

**BOMBAY METRICS SUPPLY CHAIN LIMITED
EMPLOYEES STOCK OPTION SCHEME – 2025**



1. Introduction:

- 1.1** This Scheme shall be called the "Bombay Metrics Supply Chain Limited Employees Stock Option Scheme – 2025" (*hereinafter referred to as "Scheme"*).
- 1.2** The Scheme was approved by the Board of Directors and the Shareholders of the Company on August 29, 2025 and 25.09.2025 respectively.
- 1.3** The Scheme shall be effective from 25.09.2025 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) the date on which all of the Stock Options available for Grant under the Scheme have been granted 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 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 attract relevant talent into the Company to drive its growth plans.
- 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, and
- 3.1.6** To provide deferred rewards to Employees.

4. Definitions:

- 4.1** In this Scheme, except where the context otherwise requires, the following expressions or

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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 authorised representative in writing any reason of absence.
- 4.1.2 "Applicable Law"** means every law relating to Employee Stock Option Schemes in force, including, without limitation to, Companies Act, 2013, SEBI (SBEB & SE) Regulations (as defined below), as amended, and all relevant revenue, tax, securities or exchange control regulations or corporate laws of India to the extent applicable.
- 4.1.3 "Board of Directors"** means the Board of Directors of the Company.
- 4.1.4 "Body Corporate"** shall have the same meaning as defined in section 2(11) of the Companies Act, 2013, as amended from time to time.
- 4.1.5 "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 (as defined below).
- 4.1.6 "Company"** means Bombay Metrics Supply Chain Limited.
- 4.1.7 "Corporate Action"** means a change in the capital structure of the Company as a result of bonus issue, rights issue, split of Shares and consolidation of Shares.
- 4.1.8 "Directors"** shall have the same meaning as defined under section 2(34) of the Companies Act, 2013.
- 4.1.9 "Eligibility Criteria"** means the criteria, as may be determined from time to time by the Committee, for Grant of Options.
- 4.1.10 "Employee"** means
- (a) An Employee as designated by the Company, who is exclusively working in India or outside India; or
 - (b) A Director of the Company, whether a Whole Time Director or not, including a non-executive Director who is not a Promoter or member of the Promoter Group, but excluding an Independent Director;

but does not include

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(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.

4.1.11 "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 Option Grantee, to the Committee for allotment of Shares, against Vested Options.

4.1.12 "Exercise Period" means the time period after Vesting within which a Grantee can Exercise.

4.1.13 "Exercise Price" means the price payable by the Grantee for exercising the Options vested in him in pursuance of the Scheme.

4.1.14 "Exercise Window" means a period within which vested Options can be exercised within the overall exercise period, shall be as decided and communicated by the Committee from time to time.

4.1.15 "Grant" means the process by which the Company issue of Options to the Grantee under the Scheme.

4.1.16 "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.

4.1.17 "Grant Letter" means the written or electronic agreement between the Company and an Option Grantee setting forth the terms and conditions applicable to a Grant to the Option Grantees under the Scheme.

4.1.18 "Grantee" shall mean an Employee to whom Options have been granted under the Scheme.

4.1.19 "Independent Director" shall have the same meaning assigned to it under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

4.1.20 "Long Leave" means a leave approved by the company 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.

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Provided that the period of Long Leave shall not include the period in which the Grantee is on a 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.

- 4.1.21 "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 – If such shares are listed on more than one recognised stock exchange, then the closing price on the recognised stock exchange having higher trading volume shall be considered as the market price.

- 4.1.22 "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.

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

- 4.1.24 "Promoter"** shall have the same meaning as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.

- 4.1.25 "Promoter Group"** shall have the same meaning as under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.

- 4.1.26 "Recognised Stock Exchange"** means a stock exchange which has been Granted recognition under section 4 of the Securities Contracts (Regulation) Act, 1956.

- 4.1.27 "Relative"** shall have the same meaning as defined in section 2(77) of the Companies Act, 2013, as amended from time to time.

