SARLA PERFORMANCE FIBERS LIMITED

CIN: L31909DN1993PLC000056

EMPLOYEE STOCK OPTION PLAN 2026

("SPFL ESOP PLAN 2026")

(TRUST ROUTE IMPLEMENTATION)

Fresh Scheme replacing the SPFL ESOP Plan 2025, which stands withdrawn with effect from the Effective Date

under the Companies Act, 2013 and the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021

Scheme for shareholder approval through Postal Ballot

Effective upon the requisite shareholder approvals for implementation through the Trust

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1. NAME OF THE SCHEME

1.1 This Scheme shall be termed the "Sarla Performance Fibers Limited Employee Stock Option Plan 2026" ("SPFL ESOP Plan 2026", "Scheme" or "Plan"). The Scheme was approved by the Board of Directors on 3 November 2026, on the recommendation of the NRC, subject to the approval of the shareholders by Special Resolution through Postal Ballot, for implementation through the Trust by way of Secondary Acquisition.

1.2 This Scheme shall take effect on the Effective Date. It is a fresh scheme and replaces the "Sarla Performance Fibers Limited Employee Stock Option Plan (ESOP) Scheme 2025" approved by the Board on 30 January 2025 and by the shareholders by two Special Resolutions deemed passed on 06 March 2025 (the "2025 Plan"). No Option was granted and no Share was allotted under the 2025 Plan. With effect from the Effective Date, the 2025 Plan and both the said Special Resolutions stand withdrawn and superseded, and no Option shall be granted under the 2025 Plan; the withdrawal does not affect any Employee, no right or entitlement having accrued to any person under the 2025 Plan.

2. PURPOSE OF THE SCHEME

2.1 Sarla Performance Fibers Limited ("Company" or "SPFL"), a company incorporated under the Companies Act, 1956 and having CIN L31909DN1993PLC000056, has structured this Scheme for its Employees. The objectives of the Scheme are, inter alia, to: (a) motivate and retain talented Employees; (b) attract new talent to the Company and its Subsidiary Companies; (c) encourage Employees to align their interests with the long-term growth of the Company; and (d) reward Employee performance and provide Employees an opportunity to participate in the growth in value of the Company.

2.2 The Scheme may be implemented, on behalf of and at the request of the Company and, where applicable, its Subsidiary Companies, for the Employees of such companies, to the extent permitted under the SEBI Regulations and Applicable Law and subject to such shareholder approval, if any, as may be required thereunder.

3. DEFINITIONS

In this Scheme, unless the context otherwise requires, the following expressions shall have the meanings set out below. Words not defined in this Scheme shall have the meanings assigned under the Act, the SEBI Regulations or other Applicable Law:

3.1 "Abandonment" means absence of an Employee from work for a period of 30 (thirty) days or more without having communicated to the Company or its authorised representative in writing any reason for such absence;

3.2 "Acceptance Form" means the form (including any electronic form) that a Grantee submits indicating acceptance of a Grant made to him;

3.3 "Act" means the Companies Act, 2013 and the rules made thereunder, including statutory modifications, amendments and re-enactments thereof;

3.4 "Aggregate Exercise Price" means the Exercise Price multiplied by the number of Vested Options validly Exercised;

3.5 "Applicable Law" means the Act, the Securities and Exchange Board of India Act, 1992, the SEBI Regulations, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the SEBI (Prohibition of Insider Trading) Regulations, 2015, applicable tax laws, FEMA and rules/regulations thereunder, applicable stock exchange requirements, and all other laws, rules and regulations applicable to the Scheme, the Company or the Trust, each as amended, modified or re-enacted from time to time;

3.6 "Beneficiary" or "Nominee" means the person(s) nominated by a Grantee under Clause 16, or, failing such nomination, the legal heir(s)/representative(s) of the Grantee entitled to receive the benefits under the Scheme in accordance with Applicable Law;

3.7 "Board" means the Board of Directors of the Company constituted in accordance with the Act;

3.8 "Cause" means dishonest conduct, fraud, breach of trust, serious misconduct, criminal conduct involving moral turpitude, material breach of employment obligations or other conduct determined by the Company, as per its policy, to constitute cause, after following applicable process;

3.9 "Company" or "SPFL" means Sarla Performance Fibers Limited, a company incorporated under the Companies Act, 1956 having CIN L31909DN1993PLC000056;

3.10 "Compensation Committee" means the Nomination and Remuneration Committee ("NRC") of the Board, designated as the Compensation Committee of the Company for the purposes of the Scheme and the SEBI Regulations;

3.11 "Corporate Action" means any rights issue, bonus issue, stock split, consolidation, merger, demerger, amalgamation, sale of division, buy-back, scheme of arrangement, change in control or other corporate action affecting the Shares, and shall have the meaning assigned under the SEBI Regulations;

3.12 "Director" means a director on the Board of the Company; For the eligibility provisions relating to a Subsidiary Company, references to a director include a director of that Subsidiary Company, subject to the exclusions in Regulation 2(1)(i).

3.13 "Effective Date" means the date on which the requisite shareholders' Special Resolutions approving this Scheme and its implementation through the Trust, Secondary Acquisition and Company funding under this Scheme are passed; Grants to Subsidiary Company employees additionally require the separate approval applicable to that class;

3.14 "Eligibility Criteria" means the criteria determined by the NRC from time to time for identifying Employees eligible for Grants under Clause 5;

3.15 "Eligible Employee" for the purpose of this Scheme means an Employee identified as eligible in accordance with Clause 5, but does not include – (i) an Employee who is a Promoter or belongs to the Promoter Group of the Company; (ii) 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; or (iii) the Non-Executive Chairman of the Company; or (iv) any other person excluded under the SEBI Regulations;

3.16 "Employee" means (a) an employee as designated by the Company, exclusively working in India or outside India; (b) a Director of the Company, whether whole-time or not, including a non-executive Director who is not a Promoter or member of the Promoter Group (no Options being granted to a non-executive Director unless the approval of the shareholders required under Regulation 17(6)(c) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 has been obtained), but excluding an Independent Director and the Non-Executive Chairman of the Company; or (c) an employee as described in (a) or (b) of a Subsidiary Company of the Company, in India or outside India, in each case subject to the exclusions in Regulation 2(1)(i) of the SEBI Regulations;

3.17 "Exercise" means the making of an application by a Grantee (or his Beneficiary/Nominee, as applicable) to the Company or the Trust for transfer of Shares against Vested Options in pursuance of the Scheme, upon payment of the Exercise Price;

3.18 "Exercise Date" means the date on which a Grantee validly Exercises his Vested Options and, in case of partial Exercise, each date on which the Grantee Exercises part of his Vested Options;

3.19 "Exercise Period" means the period, as specified in the Grant Letter and this Scheme, within which a Grantee may Exercise his Vested Options;

3.20 "Exercise Price" means the price payable by a Grantee for Exercising a Vested Option, determined in accordance with Clause 11;

