined in SEBI (SBEB & SE) Regulations, before the same can be transferred to the Grantees upon Exercise of Options under the Scheme.
- 8.18** The Trust shall be required to make disclosures and comply with the other requirements applicable under the SEBI (Prohibition of Insider Trading Regulations), 2015, as amended from time to time.

9. Grant of Options:

- 9.1** The Committee shall Grant Options 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 and other parameters as set out by the Committee, if any.
- 9.2** Subject to availability of Options in the pool under the Scheme, the maximum number of Options that can be granted to any eligible Employee during any one year shall not be equal to or exceed 1% of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant. The Committee may decide to Grant such number of Options equal to or exceeding 1% of the issued capital (excluding outstanding warrants and conversions) to any eligible Employee as the case may be, subject to the separate approval of the Shareholders in a general meeting.
- 9.3** The Grant of Options shall be communicated to the eligible Employees in writing through

Grant Letter specifying the Vesting Date, number of Options Granted, Exercise Price, vesting schedule, and the other terms and conditions thereof.

- 9.4 The Options which get lapsed due to the performance criteria in any of the vesting, shall lapse irrevocably and the rights there under shall be extinguished.
- 9.5 No amount shall be payable by an Employee at the time of Grant of Options.
- 9.6 Upon Grant, an eligible Employee shall become Grantee under the Scheme.
- 9.7 Subject to the Corporate Action(s) taken by the Company, if any, the Grant of 1 (One) Option to an Employee under this Scheme shall entitle the holder of the Option to apply for 1 (One) Share in the Company upon payment of Exercise Price, applicable taxes and other charges, if any.
- 9.8 The Options Granted to the eligible Employees shall not be transferable to any other person.
- 9.9 The Options Granted to the eligible Employees shall not be pledged, hypothecated, mortgaged or otherwise encumbered or alienated in any other manner.

10. Method of Acceptance:

- 10.1 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 authorised representatives within such period as decided by the Committee which shall not be more than 30 (Thirty) days from the date of receipt of the Grant Letter.
- 10.2 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.
- 10.3 The Grantee is not required to pay any amount at the time of acceptance of the Grant.
- 10.4 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 Option shall, on such acceptance, be an Unvested Option.

11. Vesting of Options:

- 11.1 Vesting Period shall commence from the Grant Date subject to minimum of 1 (One) year from the Grant Date and a maximum of 4 (Four) years from the Grant Date, at the discretion of and in the manner prescribed by the Committee and set out in the Grant Letter.

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 Options shall vest in terms of SEBI (SBEB & SE) Regulations, on the date of the death or Permanent Incapacity.

- 11.2** 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 11.1 above. Further the Vesting of Options can vary from Grantee to Grantee as per the discretion of the Committee whose decision shall be final and binding. The suggestive vesting schedule is as follow:

Time Period	% Of Options to be vested
At the end of 1 st year from the grant date	25% of the Options Granted
At the end of 2 nd year from the grant date	25% of the Options Granted
At the end of 3 rd year from the grant date	25% of the Options Granted
At the end of 4 th year from the grant date	25% of the Options Granted

- 11.3** The Vesting would be subject to the continued employment of the Grantee and may further be linked with the certain performance and other criteria's, as determined by the Committee and mentioned in the Grant Letter.

- 11.4** The Options not vested due to non – fulfilment of performance conditions, if any, shall lapse unless the Committee, at its discretion, decides to:

- rollover such Unvested Options to next year vesting in the hands of the Grantee, or
- Vesting such Option, even in the case of non – fulfilment of performance criteria, if any, on such terms and conditions as may be determined by the Committee.

Any Unvested Options that ultimately lapse shall be added back to the pool at the discretion of the Committee

- 11.5** The Committee shall have the power to vesting conditions or 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.
- 11.6** Further, any fraction entitlement to which the Grantee would become entitled to upon Vesting of Options (other than the last tranche of vesting), then the Options to be actually vested be rounded off to the nearest lower integer. Accordingly, in the last vesting, the number of the Options to be vested shall include the Options which were not earlier vested due to fraction adjustment.
- 11.7** In the event there is any ongoing investigation or proceeding against the Grantee in connection with or relating to a Misconduct, then no Options Granted to such Grantee shall either Vest or be eligible to be Exercised until such investigation or proceeding has concluded and a final determination in such matter has been made, unless otherwise determined by the Committee in its sole discretion.