- 4.1.28 "Relevant Date"** means the date of the meeting of the Committee on which the Grant is made and in the case of exercise, the date on which the notice of exercise is given to the company by the Grantee.

- 4.1.29 "Scheme"** shall mean Bombay Metrics Supply Chain Limited 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.



- 4.1.30 "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.
- 4.1.31 "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.
- 4.1.32 "Shares"** means Equity Shares of the Company.
- 4.1.33 "Unvested Option"** means an Option, which is not vested.
- 4.1.34 "Vested Option"** means an Option, which has vested in pursuance to the Scheme and has thereby become exercisable.
- 4.1.35 "Vesting"** means the process by which the Grantee becomes entitled to receive the benefit of a Grant made to him under the Scheme.
- 4.1.36 "Vesting Date"** means the date on and from which the Option vests with the Grantees and there by becomes exercisable.
- 4.1.37 "Vesting Period"** means the period during which the vesting takes place.
- 4.1.38 "Whole Time Director"** shall have the same meaning as defined in section 2(94) of the Companies Act, 2013, as amended from time to time.

Interpretation:

In this document, unless the contrary intention appears:

- a)** *The singular includes the plural and vice versa;*
- b)** *The word "person" includes an individual, a firm, a Body Corporate or unincorporated body or authority;*
- c)** *Any word or expression importing the masculine, feminine or neutral genders only, shall be taken to include all three genders;*
- d)** *Any word which is not defined under the Scheme 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 and*

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any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation, as the context requires.;

- e) Articles, headings are for information only and shall not affect the construction of this document;*
- f) A reference to an article is respectively a reference to an Article of this document; and*
- g) Reference to any act, rules, statute or notification shall include any statutory modification, substitution or re-enactment thereof.*

5. Implementation & Administration:

- 5.1** The Scheme shall be implemented through direct route for extending the benefits to the eligible Employees by the way of fresh allotment and will follow Cash Mechanism.

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

- 5.2** The Company will allot fresh Shares to the Grantees upon successful exercise of Options in accordance with terms and conditions of the Scheme.
- 5.3** Subject to Applicable Law and the framework laid down by the Board of Directors, the Scheme shall be administered by the Committee which may delegate its some or all the operational administration to any other sub – committee or Persons for proper administration of the Scheme.
- 5.4** The Committee is authorized to interpret the Scheme, to establish, amend and rescind any rule(s) and regulation(s) relating to the Scheme and to make any other determinations that it deems necessary or desirable for the administration and implementation of the Scheme.
- 5.5** Any decision of the Committee in the interpretation and administration of the Scheme, as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all the parties concerned (including but not limited to, Grantee and/or Employee and their nominees / legal heirs).
- 5.6** The Committee shall subject to Applicable Law, inter alia, have powers to do following:
- i.** To adopt rules and regulations for implementing the Scheme from time to time.
 - ii.** To delegate its operational administration in whole or in part as it may decide from time to time to any person or sub-Committee.
 - iii.** To decide upon re-granting of Options which were lapsed, forfeited or surrendered under any provisions of the Scheme.
 - iv.** To increase the pool of Options to be granted under Scheme.