3.21 "General Meeting" means a general meeting (including an extraordinary general meeting, or approval obtained by way of postal ballot in lieu thereof) of the shareholders of the Company held/obtained in accordance with the Articles of Association of the Company and Applicable Law;

3.22 "Grant" means the process by which the Company, through the NRC, grants Options under the Scheme;

3.23 "Grant Date" means the date on which the NRC approves the Grant of Options to a Grantee;

3.24 "Grant Letter" means the letter (including in electronic form) by which a Grant is communicated to a Grantee;

3.25 "Grantee" means an Eligible Employee to whom an Option has been granted, who at the time of Grant is eligible to participate in the Scheme;

3.26 "Long Leave" means a leave of absence of such duration or nature as is treated as long leave under the policy of the Company or the applicable employing entity, subject always to Applicable Law;

3.27 "Market Price" means the latest available closing price of a Share on a Recognised Stock Exchange on the date immediately preceding the relevant Grant Date or Exercise Date, as applicable. Where Shares are listed on more than one Recognised Stock Exchange, the closing price on the exchange having the higher trading volume shall be used, in accordance with Regulation 2(1)(x);

3.28 "NRC" means the Nomination and Remuneration Committee of the Board, acting as the Compensation Committee for the purposes of the Scheme;

3.29 "Option" means an option granted to an Eligible Employee which gives such Employee the right, but not the obligation, to acquire at a future date one Share per Option from the Trust at the predetermined Exercise Price, subject to the Scheme;

3.30 "Option Pool" means the maximum 39,75,150 (Thirty-Nine Lakh Seventy-Five Thousand One Hundred and Fifty) Options available for Grant under this Scheme, subject to adjustment for Corporate Actions and Applicable Law;

3.31 "Participant" means a Grantee who has accepted a Grant in accordance with Clause 9;

3.32 "Permanent Incapacity" means any incapacity, whether physical, mental or otherwise, which prevents or handicaps a Grantee from performing his role, as determined by the Board based on a certificate from a medical expert identified by the Board;

3.33 "Promoter" and "Promoter Group" shall have the meanings assigned to them under Applicable Law;

3.34 "Recognised Stock Exchange" means a recognised stock exchange, as defined under the Securities Contracts (Regulation) Act, 1956, on which the Shares are listed;

3.35 "Relative" shall have the meaning assigned under the Act;

3.36 "Scheme" means this "Sarla Performance Fibers Limited Employee Stock Option Plan 2026", implemented through the Trust, and includes any further alterations, amendments, additions, deletions or variations made from time to time in accordance with Clause 26;

3.37 "SEBI Regulations" means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, issued by SEBI under the SEBI Act, 1992, as amended from time to time, or such other rules or regulations as may be applicable from time to time;

3.38 "Secondary Acquisition" means the acquisition of existing Shares of the Company by the Trust on the platform of a Recognised Stock Exchange for cash consideration, for transfer to Participants upon valid Exercise; this is the sole sourcing route authorised by this Scheme;

3.39 "Share" means an equity share of face value ₹1 (Rupee One) each in the paid-up equity share capital of the Company;

3.40 "Subsidiary Company" shall have the meaning assigned under the Act;

3.41 "Termination Date" means the date of termination/cessation of employment of a Grantee with the Company or a Subsidiary Company, as applicable;

3.42 "Transfer" means the transfer by the Trust of Shares already acquired through Secondary Acquisition to a Participant pursuant to valid Exercise of Options in accordance with this Scheme and Applicable Law;

3.43 "Trust" means the "SPFL ESOP Trust", an irrevocable trust established, or to be established, by the Company for implementation and administration of the Scheme in accordance with the SEBI Regulations;

3.44 "Trust Deed" means the deed by which the Trust is constituted, together with any amendments thereto;

3.45 "Trustee" means the person(s)/entity appointed as trustee(s) of the Trust under the Trust Deed;

3.46 "Unappropriated Inventory" means Shares acquired by the Trust through Secondary Acquisition and not yet appropriated against Grants;

3.47 "Unvested Option" means an Option which is not a Vested Option;

3.48 "Vested Option" means an Option which has Vested with a Participant in pursuance of Clause 10 and has thereby become exercisable.

3.49 "Vesting" means the process by which a Participant becomes entitled to Exercise the Option granted to him, in pursuance of Clause 10;

3.50 "Vesting Date" means the respective date(s) on and from which an Option Vests with the Participant and thereby becomes exercisable;

3.51 "Vesting Period" means the period during which Vesting of Options granted under the Scheme takes place;

4. NOTIFICATION OF THE SCHEME

4.1 The Company, through the Board/NRC, shall notify the Scheme upon the requisite approvals. As on the date of this document, no Options have been granted and no Shares have been allotted under this Scheme or under the 2025 Plan.

4.2 The Board/NRC may, subject to a Special Resolution passed at a General Meeting where required, at any time and from time to time, add to, amend, alter or revoke the Scheme, in accordance with Clause 26.

Note: The Trust shall be established, and Secondary Acquisition and Company funding to the Trust shall be undertaken, only upon and strictly in accordance with the shareholder approvals referred to in this Scheme and Applicable Law. This Scheme is proposed to be placed before shareholders together with an explanatory statement disclosing, at a minimum, the proposed Secondary Acquisition ceiling, the Trust funding formula and terms (including interest, tenure, utilisation, repayment and security terms) and the Exercise Price methodology set out herein.

5. ELIGIBILITY

5.1 The eligibility to participate in the Scheme is subject to such criteria as may be decided by the NRC at its discretion, including, but not limited to, date of joining, grade, performance evaluation, period of service, role criticality, retention requirements or any other criteria the NRC determines.

5.2 The Scheme shall be applicable to the Company and, as determined by the NRC in accordance with the Scheme, to Employees and Directors of the Company and its Subsidiary Companies, present and future. Any Grant to Employees of a Subsidiary Company shall be made only to the extent permitted under the SEBI Regulations and Applicable Law and subject to the shareholder approval required thereunder.

5.3 Based on the Eligibility Criteria under Clauses 5.1 and 5.2, the NRC shall decide the Eligible Employees and the Company shall accordingly Grant Options to such identified Employees.

5.4 The appraisal process for determining eligibility shall be specified by the NRC and may be based on criticality of role, designation, length of service, past performance, future potential of the Employee and/or such other criteria as the NRC determines in its sole discretion.

5.5 No Option shall be granted to a person excluded from the definition of "Eligible Employee" or otherwise prohibited from participating under Applicable Law.

5.6 Grants to Employees working outside India or subject to foreign tax laws shall be made only after the Company has established the applicable securities-law, tax, exchange-control, banking, depository and reporting requirements for both the Grant and the subsequent transfer of Shares by the Trust. Before any such Grant, the Company shall document the lawful settlement route, including the applicable FEMA pricing treatment, and obtain any approval required by Applicable Law. Neither eligibility under this Scheme nor approval of an Exercise Price constitutes an exemption from those requirements. Country-specific administrative terms may be adopted within this Scheme; any substantive variation shall require the approval prescribed by Clause 26.

