



**NOCIL LIMITED**

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**ARVIND MAFATLAL GROUP**  
The ethics of excellence

## **NOCIL Limited**

### **LONG TERM INCENTIVE PLAN (LTIP) 2024**

**For NOCIL LIMITED**

  
**AMIT K. VYAS**  
Assistant Vice President Legal  
& Company Secretary

**FOR NOCIL LTD.**

  
**ANAND V. S.**  
Managing Director

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OUR COMMITMENT TO SUSTAINABILITY



NOCIL LIMITED

LONG TERM INCENTIVE PLAN 2024

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## NOCIL LIMITED

### Long Term Incentive Plan 2024

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

This Plan shall be called the NOCIL LTD – LONG TERM INCENTIVE PLAN-2024 (hereinafter referred to as “the PLAN” or “LTIP 2024”) which has been formulated in accordance with the applicable provisions of the Companies Act, 2013 (“the Cos Act”) including the Rules/Regulations/ Notifications thereunder, the SEBI (Share Based Employee Benefits Regulations), 2014 (“SBEBS Regulations”) and any other statutory or regulatory provisions, as may be applicable from time to time

- 1.1 The objectives of the PLAN are:
- to reward employees for their performance and association with the Company;
  - to retain and reward talent in the organization and motivate the employees to contribute to the growth and profitability of the Company;
  - to attract talent in the organization;
  - to foster ownership and financial motivation;
  - to link the interests of employees with those of the Company and to strengthen interdependence between the employees and the Company’s prosperity;
- 1.2 LTIP 2024 has been formulated by the Members of the Nomination & Remuneration Committee (“NRC”) at their meeting held on 16<sup>th</sup> September 2024, pursuant to the approval accorded by the Board of Directors (the Board) of the Company at its meeting held on 19<sup>th</sup> June 2024 and subsequent approval accorded by the Shareholders of the Company by means of a Special Resolution passed at the 62<sup>nd</sup> Annual General Meeting held on 8<sup>th</sup> August 2024 and is applicable from the Financial Year 2024-25 onwards, subject to in-principle approval from the Stock exchanges.
- 1.3 **LTIP 2024 shall continue to be in force until:**
- its termination by the Board or by the NRC; or
  - the date on which all the Options under the LTIP 2024 have been granted in totality, whichever is earlier

#### 2. Definitions and Interpretation

- 2.1 The terms defined under LTIP 2024 shall for the purposes of the PLAN have the meanings defined by the SEBI Act, 1992, the Securities Contracts (Regulation) Act 1956, the Companies Act, 2013, the SEBI (Issue of Capital & Disclosure Requirements) Regulations,





2009 , SBEB Regulations, SEBI (LODR) Regulations, 2015 and any other statutory modifications or re-enactments thereof, as the case may be:

- (a) **“Applicable Laws”** means the legal requirements relating to Options under this LTIP 2024, including, without limitation, the Companies Act, 2013 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 the amendments thereto;
- (b) **“Award Letter”** means such document as issued to an Eligible Employee, intimating Grant of ‘Options’ entitling to subscribe to a specified number of Shares on payment of Exercise Price and applicable taxes and such other terms and conditions , as may be required in accordance with this PLAN ;
- (c) **“Agreement”** means the ‘NOCIL LTIP Agreement’ executed between the Company and an Eligible Employee, laying down the terms and conditions of the grant. The Agreement is subject to the terms and conditions of the PLAN which includes Award Letter encompassing covering letter with PLAN Document, Acceptance Form and Nomination Form and other related annexures.
- (d) **“Authorized Capital”** means the Authorized Share Capital of the Company;
- (e) **“Board”** means the Board of Directors of the Company;
- (f) **“Company”** means NOCIL Limited a Company incorporated and registered under the Companies Act, 2013 having CIN: L99999MH1961PLC012003 and having its Registered Office at Mafatlal House H T Parekh Marg Backbay Reclamation Churchgate, Mumbai- 400020 and any successor Company thereof;
- (g) **“Committee”** means the Nomination and Remuneration Committee (NRC ) of the Board of the Company whether existing or whether formed specifically by the Board for the administration of this PLAN;
- (h) **“the 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 Options under this LTIP 2024;