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- v. To increase the pool of Shares to be issued under Scheme.
- vi. To identify the Employees eligible to participate in the Scheme.
- vii. To finalize the Eligibility Criteria for Grant of Options.
- viii. To determine the Employees eligible for Grant of Options.
- ix. To decide upon granting of Options to new Joinees.
- x. To determine the Grant Date.
- xi. To Grant Options to one or more eligible Employees.
- xii. To determine the number of Options to be granted to each Grantee and in aggregate subject to the pool of Options of the Scheme.
- xiii. To decide the Exercise Period within which Employees can Exercise the Option.
- xiv. To determine the Grant, Vesting and Exercise of Options for Employees on Long Leave.
- xv. To decide the Vesting Period subject to minimum and maximum period of vesting as stated in Scheme.
- xvi. To determine the vesting schedule for each Grantee.
- xvii. To finalize the criteria's for vesting of Options.
- xviii. To determine the Employees eligible for vesting of Options.
- xix. To determine the method for exercising the Vested Options.
- xx. To determine the Exercise Price of the Options to be Granted after giving due discount, if deems fit.
- xxi. To decide upon treatment of Vested and Unvested Options in cases of cessation of employment as specified in the Scheme.
- xxii. To decide upon the mode and manner of exercise.
- xxiii. To allot Shares to Grantees upon exercise.
- xxiv. To decide upon the treatment of Vested and Unvested Options in the event of Corporate Actions taking into consideration the following:
 - a. the number and price of Options shall be adjusted in a manner such that the total value to the Grantee of the Options remains the same after the Corporate Action;
 - b. the Vesting Period and the life of Options shall be left unaltered as far as possible to protect the rights of the Grantee who has been granted such Options.
- xxv. To cancel all or any granted Options in accordance with the Scheme.
- xxvi. To modify the vesting schedule or accelerate the Vesting of Options on a case to case basis, subject to completion of minimum 1 year from the date of Grant.
- xxvii. To decide upon treatment of Vested and Unvested Options in cases of dispute between the Grantee and Company.
- xxviii. To establish, amend, suspend or waive such rules and regulations as it shall deem appropriate for the proper administration of the Scheme.
- xxix. To appoint such agents as it shall deem necessary for the proper administration of the Scheme.
- xxx. To determine or impose other conditions to the Grant of Options under the Scheme, as it may deem appropriate.

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- xxxi. 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.
- xxxii. To determine the procedure for buy-back of Options Granted under the Scheme, if to be undertaken at any time by the Company, and the applicable terms and conditions in accordance with the Applicable Law.
- xxxiii. To determine the terms and conditions, not inconsistent with the terms of the Scheme, of any Option Granted hereunder.
- xxxiv. To approve forms or agreements for use under the Scheme.
- xxxv. To decide all other matters that must be determined in connection with an Option under the Scheme.
- xxxvi. To construe and interpret the terms of the Scheme, and the Options Granted pursuant to the Scheme.
- xxxvii. To Frame rules and regulations, prescribe forms and issue circulars or orders in relation to the Scheme and may from time to time amend, recall or replace such rules and regulations, forms, orders and circulars.

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 in one or more tranches, pursuant to this Scheme shall not exceed 10,00,000 [Ten Lakhs] Options which shall be convertible into equal number of Shares not exceeding 10,00,000 [Ten Lakhs] Equity Shares having face value of Rs. 10/- each.
- 6.2 Notwithstanding anything contained in 6.1, 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 unless otherwise determined by 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 or decrease such number of Options and Shares as it deems fit, in accordance with the Applicable Law.

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7. Appraisal and Eligibility Criteria's:

- 7.1** The Committee may on the basis of all or any of the following criteria, decide on the Employees who are eligible for the Grant of 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 of an Employee in the Company.
 - Performance of Employee: Employee's performance during the financial year in the Company.
 - Performance of Company: Performance of the Company as per the standards to be set by the Committee/ Board of Directors from time to time.
 - Any other criteria as decided by the Committee in consultation with Board of Directors from time to time.
- 7.2** The Employees satisfying the Eligibility Criteria shall be termed as eligible Employee.
- 7.3** New Joinees can also participate in the Scheme 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 or interfere in any way with the right of the Company to terminate the Employee's employment at any time.

8. Grant of Options:

- 8.1** 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.
- 8.2** 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 equity share 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 equity share 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.
- 8.3** 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.
- 8.4** No amount shall be payable by an Employee at the time of Grant of Options.

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- 8.5 Upon Grant, an eligible Employee shall become Grantee under the Scheme.
- 8.6 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 Grantee to apply for 1 (One) Share in the Company upon payment of Exercise Price, applicable taxes and other charges, if any.
- 8.7 The Options Granted to the eligible Employees shall not be transferable to any other person.
- 8.8 The Options Granted to the eligible Employees shall not be pledged, hypothecated, mortgaged or otherwise encumbered or alienated in any other manner.