5.7 Where an otherwise Eligible Employee is a director nominated by an institution, the agreement between the institution and that director shall specify whether Grants may be accepted in that capacity, prohibit renunciation

in favour of the institution and specify the conditions for accepting fees, commissions and other incentives. The institution shall file the agreement with the Company; the Company shall file it with each Recognised Stock Exchange on which its Shares are listed; and the director shall furnish it at the first Board meeting attended after nomination, in accordance with Regulation 4. An Independent Director remains ineligible.

6. SUPERVISION AND ADMINISTRATION OF THE SCHEME

6.1 Supervision

This Scheme shall be supervised by the NRC, acting under powers delegated by the Board. The NRC is authorised to interpret the Scheme, establish, amend and rescind rules relating to it, and make any determination it deems necessary or desirable for its supervision and implementation, including correcting any defect, omission or inconsistency and resolving any difficulty in implementation. The acts of a majority of the members of the NRC present at a meeting at which quorum is present, or acts approved in writing by a majority of the entire NRC, shall be the acts of the NRC for the purposes of the Scheme. No member of the NRC shall act upon any matter specifically relating to such member. The NRC shall be constituted and function in accordance with Regulation 5(2) of the SEBI Regulations read with Regulation 19 of the Listing Regulations; its meeting, quorum, voting and circular-resolution procedures shall comply with Applicable Law.

6.2 The NRC shall, in accordance with the Scheme and Applicable Law, determine, inter alia: (a) the Eligibility Criteria for Grant of Options; (b) the quantum of Options to be granted per Employee, subject to the ceiling in Clause 7; (c) the terms and conditions of Grant, Vesting and Exercise, and the Exercise Price, which may differ between classes of Employees or tranches; (d) the procedure for fair and reasonable adjustment on Corporate Actions; (e) the procedure and terms for Grant, Vesting and Exercise for Employees on Long Leave; (f) disallowance of Options on misconduct by a Grantee; (g) the procedure for Vesting on termination of employment; (h) matters relating to the Trust and administration of the Scheme through the Trust; (i) the procedure for funding of Exercise, as permitted under Applicable Law; and (j) approval of forms, writings and agreements for use under the Scheme; and (k) the procedure and applicable terms for any buy-back of specified securities, including permitted financing sources, minimum financial thresholds and quantum limits, in accordance with Part B(k) of Schedule I and Applicable Law.

6.3 Any decision of the NRC in the interpretation and supervision of this Scheme shall be within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned, including the Company, Trust, Employee, Grantee, Participant, Nominee, Beneficiary and their respective successors. The NRC shall not be liable for any action or determination made in good faith in relation to the Scheme or any Option granted thereunder.

6.4 The NRC shall formulate the detailed terms and conditions of the Scheme, which shall not be inconsistent with, or in violation of, the Act and the SEBI Regulations.

6.5 The NRC shall frame suitable policies and procedures to ensure that there is no violation of securities laws by the Company, the Trust or its Employees, including the SEBI (Prohibition of Insider Trading) Regulations, 2015, the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the SEBI Regulations, as applicable.

6.6 Administration through the Trust

The NRC shall delegate administration of the Scheme to the Trust in accordance with Regulation 5(1), while retaining supervision and the decisions reserved to the Compensation Committee. The Trust shall not independently determine the recipients or quantum of Grants, Exercise Price or vesting terms. The delegation and operational responsibilities shall be recorded by the NRC before implementation.

6.7 The Trust shall be governed by, and shall act only in accordance with, the Trust Deed, this Scheme, directions validly issued by the NRC within its authority, and Applicable Law. The Trust shall not deal in derivatives and shall undertake only delivery-based transactions; no Trustee may be a director, key managerial personnel or promoter of the Company or its group company (including any holding, subsidiary or associate company), or a relative of any such director, key managerial personnel or promoter, or beneficially hold ten per cent or more of the paid-up share capital or voting rights of the Company; the Trustees shall not vote in respect of the Shares held by the Trust; proper books and records shall be maintained; and Trust shareholding shall be

disclosed as non-promoter and non-public and excluded from minimum public shareholding, in accordance with Regulation 3 of the SEBI Regulations.

6.8 Where individual Trustees or a one person company are appointed as Trustee(s), there shall be at least two Trustees; where an eligible corporate entity is appointed as Trustee, it may act as sole Trustee, in each case subject to Regulation 3(4) of the SEBI Regulations.

6.9 The Company may lend monies to the Trust for acquisition of Shares under the Scheme, subject to a Special Resolution passed under Rule 16(1)(a) of the Companies (Share Capital and Debentures) Rules, 2014. At all times, the value of Shares to be purchased through Secondary Acquisition in the aggregate together with the money provided by the Company shall not exceed 5% (five per cent) of the aggregate of the paid-up capital and free reserves of the Company, as determined from time to time in accordance with Rule 16(1)(d) and Applicable Law. The explanatory statement to the Postal Ballot Notice shall disclose the proposed interest (if any), tenure, utilisation, repayment terms, security (if any) and number of tranches of such funding.

6.9A For avoidance of doubt, Company funding under Clause 6.9 is a facility for Secondary Acquisition of Shares for implementation of the Scheme and for charges directly incidental to such acquisition, and not a facility to reimburse or make good, after acquisition, any difference between the Trust's cost of acquisition of Shares and the Exercise Price. The loan shall be interest-free and unsecured, with recourse limited to the assets of the Trust, and co-terminus with the Scheme. No separate fixed rupee cap applies; the amount available for disbursement from time to time shall be determined strictly in accordance with the shareholder-approved formula and Rule 16(1)(d). Repayment may be sourced from Exercise Price, dividends, proceeds of sales permitted by Regulation 3(15) and any other income of the Trust.

6.10 The Trust shall maintain separate records, books and accounts as required under Applicable Law and shall ensure that transactions relating to the Scheme are separately identifiable from any other scheme it may administer.

6.11 The Trust Deed shall contain, at a minimum, the provisions required under Part A of Schedule I to the SEBI Regulations, and the Trust Deed and any modifications thereto shall be filed with the Recognised Stock Exchanges as required under Applicable Law.

Note: As on the date of this document, the Trust is proposed to be established as the "SPFL ESOP Trust"; the proposed sole corporate Trustee is Onetrust Managers Private Limited, whose appointment takes effect on execution of the Trust Deed, which shall be filed with the Recognised Stock Exchanges. Company funding under Clause 6.9 shall be provided only to the extent permissible from time to time under Rule 16(1)(d), so that the value of Shares to be purchased in the aggregate together with the money provided by the Company does not exceed 5% of the aggregate of the paid-up capital and free reserves of the Company. No separate fixed rupee cap is proposed.