  
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(k) **“Employee”** means

- I. A permanent employee on payroll as designated by the Company, who is exclusively working in India or outside India; or
- II. 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;

but does not include:

- I. an employee who is a Promoter or a person belonging to the Promoter Group;
- II. a Director who either by himself /herself or through his/her relatives or through anybody 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 its Subsidiaries or any successor thereof, as the MD of the Company may decide;

(l) **“Employee Stock Options”** or **“ESOPs”** or **“Options”** means ‘Options’ granted to an Eligible Employee, which gives such Employee the right, but not an obligation, to purchase or subscribe at a future date Equity Shares underlying such Option at a pre-determined price;

(m) **“Employer”** means the Company or any successor Company thereof;

(n) **“Exercise”** means expression of an intention by an Employee to the Company to subscribe to the Shares underlying the Options Vested in him, in pursuance of the LTIP 2024, in accordance with the procedure laid down by the Company for exercise of such Options;

(o) **“Exercise Period”** means the time period/ frame during which an employee can exercise the options held by him or her. Options not exercised within this period, will;

(p) **“Exercise Price”** means the price at which shares are allotted to the employee pursuant to exercise of an Option by such employee;

(q) **“Equity or Equity Shares”** or **“share(s)”** means Equity shares of Company.

(r) **“Fair Market Value”** means the listed price of the Company on a recognized stock exchange;





- (s) **“Face Value”** is the initial value assigned to a share when it is first issued by a Company. Also known as nominal value, it denotes the stock’s original cost as listed on the Share certificate;
- (t) **“Grant”** means the issuing or assigning of the Options to Eligible Employees under the LTIP 2024;
- (u) **“Grant Date”** means the date of the meeting of the Members of the Nomination and Remuneration Committee at which grant of Options to the employees is approved or such other date as may be decided by the Nomination and Remuneration Committee. In case Options are granted by means of a ‘Circular Resolution ‘ passed by the Members of the NRC, then the date of passing of such Circular Resolution shall be reckoned as the Grant Date.
- (v) **“Grantee”** or **“Option Grantee”** means an Employee to whom Options are granted, having a right but not an obligation to exercise the Option(s) in pursuance of the LTIP 2024
- (w) **“Holding Company”** includes any present or future holding company of the Company, as defined under Section 2(46) of the Companies Act;
- (x) **“H.R. Head”** means the Human Resource Head as designated, of the Company;
- (y) **“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 cancel the Grant of Options under this PLAN and take such action as may have been laid down by the Company Policies;
- (z) **“M.D.”** means the Managing Director of NOCIL Limited;
- (aa) **“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;
- (bb) **“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;
- (cc) **“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,

- (dd) **Performance Restricted Stock Units (“ PRSUs “)** deeply discounted Options 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 Option at a pre-determined price and this may be subject to achievement of performance conditions and parameters as laid down by the NRC from time to time;
- (ee) **“Retirement”** means retirement or superannuation as per the Policies of the Company;
- (ff) **“Shares”** means Equity Shares of the Company having face value of Rs. 10 /- each;
- (gg) **“Shareholder”** means a person who is registered as a shareholder in the Register of Members of the Company;
- (hh) **“Sign-on”** indicates acceptance of employment from the company;
- (ii) **“Unvested Option”** means an Option in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Option Grantee has not become eligible to exercise the Option;
- (jj) **“Vest” and/ or “Vested” and / or “Vesting”** means the commencement of the legal entitlement of the Option Grantee to exercise his/her Options for subscribing to shares in pursuance of the PLAN .
- (kk) **“Vesting Period”** means the period, from the date of grant of options till the date on which the employee becomes eligible to exercise the option;

## 2.2 Interpretation

Under this LTIP 2024, unless the contrary intention appears:

- a) the clause headings are for ease of reference only and are not to be exclusively considered relevant to interpretation;
- b) a reference to a clause number is a reference also to its sub-clauses;
- c) words in singular number include the plural and vice versa;
- d) words importing a gender include any other gender;
- e) the word “person” includes an individual, a firm, a body corporate or unincorporated or any authority.
- f) 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 passed at the 62<sup>nd</sup> Annual General meeting held on 8<sup>th</sup> August ,2024 have authorized the Board to issue to the eligible Employees, such number of Options under LTIP 2024, in one or more tranches and on such terms and conditions, as may be determined by the Board in accordance with the provisions of this PLAN and in due compliance with the Applicable Laws. The aggregate number of Equity Shares upon exercise of all Options under this PLAN, shall not exceed 85,00,000 (Eighty-Five Lakhs ) equity shares of face value of Rs. 10 /- , each fully paid up, of the Company. The final distribution shall be as determined by the NRC or the Board, as the case may be.
- 3.2 The maximum number of Options that may be offered under the PLAN per Employee in any one financial year, shall be less than 1% (one percent) of the issued equity share capital (excluding outstanding warrants and conversions) of the Company at the time of the Grant of such Options. Subject to this ceiling, the Committee reserves the right to decide the number of Options to be granted and the maximum number of Options that can be granted to each Employee. In case the number of options offered under the PLAN per Employee exceeds 1% of the issued equity share capital (excluding outstanding warrants and conversions) of the Company, a Special Resolution shall be passed by the Shareholders for such offer and the employee wise details would be required to be disclosed.
- 3.3 If an Option expires or becomes un-exercisable due to any other reason, it shall be brought back to the Option pool as mentioned in Sub-clause 3.1 and shall become available for future Grants, subject to compliance with all Applicable Laws. The Board will have powers to re-grant such Options.
- 3.4 Where Shares are issued consequent upon exercise of Options, 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 NRC as per the powers delegated by the Board. All questions of interpretation of the LTIP 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 NRC upon consultation with the MD and such determination shall be final and binding upon all persons having interest in the LTIP 2024.
- 4.2 The NRC may correct any defect, omission or reconcile any inconsistency in the PLAN in the manner and to the extent the NRC 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 NRC shall not be liable for any action or determination made in good faith with respect to the PLAN or any Options 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 Options 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 Options 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 Options shall be adjusted in a manner such that total value of the Options in the hands of the Option Grantee remains the same after such Corporate Action; and





- II. The Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Option Grantees.
- (d) The procedure and detailed terms for the Grant, Vest and Exercise of Options in case of Option Grantees in general and in case of Option Grantees on long leave;
  - (e) Conditions under which vested options lapse in case of termination or employment for misconduct;
  - (f) The specified time period within which the employee shall exercise the vested options in the event of termination or resignation of an employee;
  - (g) Decide upon 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;
  - (h) Mode of payment of the Exercise Price (cheque, demand draft, deduction from salary, or by electronic mode);
  - (i) The procedure for funding for Exercise of Options, as permitted under the applicable Laws;
  - (j) The nomination process in the event of death or incompetence to contract;
  - (k) Approve forms, writings and/or agreements, if entered by the Company, for use in pursuance of the PLAN;and
  - (l) 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 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.

## 5. Eligibility and Grant of Options

- 5.1 The appraisal process for determining the Eligibility Criteria for the Employees would be specified by the NRC in consultation with the MD 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 MD from time to time. For new hires, either the same criteria or otherwise as decided by the MD will be applicable.

- 5.2 The MD shall have the sole discretion to recommend to the NRC the names of the eligible Employees and the number of Options to be granted. Such names along with the number of Options shall be put for formal approval before the NRC.
- 5.3 The above condition is not applicable in case of grant of Options to the MD where the deciding the authority will be the Board on recommendation from the NRC.
- 5.4 The Award Letter issued by the Company may also specify the following:
- (a) The number of Options Granted;
  - (b) Date of Grant;
  - (c) Vesting Schedule and Criteria
  - (d) Terms and conditions of Exercise (in addition to terms as mentioned in this LTIP, 2024 document);
  - (e) Exercise Period and Schedule;
  - (f) Treatment upon termination of employment, retirement, resignation; disability';
  - (g) Malus & Claw back clauses; and
  - (h) any other terms and conditions
- 5.5 The Options 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.
- 5.6 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.
- 5.7 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 Option shall, on such acceptance, be a granted but Unvested Option.
- 5.8 Options granted to a Grantee are personal to him or her and not assignable.
- 5.9 The day on which the NRC finalizes the grant shall be reckoned as the Grant Date. Interim grants may be made at a pre-defined frequency, over and above the grant frequency determined by the NRC, to accommodate exceptions like sign -ons, transfers -in, transfers-out, promotions, acquisitions, spin-off, etc.
- 5.10 The NRC shall decide the manner and period of vesting options at the time of grant. No options shall however vest in less than 12 months, or such other period as may be prescribed by the SEBI Regulations from time to time.