9. Method of Acceptance:

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

10. Vesting of Options:

- 10.1 Vesting Period shall commence from the Grant Date subject to maximum period of 5 (Five) 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.

- 10.2 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 10.1 above.

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However, the suggestive vesting schedule is as follow:

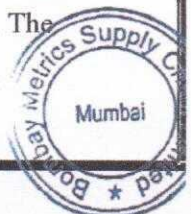
Time Period	% of Options to be vested
At the end of 1st year from the grant date	25% of the Options Granted
At the end of 2nd year from the grant date	25% of the Options Granted
At the end of 3rd year from the grant date	25% of the Options Granted
At the end of 4th year from the grant date	25% of the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

- 10.3** Vesting of Options can vary from Grantee to Grantee as per the discretion of the Committee whose decision shall be final and binding.
- 10.4** The actual vesting would be subject to the continued employment of the Grantee and may further be linked with the certain performance and other criteria's, including those mentioned in under Article 7 of the Scheme, as determined by the Committee and mentioned in the Grant Letter.
- 10.5** The Committee shall have the power to modify or accelerate the vesting schedule on a case-to-case basis subject to the minimum gap of 1(One) Year between the Grant and Vesting.
- 10.6** Further any fraction entitlement, to which the Grantee would become entitled to upon Vesting of Options, 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 was not earlier vested due to fraction adjustment.
- 10.7** The Vesting of Options shall be communicated to the eligible Grantees in writing through vesting letter.
- 10.8** The Grantee is not required to pay any amount at the time of Vesting of Options.

11. Exercise of Options:

- 11.1** After Vesting, Options can be exercised either wholly or partly, during the exercise window within a maximum exercise period of 5 (Five) year from the date of vesting, through Cash Mechanism after submitting the Exercise application along with payment of the Exercise Price, applicable taxes and other charges, if any.
- 11.2** For Article 11.1, Exercise window within which vested options can be exercised shall be opened as per timeline as may be decided and intimated by the Committee from time to time.
- 11.3** 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 and be available for fresh grants. The

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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.

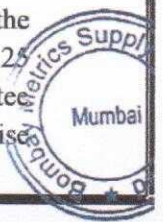
- 11.4 The mode and manner of the Exercise shall be communicated to the Grantees individually.
- 11.5 Upon valid exercise the Company will allot requisite number of Shares to the Grantee. Shares so allotted shall rank pari-passu to the existing Shares of the Company.
- 11.6 Upon such allotment, the Grantee shall become a member of the Company.
- 11.7 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, allotment of Shares shall be made only after the receipt of Exercise Form, Exercise Price, applicable Income Tax and other charges, if any.
- 11.8 Notwithstanding anything contained elsewhere in the Scheme, the Company, may not allot Shares, in the event of the Grantee being found guilty of an offence involving 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.
- 11.9 If the Vesting or Exercise of Options is prevented by any law or regulation in force and/or the Company is forbidden to allot the Shares pursuant to Exercise of Options under such law or regulation, then in such an event the Company shall not be liable to compensate the Grantee.
- 11.10 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.

12. Exercise Price:

- 12.1 The Exercise Price including method for arriving at it, shall be determined by the Committee, from time to time at the time of Grant, provided that the said Exercise Price shall not be higher than the prevailing Market Price of the Shares discounted by minimum 50% (ceiling); as may be determined by the Committee based on the criteria as specified in the Scheme, subject to the provisions of the Applicable Law including SEBI SBEB Regulations; and that the Exercise Price per Option shall not be less than the then prevailing face value of the Equity Shares of the Company.

Eg. (for the stake of clarity):

If the Market Price per Share is Rs. 50 and the face value is Rs. 10 per Share, then the Exercise Price per Option as may be determined by the Committee shall not exceed Rs. 25 (i.e. Rs. 50 discounted by 50%) and shall not be less than Rs. 10. In case, the Committee determines to provide discount of 70% on the Market Price, in such case, the Exercise Price will be Rs. 15 per Option.