7. SHARE / OPTION POOL

7.1 Subject to Clause 18 (Corporate Actions), the maximum number of Shares that may be transferred pursuant to Exercise of Options granted under this Scheme shall not exceed the Option Pool, being 39,75,150 (Thirty-Nine Lakh Seventy-Five Thousand One Hundred and Fifty) Shares, representing 5% (five percent) of the Company's current paid-up equity capital of 7,95,03,000 Shares.

7.2 Shares required for implementation of the Scheme shall be sourced only through Secondary Acquisition by the Trust on the platform of a Recognised Stock Exchange for cash consideration, subject to the shareholder approval under Regulation 6(3)(a), Rule 16 and all other Applicable Law. The Trust shall transfer such Shares to Participants upon valid Exercise. Any future proposal to use Primary Issuance shall require the approvals and compliances then applicable and is not authorised by this Scheme.

7.3 Options with respect to which a Grant remains unexercised at expiry, or which are forfeited, surrendered or lapsed, shall be added back to the Option Pool and may, at the Company's discretion, be re-granted within the overall limit determined under the Scheme.

7.4 In the case of a share split, consolidation, bonus issue, rights issue or other Corporate Action, the Option Pool and the number/Exercise Price of outstanding Options shall be adjusted so that the economic value of the entitlement, and the aggregate economic entitlement, remains unchanged, subject to the SEBI Regulations.

7.5 During any one financial year, no Employee shall be granted Options equal to or exceeding 1% of the issued capital of the Company (excluding outstanding warrants and conversions) unless separate shareholder approval by Special Resolution is obtained under Regulation 6(3)(d). Grants to employees of a Subsidiary Company shall be subject to the separate approval required by Regulation 6(3)(c). The one-per-cent test shall be applied using issued capital at the time of Grant, and the separate approval shall identify each affected Employee by name.

7.6 Secondary Acquisition by the Trust in any financial year shall not exceed 2% of the paid-up equity capital of the Company as at the end of the previous financial year. The total number of Shares held through Secondary Acquisition shall at no time exceed the applicable 5% ceiling for ESOS and for all schemes in aggregate, computed at Company level across all trusts and schemes in accordance with Regulation 3(11), including its corporate-action adjustments. Any acquisition to maintain the 5% cap after capital expansion by preferential allotment or qualified institutions placement shall require the separate approval under Regulation 6(3)(b). These statutory ceilings operate independently of the Option Pool.

7.7 Shares acquired through Secondary Acquisition and not backed by Grants shall constitute Unappropriated Inventory and shall be appropriated against Grants within a reasonable period not extending beyond the end of the subsequent financial year, or the second subsequent financial year only with the approval of the NRC/Compensation Committee, in accordance with Regulation 3(12).

7.8 Shares acquired through Secondary Acquisition shall be held by the Trust for a minimum period of six months. The only exception to this minimum holding period is where the Shares are required to be transferred in the circumstances specified in Regulation 3(14)(b), namely participation in an open offer, buy-back, delisting or other exit offered generally to shareholders. Transfer to an Employee pursuant to Exercise under Regulation 3(14)(a) is not an exception to the six-month holding requirement. The Trust shall not operate as a mechanism for trading in Shares and may sell Shares only in the circumstances permitted by Regulation 3(15). Off-market transfers shall be confined to transfers to Employees under the Scheme and the circumstances in Regulation 3(14)(b).

7.9 Before approving each Grant, the NRC shall document that outstanding delivery obligations, together with the proposed Grant, can be met from existing uncommitted Trust holdings and further Secondary Acquisition lawfully available within the annual, aggregate and shareholder-approved limits. Acquisition planning shall also accommodate the six-month holding requirement and accelerated Vesting on death or Permanent Incapacity. No Grant shall be made in excess of that capacity. If the circumstances in Explanation 4 to Regulation 3(11) nevertheless arise, the Company shall comply with the obligation to make good the shortfall by new issue to the Trust in accordance with Applicable Law and shall procure the required approvals and compliances. The secondary-only authority in this Scheme does not waive that statutory obligation or itself authorise a new issue. Employee rights shall not be extinguished merely because of an inventory shortfall.

8. GRANT OF OPTIONS

8.1 The NRC shall approve Grants of Options to one or more Eligible Employees in accordance with the Scheme. Employees are not required to pay any amount at the time of Grant.

8.2 Subject to the overall limit in Clause 7, Options may be granted in one or more tranches, and the specific vesting schedule and conditions applicable to a Grant shall be communicated in the Grant Letter.

8.3 Each Grant shall be made in writing (including electronically) and communicated to the Grantee by a Grant Letter stating the number of Options granted, the Grant Date and the Exercise Price.

8.4 The Grant may be communicated by the Company or by the Trust on behalf of the Company, as determined by the NRC.

8.5 An offer made under this Clause 8 is personal to the Grantee and cannot be transferred in any manner whatsoever, save as provided in Clause 17.

8.6 Before an offer is made, the Company shall provide prospective Grantees with the disclosures prescribed by Regulation 16(2) and Part G of Schedule I to the SEBI Regulations, including the statement of risks, Company information and salient Scheme terms. The Company shall also provide Grantees with the documents sent to Members, including annual accounts, meeting notices and explanatory statements, as required by Part

G(B)(4). Any exercise or sale advice supplied by the administrator shall carry the risk disclosures and fiduciary safeguards in Part G(C).

9. METHOD OF ACCEPTANCE

9.1 The Grantee may accept a Grant within the period specified by the NRC, not exceeding 60 (sixty) days from receipt of the Grant Letter, unless otherwise permitted by the NRC, by submitting a duly completed Acceptance Form.

9.2 Upon receipt of the Acceptance Form, the Grantee shall become a Participant, and the acceptance shall conclude a contract between the Grantee and the Company on the terms of the Scheme and the Grant Letter, pursuant to which each Option granted shall, on such acceptance, be an Unvested Option. This acceptance procedure shall not postpone or defeat the statutory vesting of Options already granted on death or Permanent Incapacity under Clauses 13.4 and 13.5.

10. VESTING OF OPTIONS

10.1 Subject to Clause 13, Unvested Options shall vest in accordance with the Grant Letter, subject to continued employment/service and performance or other conditions specified by the NRC. The minimum Vesting Period shall be one year and the maximum period within which a Grant shall vest shall be five years from the Grant Date, except where Applicable Law permits or requires earlier vesting, including death or Permanent Incapacity under Regulations 9(4), 9(5) and 18(1). For replacement Options granted in lieu of options held in a company merged, demerged, arranged or amalgamated with the Company, the period for which the original options were held shall be credited against the one-year minimum, as required by Regulation 18(1).

10.2 Upon Vesting, Options shall be exercisable under the Scheme. Options failing the applicable vesting conditions by the relevant Vesting Date shall lapse unless the Scheme or Applicable Law requires otherwise. Lapse does not extinguish accrued statutory rights, refund entitlements or liability for breach of the Scheme.