11.8 The Vesting of Options shall be communicated to the eligible Grantees in writing through vesting letter.

11.9 The Grantee is not required to pay any amount at the time of Vesting of Options.

12. Exercise of Options:

12.1 After Vesting, Options can be Exercised either wholly or partly, within a maximum period of 3 (Three) years from the date of respective Vesting. Grantee can follow any of the below mentioned alternatives for exercising the Vested Options:

- a) Alternative I** - Through Cash Mechanism after submitting the Exercise application to the Trust/Committee along with payment of the Exercise Price, applicable taxes and other charges, if any.
- b) Alternative II** - Through Cashless Mechanism (*in compliance with Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015*), after submitting the Exercise application to the Trust, as referred in clause 4.1.7 of the Scheme.

Failure to comply within this time period, shall result in lapsing of Vested Options in the hands of Grantee and shall be added back to the pool. The said lapsed options shall then be treated as per clause 6.1 of the Scheme. The amount paid by the Employee, if any, for the Exercise of Options may be refunded, if the Options are not Exercised by the Employee within the Exercise Period.

12.2 The mode and manner of the Exercise shall be communicated to the Grantees individually.

12.3 Upon valid Exercise, the Trust will transfer Shares to the Grantees.

12.4 Upon such transfer, the Grantee shall become a member of the Company.

12.5 The Grantee may avail the financing facility if provided by the Company either through its own or from any third party, from time to time. In such case, transfer of Shares shall be made only after the receipt of Exercise form, Exercise Price, applicable Income Tax and other charges, if any.

12.6 Notwithstanding anything contained elsewhere in the Scheme, the Trust (in consultation with the Company) may not transfer Shares in the event of the Grantee being found to be involved in fraud, misfeasance, moral turpitude, misconduct, gross negligence, breach of trust and in such an event(s) the rights under the Options (whether vested or not) shall lapse, forthwith, without any claim on, or recourse to the Company.

12.7 If the Vesting or Exercise of Options is prevented by any law or regulation in force and/or the Trust is forbidden to transfer the Shares pursuant to Exercise of Options under such law or regulation, then in such an event the Company or the Trust shall not be liable to compensate

the Grantee in any manner whatsoever.

12.8 The Committee shall have the power to cancel all or any of the Options 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.

13. Exercise Price:

13.1 Under this Scheme, the Exercise Price of the Shares will be decided by the Committee and will be decided on the basis of the Market Price.

13.2 The Committee has a power to provide suitable discount, as deems fit, subject to a limit of 10% on Market Price. However, in any case the Exercise Price shall not go below the face value of Share of the Company.

13.3 Further, the Committee has the power to re-price the Grants in future if the Grant made under the Scheme is rendered unattractive due to the fall in the price of Shares, after complying the conditions as mentioned in the SEBI (SBEB & SE) Regulations, subject to approval of the Shareholders of the Company.

13.4 In case of Cash based Exercise, the aggregate Exercise Price payable at the time of Exercise shall be paid by the Grantee, as per his/her own discretion, by cheque, demand draft, NEFT or deduction from salary (if salary of the month of Exercise is not paid and is sufficient for payment of Exercise Price) in the name of the Trust.

13.5 In case of Cash based Exercise, the tax amount arising at the time of Exercise shall be paid by the Grantee, as per his/her own discretion, by cheque, demand draft, NEFT or deduction from salary (if salary of the month of Exercise is not paid and is sufficient for payment of Exercise Price) in the name of the Company or Subsidiary Company(ies), as the case may be.

14. Cessation of Employment:

14.1 In the event of cessation of employment due to death

- a) All granted Options (vested and unvested) as on date of death would vest in the legal heirs / nominee of the Grantee on that day (date of death). The Options would be exercisable by the legal heirs / nominee within a period of 12 (Twelve) months from the date of death of Grantee or before the expiry of overall Exercise period, whichever is earlier, failing which all the Unexercised Options shall lapse irrevocably and the rights there under shall be extinguished.
- b) All other terms and conditions of the Scheme shall apply to such Options. Provided that, in order to Exercise the Options of the deceased Grantee, the legal heirs / nominee have to submit the following documents to the Company, to the satisfaction of the Committee

and the Committee may at 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)
- Demat Account details
- Copy of PAN card of the applicant (self – attested).
- Copy of address proof (self – attested)
- Any other data / details / document as the Committee may deem fit.