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12.2 The aggregate Exercise Price payable at the time of Exercise shall be paid as per the discretion of the Grantee (not opting for financing options) by cheque, or NEFT in the name of the Company. However, in case the Grantee has availed financing option as stated in Article 11.7 of the Scheme, the aggregate Exercise Price shall be paid at any time before allotment of Shares as per the terms and conditions of financing.

12.3 The tax amount arising at the time of Exercise shall be payable at the time of Exercise by cheque, deduction from salary (if salary of the month of exercise is not paid and is sufficient for payment of Exercise Price) or NEFT in the name of the Company. However, in case the Grantee has availed financing option as stated in Article 11.7 of the Scheme, the aggregate tax shall be paid at any time before allotment of shares as per the terms and conditions of financing.

13 Cessation of Employment:

13.1 In the event of cessation of employment due to death:

- a) All Options Granted (*including unvested and vested options*) as on date of death would vest in the legal heirs / nominee of the Grantee on that day. The Options would be exercisable by the legal heirs / nominee within a period of 12 [Twelve] months from the date of death or expiry of Exercise Period, whichever is earlier, failing which all the Unexercised Options shall lapse irrevocably and the rights there under shall be extinguished and such lapsed options shall be available for further grants as Article 6.2 of the scheme.
- 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 /legal heir certificate/ probate of will / letter of administration.
- No objection certificate from the other legal heirs.
- Photo copy of the death certificate duly attested by the proper authority (English translated version if in the vernacular language)
- Specimen signature of the person(s) in whose name Shares are to be transmitted (duly attested by the bank)
- Copy of PAN card of the applicant (self – attested).
- Copy of address proof (self – attested)

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B. In case nominee is appointed

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

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

- a) All Options Granted (*including unvested and vested options*) to Grantee as on date of Permanent Incapacity would vest in Grantee on that day. The Options would be exercisable within a period of 12 [Twelve] months from the date of Permanent Incapacity or expiry of Exercise Period, whichever is earlier, failing which all the Unexercised Options shall lapse irrevocably and the rights there under shall be extinguished and such lapsed options shall be available for further grants as Article 6.2 of the scheme.

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

- a) All Unvested Options, on the date of cessation, shall expire and stand terminated with effect from that date.
- b) All Vested Options shall be exercisable by the Grantee before expiry of exercise period or by last working day, whichever is earlier. The vested Options not so exercised shall lapse irrevocably and the rights there under shall be extinguished and such lapsed options shall be available for further grants as Article 6.2 of the scheme.

13.4 In the event of cessation of employment due to retirement/superannuation:

- a) All Unvested Options, on the date of cessation, shall continue to vest in accordance with the vesting period even after retirement or superannuation unless otherwise determined by the Committee whose decision will be final and binding.
- b) All Vested Options shall be exercisable by the Grantee before expiry of exercise period. The vested Options not so exercised shall lapse irrevocably and the rights there under shall be extinguished and such lapsed options shall be available for further grants as Article 6.2 of the scheme.

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

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a) All Unvested Options, on the date of termination, shall expire and stand terminated with effect from that date.

b) All Vested Options shall stand terminated with immediate effect, unless otherwise determined by the Committee, whose determination will be final and binding.

13.6 In the event that a Grantee is **transferred or deputed to an 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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 of the dispute, to the satisfaction of the Committee.

14 Lock in requirements:

14.1 The Shares allotted to the Grantees pursuant to Exercise of Options shall be subject to 2 months of lock-in period from the date of allotment of Equity Shares.

15 Other Terms and conditions:

15.1 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.

15.2 The Grantee shall not be entitled to any compensation or damages for any loss or potential

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loss which he may suffer by reason of being unable to Exercise Options in whole or in part.

- 15.3** 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.
- 15.4** 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 for prevention of insider trading and Code of practices and procedures for fair disclosure of unpublished price sensitive information adopted by the Company under SEBI (Prohibition of Insider Trading) Regulations, 2015. Further, the Grantee shall indemnify and keep indemnified the Company in respect of any direct or indirect liability arising as a result or consequence of the violation of above, if applicable.