## 6. Vesting of Options

- 6.1 Options Granted under LTIP 2024 would vest as mentioned in the individual specific Award Letter but not later than maximum of:
- In 3 equal annual instalments spread over three years from the Grant Date of the Retention Award (Employee Stock Options i.e. ESOPs),
  - 100% at the end of 3<sup>rd</sup> year from the Grant Date of the Performance Restricted Share Units i.e. PRSUs. Actual vesting will depend on the actual achievement of performance criteria as determined by the NRC ,
  - The minimum Vesting Period shall not apply to cases of separation from employment due to death and Permanent Disability and in such instances, the Options shall vest on the date of death or Permanent Incapacity.
- 6.2 The NRC in consultation with the MD shall decide the Vesting schedule. The same will be incorporated in the individual Award Letters.

Provided that in case where Options are granted by the Company under the PLAN in lieu of Options held by a person under a similar PLAN in another company (Transferor Company) which has merged or amalgamated with the Company, the period during which the Options granted by the Transferor Company were held by him shall be adjusted against the minimum Vesting Period required under this Sub-clause in due compliance with the applicable Laws.

- 6.3 Subject to provisions of Clause 7.2 of the PLAN on separation rules, Vesting of Options would be subject to continued employment with the Company; the Option Grantee has not served any notice of resignation as on date of any Vesting and absence of disciplinary proceedings pending against him or her on such date of Vesting.

In addition to that, each Vesting of the deep-discounted options (Performance Restricted Share Units) will be subject to performance conditions as determined by the NRC which include internal and external metrics like Total Shareholder Return, Market Share, EBITDA, Growth Plans, Project Execution, New Business etc. These performance conditions will be communicated to each eligible employee at the time of each grant under the PRSU lots. The NRC is further empowered to change the performance criterion at the time of each grant of PRSU lots.





## 7. Exercise of Options

### 7.1 Exercise Price

- a) For ESOPs: The exercise price per Option shall be the latest available closing market price of the equity shares of the company prior to the date of the grant. However, the exercise price per Option shall not be less than the face value of the equity shares of the Company viz Rs 10 /- per share.
- b) For PRSUs :The exercise price per Option shall be at face value of the equity shares of the Company viz Rs.10/- per share. NRC is empowered to finalize the price with the flexibility of range between face value and closing market price.

The exact Exercise Price will be mentioned in the individual specific Award Letter.

Subject to mode of Exercise mentioned in Clause 7, 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 Board or any committee authorized by the Board, may approve from time to time.

### 7.2 Exercise Period

- I. For ESOPs: 10 years from grant date.
- II. For PRSUs: 5 years from grant date.

The vested Option shall be exercisable by the grantees by following a procedure to be prescribed by the NRC, Exercise of Options shall be entertained only after payment of the requisite exercise price and satisfaction of the applicable taxes by the grantee. The Options shall lapse if not exercised within the specified exercise period.

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

The Exercise Period in respect of a Vested Options shall be within such time after the Vesting of such Option. A specific Exercise Period shall be mentioned in the individual Award Letter.