10.3 The NRC may determine different vesting schedules and conditions within the one-year minimum and five-year maximum. Maternity leave and other leave which Applicable Law requires to be treated as service shall not interrupt Vesting. The NRC may prescribe treatment of other Long Leave in the Grant Letter or policy, consistently with Schedule I Part B(h) and Applicable Law.

10.4 Fractional entitlements shall be rounded in a manner determined by the NRC. Vesting shall be communicated through a vesting letter or electronic communication, and no amount shall be payable at Vesting.

10.5 Neither the Participant, nor any person entitled to exercise the Participant's rights on his death, shall be entitled to any dividend or voting right in respect of Options granted/Vested until Shares are transferred pursuant to valid Exercise.

11. EXERCISE PRICE

11.1 The Exercise Price shall be determined by the NRC on the Grant Date at the Market Price or at such discount to the Market Price as the NRC determines and records, subject to a minimum of the face value of a Share and Applicable Law. The price may differ between Grants and between Employees or categories of Employees on objective criteria recorded by the NRC. For Participants subject to United States taxation, the Exercise Price shall not be less than the grant-date fair market value determined under applicable United States tax rules, and the Grant shall satisfy the other conditions for exemption from Section 409A of the United States Internal Revenue Code. No Grant shall be made where these requirements cannot be satisfied within the shareholder-approved Scheme. The Company shall comply with Regulations 17 and 15 of the SEBI Regulations.

12. EXERCISE OF OPTIONS AND TRANSFER OF SHARES

12.1 Subject to Clause 13 below, the Participant alone can Exercise his Vested Options within the Exercise Period specified in the Grant Letter, which shall not, save as required under Applicable Law, extend beyond a maximum of 5 (five) years from the date of the relevant Vesting. Options may be Exercised at one time or at various points of time within the Exercise Period, as determined by the NRC.

12.2 The Vested Options will be Exercisable by written application (including through the Company's designated ESOP platform) to the Company or the Trust, executing such documents as may be prescribed. No Vested Option shall be Exercisable in fractional form.

12.3 The Aggregate Exercise Price shall be paid in full upon Exercise, by (i) cheque or demand draft in favour of the Trust; (ii) remittance from the Participant's bank account to the Trust's bank account; or (iii) any combination of such methods or such other method acceptable to the Trust/NRC at its sole discretion. Cash payment shall not be accepted.

12.4 The NRC may approve a cashless/assisted Exercise mechanism. No money lent by the Company to the Trust shall be used to fund a cashless/assisted Exercise. Under such mechanism, an empanelled stock broker may, subject to Applicable Law, arrange any interim funding of the Exercise Price, applicable taxes and related expenses, and recover the same from the sale proceeds of some or all of the Shares arising on Exercise. Such mechanism may include: (i) validation of Vested Options; (ii) the Exercise application; (iii) computation of the Exercise Price and estimated tax liability; (iv) sale, on the Participant's behalf, of only such number of Shares as is necessary to realise proceeds sufficient to cover the Exercise Price, taxes and transaction costs; (v) remittance of such proceeds to the Trust towards the Exercise Price and to the statutory authorities towards taxes, as required; and (vi) credit of the balance Shares to the Participant's demat account, and any residual cash balance to the Participant's designated bank account, within the timelines prescribed under Applicable Law.

12.5 On valid Exercise and receipt of the Aggregate Exercise Price and applicable taxes, the Trust shall transfer the corresponding Shares to the Participant's demat account, ordinarily within 60 days, subject to the six-month minimum holding period under Regulation 3(13), Applicable Law and completion of mandatory formalities. The NRC shall plan acquisitions and Exercises to meet this timeline. No fresh issue of Shares is authorised under this Scheme.

12.6 Upon valid Exercise and transfer of the relevant Shares by the Trust to the Participant, the Participant shall become a member of the Company in respect of such Shares. The Shares so transferred shall rank pari passu in all respects with the existing Shares of the Company, subject to Applicable Law.

12.7 The Company and the Trust may consolidate Exercise applications for administrative processing, provided that processing is completed promptly and without prejudice to Participants' rights. Any material delay and its reasons shall be communicated to the affected Participant. Nothing in this Clause excludes liability for breach of this Scheme or Applicable Law.

12.8 No Exercise shall be processed where the Participant is in breach of the Scheme, applicable tax obligations, securities laws or other mandatory requirements. The Trust shall comply with all restrictions applicable to sale of Trust-held Shares under Clause 7, and shall not sell Shares merely for trading or price appreciation. This provision shall not be used to cancel or indefinitely suspend Vested Options for unrelated alleged breaches contrary to Regulation 9 or the pre-disclosed Grant terms.

12.9 Options not exercised within the applicable Exercise Period shall lapse. Exercise consideration received for a valid Exercise shall not be forfeited merely because delivery is delayed or fails for reasons attributable to the Company or Trust; accrued rights and remedies remain unaffected.

13. TERMINATION OF EMPLOYMENT

13.1 On Resignation / Termination without Cause

Where the employment of a Participant with the Company or a Subsidiary Company (as applicable) terminates (including by resignation) for any reason other than as specified in Clauses 13.2 to 13.6, all Unvested Options held by the Participant on the Termination Date shall lapse. Vested Options shall be exercisable within 90 (ninety) days from the Termination Date, or the balance of the Exercise Period under Clause 12.1, whichever is shorter, unless the NRC allows a longer period.

13.1A Notwithstanding any discretion elsewhere in the Scheme, on resignation or termination (other than retirement, superannuation or approved early retirement under Clause 13.3), all Options granted but unvested as on the date of cessation shall expire in accordance with Regulation 9(6). Vested Options shall be retained and may be exercised only within the period specified by the Scheme/Grant Letter and Applicable Law.

13.2 On Termination for Cause

Unvested Options shall lapse upon termination for Cause. Treatment of Vested Options shall be determined in accordance with the terms formulated by the NRC, as Compensation Committee, under Regulation 5 of the SEBI Regulations and the Grant Letter, and no Vested Option shall be cancelled except to the extent expressly permitted under Applicable Law.

13.3 On Retirement / Superannuation / Approved Early Retirement

Cessation of employment due to retirement or superannuation, or an early retirement approved by the Company or a Subsidiary Company (as applicable), is not treated as resignation or termination for the purposes of this Scheme. All Options granted to the Participant shall continue to vest in accordance with their respective vesting schedules notwithstanding such cessation, subject to the Company's applicable policies and Applicable Law, and Vested Options may be Exercised in accordance with Clause 12 and the Grant Letter.