16 Notices and correspondence:

- 16.1** 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.
- 16.2** 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.

17 Nomination of Beneficiary:

- 17.1** 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.
- 17.2** If the Grantee fails to make a nomination, the Shares shall Vest on his/her legal heirs in the event of his/her death.

18 Corporate Action:

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- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 **No Restriction on Corporate Action**
- a. The existence of the Scheme and the Grants made hereunder shall not in any way affect the right or the power of the Board or the shareholders or the Company to make or authorize any 'Change in Capital Structure' including any issue of Shares, debt or other securities having any priority or preference with respect to the Shares or the rights thereof.
- b. Nothing contained in the Scheme shall be construed to prevent the Company from taking any Corporate Action which it deems to be appropriate or in its best interest, whether or not such action would have an adverse effect on the Scheme or any Grant made thereunder. No Grantee shall have any claim against the Company as a result of such action.

19 Disclosure and Accounting Policies:

- 19.1 The Company shall comply with the requirements of applicable accounting standards and shall use Fair value method and the fair value of Options would be calculated as per the prescribed method under the applicable regulations.
- 19.2 Compensation cost will be booked in the books of account of the Company over the vesting period.
- 19.3 The Company shall comply with the disclosure requirements and accounting policies specified in the SEBI (SBEB & SE) Regulations 2021.

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20 Taxability on the Grantee:

20.1 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: At the time of Exercise, 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.

E.g.: Exercise Price= Rs. 15 per Option / Market Price of share on exercise = Rs. 30 per shares / Perquisite = Rs.30 – Rs.15 = Rs.15/- per share.

Suppose employee falls in 30% slab, his perquisite tax will be Rs.4.5/-

- 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 income tax as per the applicable provisions of the laws at the time of sale of the Shares.

E.g.: Sale Price= Rs. 100 per Option / Cost of acquisition = Rs. 30 per shares
Capital Gain = Rs.100 – Rs.30 = Rs. 70/- per share.

21 Surrender of Options:

21.1 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 and pursuant to this the Grantee shall cease to have all rights and obligations over such Options.

22 Dispute:

22.1 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.

22.2 In case of such failure, either party may refer the dispute to a single arbitrator to be

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appointed by Managing Director of the Company. The arbitration proceedings shall be held in Mumbai under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The arbitrator shall give a reasoned award in writing. The arbitrator shall also decide on the costs of the arbitration proceedings. The parties shall submit to the arbitrator's award and the award shall be enforceable in competent court of law at Maharashtra.

23 Governing Law:

- 23.1** 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.
- 23.2** The provisions of the SEBI Regulations and applicable laws shall prevail in the case of any contrary provisions in the Scheme.

24 Regulatory Approvals:

- 24.1** The implementation of the Scheme, the Granting of any Options under the Scheme and the issuance of any Shares under this Scheme shall be subject to the procurement by the Company and the Grantee / nominee / legal heirs of all approvals and permits, if any, required by any regulatory authorities having jurisdiction over the Scheme. The Grantee / nominee / legal heirs under this Scheme will, if requested by the Committee / Company, provide such assurances and representations to the Company or the Committee, as the Committee may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.

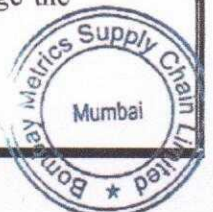
25 Modification of Scheme:

- 25.1** Subject to the Applicable Laws, the Committee may, at any time:
- 25.1.1** 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;
- 25.1.2** 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.
- 25.2** Any amendment, variation or modification under the Scheme shall not be prejudicial to the interest of the Grantees of the Company.

26 Confidentiality:

- 26.1** Notwithstanding anything contained in this Scheme, the Grantee shall not divulge the

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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.

27 Miscellaneous:

27.1 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.

27.2 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 *****

PARSVO
GADA

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by PARSVO GADA
Date: 2025.09.26
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M. H. Kenjar