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

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

S. No.	Separations	Vested Options	Unvested Options
1	Resignation /	All the Vested Options	All the Unvested Options on





	<b>Termination</b> (other than due to "Cause" *)	as on date of submission of resignation/ date of termination shall be exercisable by the Option Grantee within the notice period.	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 Options which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination.	All the Unvested Options on the date of such termination shall stand cancelled with effect from the termination date.
3	<b>Retirement / Superannuation</b>	All the Vested Options as on date of Retirement can be exercised by the Option Grantee as per the Exercise Period stipulated in their letter of grant/award letter.	Unvested Options granted to the employee would continue to vest in accordance with the respective original vesting schedules even after Retirement or superannuation in accordance with the Company's Policies and provisions of the then prevailing Applicable Law.
4	<b>Separation due to death</b>	All Vested Options may be exercised by the deceased Option Grantee's nominee or legal heir(s) on submission of requisite proof, at any time within the exercise period.	All the Unvested Options as on the date of death shall be deemed to vest immediately and may be exercised as per provisions applicable for Vested Options.
5	<b>Separation due to Permanent Disability</b>	All Vested Options as on the date of incurring such disability may be exercised by the Option Grantee or his nominee at any time within the exercise period.	All the Unvested Options as on the date of incurring such disability shall be deemed to vest immediately and may be exercised as per provisions applicable for Vested Options.
6	<b>Abandonment</b>	All the Vested Options	All the Unvested Options





		shall stand cancelled with effect from such date as determined by H.R. Head	shall stand cancelled with effect from such date as determined by Head HR
7	<b>Termination/ separation due to any other reason apart from those mentioned above</b>	The Nomination and Remuneration Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of such termination shall stand cancelled with effect from that date.

\* **“Cause”** means any of the following act of commission 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 Gross misconduct (generally this includes any fundamental breach of contract or conduct which brings the Company/the Board into disrepute);

- 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 Secrecy agreement 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.
- Sharing of any company information including confidential and proprietary information (other than those available in the public domain) in violation of the Company’s Code on Prevention of Insider Trading or otherwise violation of any other policy .





### 7.3 Procedure for Exercise of Option

- (a) Each Option entitles the holder thereof to apply for and be allotted one Share of the Company, on the payment of the Exercise Price at any time during the Exercise Period.
- (b) An Option shall be deemed to have been exercised when -
- The Company receives an application seeking exercise of Options from the Option Grantee entitled to exercise the Option.
  - The Company receives full payment including taxes applicable thereon for the shares underlying the number of Options exercised by the Option Grantee.
  - The Option 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 Employee Stock Options granted, till Shares underlying such Employee Stock Options are allotted on Exercise of such Employee Stock Option.

## 8. Lock-In

The Shares issued upon exercise of Options 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 under the Securities and Exchange Board of India (Prohibition of Insider Trading Regulations) 2015 as amended from time to time.

## 9. Malus/ Clawback Provision

- 9.1 This Clause shall be triggered upon happening of the below mentioned event:
- a) Where post Grant of Options, the Grantee was engaged in a conduct that:
    - I. Resulted in financial loss or reputational damage to the Company
    - II. Caused an adverse change in the risk profile of the Company
    - III. Any other adverse implication on the company such as sharing of company information (other than those available in the public domain) with other individuals or organization
- 9.2 Such Clawback provision may be enforced by the Company for an event triggering Clawback up to 6 years or such extended period as stipulated in the communication to the employee while issuing the letter of Grant.
- 9.3 Recovery rights of the Company

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

- a) Canceling the Grant of Options;







- b) Aggregate value of all Options distributions under this PLAN;
- c) Forfeiture of any sum paid by the Grantee under this PLAN.

## 10. Miscellaneous

- 10.1 Participation in LTIP 2024 shall not be construed as any guarantee of return on equity investment. Any loss due to fluctuations in the market price of the Shares and the risks associated with the investments are that of the Employee alone.
- 10.2 If the Company issues bonus shares or right shares, the Option Grantee shall not be eligible for the bonus or rights shares in the capacity of an Options grantee. However, an adjustment to the number of Options or exercise price or both would be made as per Clause 3.
- 10.3 The procedure for buy-back of specified securities issued under these regulations is not applicable .

## 11. Authority to Vary Terms

The Board may, if it deems necessary, vary the terms of the LTIP 2024 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 Options but an accidental omission to give notice to any participant shall not invalidate any such modifications made.

## 12. Deduction of Tax

- 12.1 The liability of paying taxes if any, in connection with exercise of Employee Stock Options granted pursuant to LTIP 2024 shall be entirely on the Grantee and shall be in accordance with the provisions of Income-tax Act, 1961 and the rules framed thereunder as amended from time to time.
- 12.2 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 Employee Stock Option 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 Option Grantee.

## 13. Other Terms and Conditions

- 13.1 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 Options granted and other miscellaneous





provisions, not specifically stated hereinabove shall be applicable and governed in accordance with this LTIP, 2024.