13.4 On Permanent Incapacity

Where a Grantee suffers Permanent Incapacity while in employment, all Options granted up to that date shall vest in that Grantee on that date under Regulation 9(5), without the one-year minimum. The Grantee may Exercise within the applicable Exercise Period. Where incapacity prevents personal action, a lawful guardian or other representative legally authorised to act for the Grantee may complete Exercise and related formalities on the Grantee's behalf on production of evidence of authority. A nomination alone does not transfer ownership during the Grantee's lifetime. The NRC shall facilitate the process and shall not deny statutory Vesting or Exercise rights.

13.5 On Death of a Participant

In the event of death of a Grantee while in employment, all Options granted up to death shall vest, with effect from the date of death, in the legal heirs or nominees, as applicable, under Regulation 9(4), without the one-year minimum. They may Exercise within the applicable Exercise Period after reasonable succession and identity verification under Clause 16. No acceptance-form requirement shall defeat these rights. The NRC shall implement an appropriate death and incapacity policy under Regulation 18(1), consistent with Clauses 13.4 and 13.5, and shall not deny or withhold these statutory rights.

13.6 On Abandonment

Where termination of employment is on account of Abandonment, Unvested Options shall lapse on the Termination Date. Treatment of Vested Options shall be determined by the NRC, as Compensation Committee, in accordance with the terms formulated under Regulation 5 of the SEBI Regulations and the Grant Letter, and no Vested Option shall be cancelled except to the extent expressly permitted under Applicable Law.

13.7 Long Leave

Employment shall not be deemed to terminate merely on account of sick leave or other bona fide leave of absence duly approved in accordance with the applicable policy. Maternity leave and any other statutory or protected leave that Applicable Law requires to be treated as service shall not interrupt Vesting. The treatment of Grant, Vesting and Exercise during any other Long Leave shall be determined by the NRC in accordance with Clause 10.3, the applicable policy, Schedule I Part B(h) of the SEBI Regulations and Applicable Law.

13.8 No Additional Rights

Participation does not itself confer a right to continued employment or additional compensation for loss of employment. Nothing in this Clause excludes statutory remedies, accrued rights under the Scheme or liability for wrongful conduct or breach of the Scheme.

14. NOTICES AND CORRESPONDENCE

14.1 Any notice or correspondence to be given by a Participant/Nominee to the Company, NRC, Board or Trust may be given at the registered/corporate office of the Company or at such place as may be notified in writing.

14.2 Any notice or correspondence to be given by the Company/NRC/Board to a Participant/Nominee shall be given at the address/email provided by the Participant in his Acceptance Form or nomination made under Clause 16.

14.3 Notices to the Trust shall be given to the Trustee(s) at the address/email specified in the Trust Deed.

14.4 Electronic communication through the Company's designated ESOP platform shall constitute valid communication for the purposes of this Scheme, where permitted under Applicable Law.

15. LOCK-IN

15.1 Shares transferred upon Exercise of Options shall generally be freely transferable, save that transferability shall be subject to (i) any lock-in period expressly specified in the Grant Letter, provided such lock-in is permitted under Applicable Law; and (ii) restrictions under the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct for Prevention of Insider Trading, as amended from time to time.

16. BENEFICIARY / NOMINEE DESIGNATION

16.1 Each Participant may, from time to time, nominate a Beneficiary or Beneficiaries to whom any benefit accrued under the Scheme is to be delivered in the event of his death before he receives the full benefit. Each such nomination revokes all prior nominations by the same Participant, shall be in the form prescribed by the Company and shall be effective only when filed with the Company during the Participant's lifetime.

16.2 To Exercise Vested Options, legal heirs and Nominees shall produce all documents required by the Trust/Company, including a copy of the nomination form (if any), certified copy of the succession certificate/probate of will/letter of administration, certified copy of the death certificate, KYC documents and such bonds/indemnities as may be required to establish succession or inheritance and safeguard the interests of the parties concerned. The Trust/NRC may, at its discretion, waive whole or part of this requirement on a case-to-case basis.

17. NON-TRANSFERABILITY OF OPTIONS

17.1 Save as provided in Clause 16, the Options granted under this Scheme are personal to the Participant. Options cannot be assigned, alienated, pledged, attached, hypothecated, sold or otherwise transferred or encumbered by the Participant/Nominee, other than by will or by the laws of succession, to the extent permitted under Applicable Law, and any purported transfer or encumbrance not permitted herein shall be void and unenforceable against the Company.

18. CORPORATE ACTIONS

18.1 In the case of a Corporate Action, the NRC shall, having regard to global best practice, endeavour to ensure that the Vesting Period and the life of outstanding Options remain unaltered as far as possible, so as to protect the rights of Participants. If a change in control occurs, the NRC may make such adjustments as it considers necessary or appropriate (including, without limitation, substitution of the underlying stock and acceleration of exercisability), provided that such adjustments do not have a substantial adverse economic impact on the Participant, as determined at the time of adjustment.

18.2 The NRC shall, in accordance with the Applicable Law, determine the procedure for making a fair and reasonable adjustment to the entitlements of a Grantee in the case of a stock split, consolidation, rights issue, bonus issue, merger, demerger, amalgamation, sale of division or any other form of corporate restructuring, subject to Regulation 5(3) read with Part B of Schedule I to the SEBI Regulations, and other applicable provisions of the SEBI Regulations, and such adjustment shall not be prejudicial to the interests of Employees.

18.3 If the Company issues bonus or rights Shares, a Grantee shall not be eligible for such bonus or rights Shares in his capacity as Grantee, except that his entitlement to the number of Options and the Exercise Price shall be adjusted as determined by the NRC. Only where the Options have vested, been Exercised and the Grantee holds Shares of the Company, shall he be entitled to bonus or rights entitlements as a Shareholder.

19. WITHHOLDING TAX OR ANY OTHER SUMS

19.1 All Options granted under this Scheme shall be subject to all applicable taxes, withholding tax, levies, contributions or other sums (by whatever name called) arising from participation in the Scheme, and the Company may withhold such amounts in full, unless it decides to withhold only in part. Any discretion as to recovery from the Employee shall not reduce or waive a statutory withholding or remittance obligation; any amount borne by the Company shall be accounted for and discharged in accordance with Applicable Law.

19.2 Notwithstanding anything in the Scheme, if any levy, tax, contribution or payment becomes due or payable by the Company/Employing entity in connection with any Grant, Vesting, Exercise or transfer under the Scheme, the same shall be recovered in full from the Participant, unless the Company/NRC at its sole discretion decides to recover only a part thereof.

19.3 No Shares or sale proceeds thereof shall be transferred or disbursed to a Participant/Nominee upon Exercise, unless the levies, taxes, contributions and payments referred to in this Clause 19 have been recovered in full, unless the Company/NRC decides to recover only a part of the same.

20. GOVERNING LAW

20.1 This Scheme and all agreements/arrangements made under it shall be governed by, and construed in accordance with, the laws of India.