B. In case nominee is appointed

- Photocopy 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)
- Demat Account details
- Copy of PAN card of the applicant (self – attested).
- Copy of address proof (self – attested)
- Any other data / details / document as the Committee may deem fit.

14.2 In the event of cessation of employment due to Permanent Incapacity:

All granted Options (Vested and Unvested) to Grantee as on date of Permanent Incapacity would vest in Grantee on that day (date of Permanent Incapacity). The Options would be exercisable within a period of 12 (Twelve) months from the date of Permanent Incapacity by the in Grantee or before the expiry of overall Exercise period, whichever is earlier, failing which all the unexercised Options shall lapse irrevocably and the rights there under shall be extinguished.

14.3 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 Options, on the date of cessation, shall expire and stand terminated on the date of tendering of resignation or receipt of termination letter.
- b) All Vested Options shall be exercisable by the Grantee before the Cessation Date or before expiry of Exercise Period, whichever is earlier. The Vested Options not so Exercised shall lapse irrevocably and the rights there under shall be extinguished.

14.4 In the event of cessation of employment due to retirement/superannuation

- a) All Unvested Options, on the Cessation Date, shall continue to vest in accordance with respective vesting schedule.

However, the Committee may decide for the accelerated vesting of unvested options before the Cessation Date of superannuation/retirement.

- b) All Vested Options shall be exercisable by the Grantee within exercise period as mentioned in Clause 12.1. The Vested Options not so exercised shall lapse irrevocably and the rights there under shall be extinguished.

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

All Options Granted whether vested or not shall stand terminated with immediate effect from that date.

- 14.6** In the event of **Abandonment of service by the Grantee**, all Options (Vested Options or Unvested Options) 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.

- 14.7** In the event of a Grantee going on **Long Leave**, the treatment of Options Granted to him/her, whether vested or not, shall be determined by the Committee, whose decision shall be final & binding.

- 14.8** In the event where a Dispute arises between Grantee and the Company, vesting and/or Exercise of Options will be put on hold till the date of settlement, to the satisfaction of the Committee & Grantee.

- 14.9** In the event that a Grantee is transferred or deputed to a Subsidiary Company or Associate Company prior to Vesting or Exercise of Options, the Vesting and Exercise of Options, as per the terms of Grant, shall continue even after such transfer or deputation.

- 14.10** 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 Options 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.

- 14.11** The Committee may modify the terms for cessation of employment as mentioned in foregoing paras 14.1 to 14.10.

15. Lock in requirements:

The Shares transferred to the Grantees pursuant to Exercise of Options will not be subject to any lock-in period and can be freely sold by the Grantee.

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 Options and becomes the registered shareholder 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 Options in whole or in part.
- 16.3** Any statutory taxes or other charges applicable on such Vesting or Exercise of such Options would be the sole liability and responsibility of the Grantee, and the Grantee will not have any recourse to the Company in this regard.
- 16.4** The maximum quantum of benefits that will be provided to every eligible Employee under the Scheme will be the difference between the market value of Company's Share on the Recognized Stock Exchanges as on the Date of Exercise of Options and the Exercise Price paid by the Employee.
- 16.5** 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 as may be amended from time to time, Company's Code of Conduct to regulate, monitor and report trading by designated persons 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. 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.

17. Foreign Exchange Laws

- 17.1** In case any Options are granted to any Employee, being person resident outside India, the provisions of the Foreign Exchange Management Act, 1999 and the rules or regulations made thereunder as amended and enacted from time to time shall be applicable and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vesting and Exercise of Options thereof.

18. Notices and correspondence:

- 18.1** 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.

18.2 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 as stated in the official records of the Company or at the official email Id of the Grantee.

19. Nomination of Beneficiary:

19.1 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.

19.2 If the Grantee fails to make a nomination, the Shares shall Vest on his/her legal heirs in the event of his/her death.

20. Corporate Action:

20.1 Except as hereinafter provided, any Grant made shall be subject to adjustment, by the Committee, at its discretion, as to the number and price of Options or Shares, as the case may be, in the event of 'Corporate Action' as defined herein.

20.2 If there is a 'Corporate Action' of the Company before the Options Granted under this Scheme are Exercised, the Grantee shall be entitled on Exercise of the Options, to such number of resultant Shares to which he/she would have been entitled as if all of the then outstanding Options Exercised by him/her, had been Exercised before such 'Change in the Capital Structure' had taken place and the rights under the Options 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 number of Options, Exercise Price and make any other necessary amendments to the Scheme for this purpose. The Vesting Period and life of the Options shall be left unaltered as far as possible.