### 13.2 General Terms

- The LTIP 2024, in terms of having binding effect, is a private contract between the Company and the Option Grantee specified in the Individual Award Letter. It does not create any right or benefit for persons other than between the Company and the specific Option Grantee who has been issued a letter of grant.
- The Company shall file the LTIP 2024, with such authorities and persons as it may be required under Applicable Laws to file or where it deems fit.
- Employment Agreement: The LTIP 2024, shall not form part of any Employment Agreement between the Company and the Option 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 LTIP 2024 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 LTIP 2024 and any Applicable Laws, rules, regulations etc., the provisions of law shall override the provisions of this PLAN. The grant of Options under this PLAN shall entitle the Company to require the Option 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 Options: The value of Option shall be carried out by an Independent Valuer.





### 13.3 Severability

In the event any one or more of the provisions contained in the LTIP, 2024 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 LTIP, 2024, but this LTIP 2024 shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the LTIP 2024 shall be carried out as nearly as possible according to its original terms and intent.

### 13.4 Amendment and Termination of the PLAN:

- a) The Board of Directors or the NRC its sole discretion, amend, suspend or terminate the PLAN at any time.
- b) In the event of such termination, the NRC shall prescribe the conditions governing the vesting and exercising of outstanding options. Such conditions may not, however, be less beneficial to the employee or more restricted than the conditions of the PLAN.
- c) The Board may not make any amendment which would (i) materially modify the requirements for participation in the PLAN (ii) increase the number of shares to Awards under the PLAN (iii) change the minimum exercise price for share options as provided in para 7.2, in each case without the approval of a majority of the shareholders. No amendment or modification shall affect the rights of any Employee with respect to a previously granted Award.
- d) No amendment, alteration, suspension or termination of the scheme shall impair the rights of any employee unless mutually agreed upon otherwise between the company and the employee in an agreement, in writing.

13.5 Nothing contained in the PLAN shall limit or restrict any way the Company from making any award or payment to the employees and the Directors under any other scheme.

### 13.6 No Guarantee of Employment or Participation

Nothing in the PLAN shall interfere in any way the right of the company to terminate any employee at any time, with or without cause, nor confer upon any employee any right to continue in the employment of the company. The rights and obligations of any individual, under the terms of his office or employment with the company, shall not be affected by his selection in the PLAN. For the purpose of the PLAN, transfer of employment of an employee between the Company and Parent/Subsidiary/Associate Company shall not be deemed as a termination of employment. No employee shall have a right to be selected to participate in the PLAN or having being selected once, continue to receive any future awards.





#### 13.7 Beneficiary Designation

Each employee under the PLAN may from time to time name any beneficiary or beneficiaries to whom any benefit under the scheme is to be paid or by whom any right under the PLAN is to be exercised in case of his or her death. Each designation will revoke all prior designations by the same employee, shall be in a form prescribed by the NRC, and will be effective only when filed in writing with the NRC. In absence of any such designation, Awards outstanding at death may be exercised by the employees surviving spouse or otherwise by his or her estate.

13.8 This PLAN shall not confer on any person any legal or equitable right against the Company either directly or indirectly or give rise to any cause of action in law or equity against the Company.

#### 13.9 Confidentiality

An Option Grantee must keep the details of the LTIP, 2024 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 Option Grantee is found in breach of this clause on confidentiality, the Company shall have undisputed right to terminate any agreement, and all unexercised Options shall stand cancelled immediately.

### 14. Notices and Correspondence

14.1 All notices or communication required to be given by the Company to the Option Grantee by virtue of this LTIP, 2024 shall be in writing ( in print or in digital form ) and shall be sent to the address of the Option Grantee available in the records of the Company and/ or through acceptable electronic means of communication;

14.2 Any communication to be given by an Option Grantee to the Company in respect of this LTIP, 2024 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 H.R. Head .

### 15. Governing Law and Jurisdiction

15.1. The terms and conditions of the LTIP, 2024 shall be governed by and construed in accordance with the laws of India.

15.2. All disputes arising out of or in connection with this LTIP 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 LTIP. **(The term dispute shall not cover situations specified in clauses 7.2, 9, 13.9)**