20.2 The Participant acknowledges having received and read a copy of the Scheme, and that the Options are subject to the Scheme. Any term of the Scheme that is contrary to the Act, the Companies (Share Capital and Debentures) Rules, 2014, or any other Applicable Law, including FEMA and rules made thereunder, shall not apply to the extent of such inconsistency.

20.3 In order to comply with the laws of any other country, or to avail of any tax or other benefit, the Company/NRC may, at its sole discretion, formulate an addendum to this Scheme applicable to Employees employed in that country, from a date determined by the NRC. Any such addendum must remain within Clause 26 and cannot vary substantive shareholder-approved terms without the required approval.

21. REGULATORY APPROVALS

21.1 Implementation of the Scheme, Grants, Secondary Acquisition and transfers of Shares by the Trust shall be subject to all approvals, filings and permits required under Applicable Law. Participants shall provide such assurances and information as the Company or Trust reasonably requires for legal, tax, accounting and depository compliance.

21.2 This Scheme authorises implementation solely through Secondary Acquisition. Accordingly, the Company shall not rely on this approval for any new issue of Shares to the Trust. If a future new issue is proposed, the Company shall first complete the shareholder, stock-exchange, in-principle approval, merchant-banker and other compliances then applicable under Regulations 10 and 12 and other Applicable Law. Nothing in this Clause excludes Explanation 4 to Regulation 3(11); the preventive controls and statutory shortfall obligation in Clause 7.9 apply.

21.3 The Company shall account for and value Options in accordance with Regulation 15, applicable Accounting Standards/Ind AS and the applicable ICAI guidance on employee share-based payments. For accounting purposes, Grant Date shall be determined in accordance with the applicable accounting standards. Any independent valuation required for another purpose shall be obtained from the person prescribed by Applicable Law.

21.4 Shareholder approval for Secondary Acquisition shall be obtained separately, and such approval shall specify the permitted annual and aggregate percentage/quantum within the regulatory limits set out in Clause 7.

21.5 The Board shall make all relevant disclosures relating to the Scheme in the Board's Report as required under the Act and the Companies (Share Capital and Debentures) Rules, 2014, and shall follow the accounting policies prescribed by the Institute of Chartered Accountants of India and/or the Act, as applicable.

21.6 The Company, Trust and Trustees shall ensure that all stock exchange filings, depository instructions, annual disclosures and other regulatory filings relating to the Scheme are completed within the prescribed timelines.

22. INSIDER TRADING AND SECURITIES LAWS

22.1 The Company, Trust, Trustees, Employees and service providers engaged in connection with the Scheme shall comply with the SEBI (Prohibition of Insider Trading) Regulations, 2015, the SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003, and other applicable securities laws.

22.2 In accordance with Regulation 3(16) of the SEBI Regulations, the Trust shall make disclosures and comply with the other requirements applicable to insiders or promoters under the SEBI (Prohibition of Insider Trading) Regulations, 2015, as applicable. These trading-compliance obligations do not alter the classification of Trust-held Shares as non-promoter and non-public shareholding under Clause 6.7.

22.3 No person connected with the Scheme shall use unpublished price sensitive information for dealing in Shares, and the NRC shall establish suitable procedures to prevent misuse of information and manipulation in connection with Grant, Exercise, Secondary Acquisition and sale of Shares.

22.4 The Trust, Trustees and Employees shall be governed by, and shall comply with, the Company's Code of Conduct for Prevention of Insider Trading framed under the SEBI (Prohibition of Insider Trading) Regulations, 2015, including trading-window closure and pre-clearance requirements, to the extent applicable to their dealings in Shares in connection with the Scheme.

23. ACCOUNTING AND DISCLOSURES

23.1 The Company shall use the fair value method for valuation and accounting of Options and shall comply with Regulation 15, applicable Accounting Standards/Ind AS and applicable ICAI guidance, together with the disclosure requirements under Regulation 14 and Part F of Schedule I.

23.2 Employee share-based payment expense shall be measured and recognised using the grant-date fair value determined under the applicable Accounting Standards/Ind AS. The accounting Grant Date shall be determined under those standards, notwithstanding the Scheme definition used for corporate approval purposes.

23.3 The Board shall disclose the details required by Regulation 14 read with Part F of Schedule I, including Scheme activity, Trust holdings, Secondary Acquisitions, Company funding and permitted sales by the Trust, together with all disclosures required by the Act, Listing Regulations and applicable accounting standards. Part F disclosures required on the Company's website shall be published there, with the relevant web-link in the Board's Report.

23.4 For Grants to employees of a Subsidiary Company, the cost incurred by the Company shall be disclosed in the notes to the Subsidiary Company's financial statements under Regulation 12(4). Where the Subsidiary Company reimburses that cost, the payment and receipt shall be disclosed in the notes to the financial statements of the Subsidiary Company and the Company respectively under Regulation 12(5).

24. CERTIFICATE FROM AUDITORS

24.1 The Board shall, at each Annual General Meeting, place before the shareholders a certificate from the Secretarial Auditor of the Company confirming that the Scheme has been implemented in accordance with the SEBI Regulations and the resolution(s) of the Company in General Meeting.

24.2 The Company shall maintain sufficient records and confirmations from the Trust to enable the Secretarial Auditor to issue such certificate.

25. JURISDICTION

25.1 Any dispute arising under this Scheme shall first be attempted to be resolved amicably within 30 (thirty) days. If not so resolved, the dispute may be referred to a sole arbitrator appointed in accordance with the arbitration provisions contained in the Trust Deed, Grant Letter or employment documentation, as applicable, and conducted in accordance with the Arbitration and Conciliation Act, 1996.

25.2 Nothing in Clause 25.1 shall require, or be construed to require, reference to arbitration of any matter that is not arbitrable under Applicable Law, including matters falling within the exclusive jurisdiction of SEBI, the NCLT/NCLAT, stock exchanges or other statutory or regulatory forums, and proceedings before any such forum shall not be affected by this Clause.

25.3 Subject to Clauses 25.1 and 25.2, the courts/tribunals having jurisdiction over the registered office of the Company shall have jurisdiction in respect of all matters, disputes or differences arising in relation to or out of this Scheme.

25.4 Nothing in this Clause 25 shall limit the right of the Company to bring proceedings against any Employee in connection with this Scheme in any other court of competent jurisdiction, or concurrently in more than one jurisdiction.

26. MODIFICATION OF SCHEME

26.1 Any substantive variation of the Scheme shall be made only by Special Resolution of the shareholders in accordance with Regulation 7 and shall not be prejudicial to the interests of Employees. A variation made solely to meet a regulatory requirement may be made without shareholder approval only to the extent expressly permitted by Regulation 7(2).

26.2 The NRC may formulate administrative procedures and Grant-specific terms only within the boundaries of the shareholder-approved Scheme and Applicable Law; no such procedure or Grant Letter may alter the Option Pool, implementation route, pricing formula, vesting limits or other substantive shareholder-approved term.