20.3 In the event of severance of employment of a Grantee, as a part of reconstitution / amalgamation / sell-off or otherwise, the Options 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.

20.4 In the event of a dissolution or liquidation of the Company, the Company will notify the Grantees as soon as practicable prior to the effective date of such dissolution or liquidation

and the treatment of Options Granted (whether Vested or not) shall be decided by the Committee.

21. Disclosure and Accounting Policies:

- 21.1** The Company shall make all the necessary disclosures required under the provisions of the SEBI (SBEB & SE) Regulations, 2021 and other Applicable Laws. The Company shall comply with the requirements of IND – AS 102 and shall use Fair value method and the fair value of Options would be calculated as per the prescribed method under the applicable regulations.
- 21.2** Compensation cost will be booked in the books of account of the Company over the vesting period.
- 21.3** The Company shall comply with the disclosures requirements and the accounting policies prescribed under Regulation 15 of the SEBI (SBEB & SE) Regulations, 2021 or as may be prescribed by regulatory authorities from time to time.

22. Taxability on the Grantee:

- 22.1** The exercisable Options are subject to the applicable provisions of the Income tax Act, 1961.

There would be following points of Taxation on the Grantee:

Point 1- Perquisite Taxation: At the time of exercise of the Options: The difference between the Market Price 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.

The applicable taxes will be based on the individual's income tax slab, and the tax will be deducted at source (TDS) by the employer under Section 192 of the Income Tax Act.

Additionally, Rule 3(8) of the Income Tax Rules, 1962 provides the method for determining the value of the perquisite in the case of ESOPs.

Point 2: At the time of sale of the Shares of the Company by the Grantee-On selling of the Shares, the concerned Grantee would be liable to capital gain tax as per the applicable provisions of the income tax at the time of sale of the Shares.

23. Surrender of Options:

- 23.1** Any Grantee to whom the Options are granted under this Scheme may, at any time, surrender his Options 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 Options. The Options so surrendered will be added back to the pool of the Scheme at the discretion of the committee and pursuant to this the Grantee shall cease to have all rights and obligations over such

Options.

24. Dispute/ Arbitration:

- 24.1** 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 attempt shall continue for not more than 30 days), gives 10 days' notice thereof to the other party in writing.
- 24.2** In case of such failure, either party may refer the Dispute to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, as amended or re-enacted from time to time. The arbitration panel shall consist of a sole arbitrator to be appointed by mutual consent of the Parties. In case the Parties are unable or fail to appoint a sole arbitrator such arbitrator shall be appointed in accordance with Arbitration and Conciliation Act, 1996. Arbitration awards thus rendered shall be final and binding upon the Parties.
- 24.3** The arbitration proceedings shall be held in Delhi 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, whose decision shall be final and binding on the Parties. 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.
- 24.4** Notwithstanding the provisions of this Dispute clause, the Parties shall have the right to seek interim or injunctive relief from any court of competent jurisdiction, pending the final decision or award of the arbitrator.

25. Governing Law:

- 25.1** This Scheme and all related documents there under shall be governed by and construed in accordance with the SEBI (SBEB & SE) Regulations and other Applicable Laws.
- 25.2** Any term of the Scheme that is contrary to the requirement of the SEBI (SBEB & SE) Regulations or any other Applicable Laws shall not apply to the extent of such contradiction. The provisions of this Scheme are severable; and if any provision(s) is/are held to be illegal, invalid or unenforceable, then to the extent permitted by Applicable Laws, such provision(s) shall not affect the legality or validity of the Scheme or the acts done thereunder.

26. Regulatory Approvals:

- 26.1** The implementation of the Scheme, the Granting of any Options under the Scheme and the issuance of any Shares under this Scheme, if any, 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 Committee / Company / Trust, provide such assurances and representations to the Company or the Committee or the Trust, as the Committee may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.

27. Modification of Scheme:

27.1 Subject to the Applicable Laws, the Committee may, at any time:

27.1.1 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;

27.1.2 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.

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

28. Confidentiality:

28.1 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.

29. Miscellaneous:

29.1 General Risks: Participation in the Scheme shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity and the risks associated with the investments is that of the Option Grantee alone. The Option Grantee is encouraged to make considered judgment and seek adequate information /clarifications essential for appropriate decision.

29.2 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 an Option in whole or in part.

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