26.3 The Company may, by Special Resolution in a General Meeting, vary the terms of Options offered pursuant to an earlier resolution but not yet Exercised by the Employee, provided such variation is not prejudicial to the interests of Employees.

26.4 The Board/NRC may make administrative amendments required solely to implement regulatory or stock exchange requirements, to the extent permitted without shareholder approval, provided that no such administrative amendment shall vary any substantive shareholder-approved term of the Scheme or any Employee entitlement without the approval required under Applicable Law.

26.5 Unexercised Options, whether vested or unvested, may be repriced where the Scheme has become unattractive because of a fall in the market price of Shares only if the repricing is not detrimental to Employees and prior shareholder approval by Special Resolution is obtained under Regulation 7(5).

27. TENURE

27.1 This Scheme shall continue in effect unless terminated by the Company/Board/NRC in accordance with Applicable Law, or until all Options available under the Scheme have been granted and Exercised or otherwise exhausted, whichever is earlier, subject to the outstanding rights of any Grantee.

27.2 Termination or winding up of the Scheme shall be carried out without prejudice to rights already accrued and strictly in accordance with Regulation 8. After meeting all obligations, excess monies or Shares remaining with the Trust shall be used for repayment of loan, distribution to Employees, or, subject to shareholder approval, transferred to another scheme under the SEBI Regulations as recommended by the NRC/Compensation Committee.

28. SEVERABILITY

28.1 If any provision of this Scheme is determined to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and be binding on the parties to the fullest extent permitted under Applicable Law, and the affected provision shall be construed or modified to the minimum extent necessary to make it enforceable and consistent with Applicable Law.

29. SET-OFF

29.1 It shall be the NRC's obligation to convey to the Participant/Nominee that Shares and/or settlement proceeds under the Scheme shall be subject to set-off or counterclaim of amounts owed by the Participant/Nominee to the Company or the Trust, including in respect of funding extended for Exercise and taxes/levies recoverable under Clause 19, to the extent permitted under Applicable Law.

30. COVENANTS OF THE GRANTEE

30.1 The Grantee confirms that he: (i) shall not engage in activities that have, or will have, an adverse impact on the reputation of the Company or its Subsidiary Companies; (ii) shall comply with all Applicable Laws, the Company's policies and its Code of Conduct for Prevention of Insider Trading, including trading-window and pre-clearance requirements; and (iii) shall abide by the terms of his employment with the Company or Subsidiary Company, as applicable.

30.2 The Grantee shall maintain as secret and confidential all Confidential Information (as defined in Clause 32) and shall not use, divulge or disclose the same, except as required under Applicable Law (subject to obtaining the Company's consent, where feasible) or as required by the Company or its Subsidiary Companies.

30.3 The acceptance of a Grant is entirely voluntary, and the Company/NRC does not guarantee any return on Shares or Options. Participation in the Scheme does not create any entitlement to future Grants.

31. MISCELLANEOUS PROVISIONS

31.1 No right to a Grant: Neither the adoption of the Scheme, nor any action of the Company/NRC/Board, shall be deemed to confer on an Employee any right to be granted an Option or to any other right hereunder, except as evidenced by a Grant Letter, and only to the extent of, and on the terms expressly set out in, such Grant Letter.

31.2 No employment rights conferred: Nothing in the Scheme or in any Grant shall (i) confer on any Employee any right with respect to continuation of employment with the Company; or (ii) interfere with the Company's right to terminate his employment at any time.

31.3 Transfer or deputation after Grant: Where a Participant who has already received a Grant is transferred or deputed to a Subsidiary Company or an Associate Company before Vesting or Exercise, Vesting and Exercise shall continue under the terms of Grant and Applicable Law, including Regulation 9(7). This continuation of an existing Grant does not authorise fresh Grants to Associate Company employees. Transfers under a scheme of arrangement, amalgamation, merger or demerger shall be governed by Regulation 9(8), without prejudice to the Employee's interests.

31.4 Regulatory authorisations: The Company shall diligently obtain the approvals necessary to discharge valid Grant obligations. A failure to obtain approval shall not automatically extinguish a Grantee's accrued rights, permit breach of Applicable Law or relieve the Company of the shortfall obligation in Clause 7.9. Any resulting treatment of outstanding Grants shall comply with Regulations 7 and 9 and preserve statutory remedies.

31.5 This Scheme constitutes the entire document in relation to its subject matter and supersedes all prior agreements or understandings, whether oral or written, with respect to such subject matter.

31.6 The Company shall bear the costs of establishing and administering the Scheme and the Trust, including the Trustee's fees and the costs of the Company's auditors or independent advisors engaged in relation to the Scheme; these costs shall not be met out of money lent by the Company to the Trust. The Trust bears only the charges directly incidental to its acquisition or permitted sale of Shares and the taxes on its own income.

31.7 The Trust may receive monies from the Company, Grantees, sale proceeds and other permitted sources solely for the objects of the Scheme, and shall maintain separate books, records and documents for the Scheme. Any surplus monies/Shares remaining with the Trust on winding-up shall be dealt with in accordance with the SEBI Regulations, the Trust Deed and Applicable Law.

32. CONFIDENTIALITY

32.1 A Grantee shall keep the terms of his individual Grant(s), Confidential Information and Scheme-related personal information confidential, provided that this Clause shall not restrict disclosure required under Applicable Law, disclosure made in good faith under the Company's whistle-blower/vigil mechanism, disclosure to SEBI, stock exchanges or other regulators or statutory/judicial authorities, or disclosure to professional advisors on a need-to-know basis.

32.2 "Confidential Information" means any information about the Company or its Subsidiary Companies that: (a) has not been made generally available to the public; (b) is critical to the Company's current or anticipated business, or that of a customer, supplier, associate or channel partner, and whose disclosure would affect competitiveness; (c) has been identified or maintained as confidential; (d) would give a competitor or other person/organisation an advantage if disclosed; or (e) is required to be kept confidential by law, and includes, without limitation, trade secrets, customer and employee information, financial information, business plans, dividend policy, information on proposed issues of Shares/ESOPs, and information relating to mergers, acquisitions or major transactions.

32.3 The Company may disclose information relating to Grantees to the Trust, Trustees, administrators, professional advisors, auditors, brokers, registrars and regulators, to the extent necessary for implementation of, and compliance in respect of, the Scheme.

32.4 Any consequence of a breach of confidentiality under this Clause 32 shall be determined by the NRC in accordance with Applicable Law, the terms of employment and the Grant Letter, and may result in lapse or forfeiture of Unvested Options and such other consequences as are expressly permitted under Applicable Law and the terms of the Scheme/Grant Letter. No Vested Option shall be cancelled on this ground except to the extent expressly permitted under Applicable Law, without prejudice to any other right or remedy available to the Company.

For **Sarla Performance Fibers Limited**

Sd/-
Krishna Jhunjhunwala
Managing Director

Date: 03-11-2026
Place: Mumbai