

**GALAXY SURFACTANTS LIMITED**  
**PERFORMANCE STOCK OPTION PLAN 2025**

Date of approval by the shareholders: June 24, 2025

Date of Approval by the Board of Directors: April 16, 2025

Date of approval by the Nomination and Remuneration Committee: April 16, 2025



‘GALAXY SURFACTANTS LIMITED – PERFORMANCE STOCK OPTION PLAN 2025’  
**SCHEME CUM DISCLOSURE DOCUMENT**

**PART A**

**STATEMENT OF RISKS**

All investments in Shares or options on Shares are subject to risk as the value of Shares may go down or up. In addition, Employee stock options are subject to the following additional risks:

1. **Concentration**: The risk arising out of any fall in value of Shares is aggravated if the Employee’s holding is concentrated in the Shares of a single Company.
2. **Leverage**: Any change in the value of the Share can lead to a significantly larger change in the value of the option.
3. **Liquidity**: The options cannot be transferred to anybody, and therefore the Employees cannot mitigate their risks by selling the whole or part of their options/benefits before they are exercised.
4. **Vesting**: The options will lapse if the employment is terminated prior to vesting. Even after the options are vested, the unexercised options may be forfeited if the employment is terminated for gross misconduct.

## **PART B**

### **INFORMATION ABOUT THE COMPANY**

1. Business of the Company: A description of the main objects and present business of the Company.

History and Business: -

We are one of India's leading manufacturers of surfactants and other specialty ingredients for the personal care and home care industries. Our products find applications in a host of consumer-centric personal care and home care products, including, inter alia, skin care, oral care, hair care cosmetics, toiletries and detergent products.

Since our operations incorporation in 1986, we have significantly expanded our product profile, customer base and geographical footprint. Our customers include some of the leading multinational, regional and local players in home and personal care industries.

Our manufacturing facilities are located at 3 locations (Tarapur, Taloja and Jhagadia) in India and 1 in Egypt and 1 in United States.

Main objects: -

The main objects contained in our Memorandum of Association are as follows:

To carry on business as manufacturers, agents and traders in Surface Active Agents of Anionic, Cationic, Nonionic and Amphoteric nature, Textile chemicals and Auxiliaries, Leather chemicals and Auxiliaries, Paint chemicals and Explosives and Resins, Perfumery chemicals and Intermediates, Perfumes of Natural and Synthetic Origin, Pharmaceuticals and Drugs of Natural and Synthetic origin, Essential oils, Pharmaceutical and Drug Intermediates, Dye Intermediates and Dyestuffs of Natural and Synthetic origin, Pigments and colours.

2. Abridged financial information: Abridged financial information, for the last five years for which audited financial information is available in respect of the Company and its subsidiaries.

The Company shall disclose the full set of abridged financial information for the last 5 years for which audited financial information is available, as prescribed under provisions of Section 26(1) of the Companies Act, 2013 as amended or re-enacted from time to time, to the Option grantee/s at the time of each grant.

<b>Consolidated Balance sheet</b>					
<b>(Currency: Indian rupees) (in crores)</b>					
	<b>As at 31<sup>st</sup> March</b>				
	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
<b>EQUITY AND LIABILITIES</b>					
<b>Shareholders' funds</b>					
Share capital	35.45	35.45	35.45	35.45	35.45
Reserves and surplus	2,143.80	1,847.10	1,538.90	1,265.96	1,032.30
<b>Non-current liabilities</b>					
Deferred tax liabilities (net)	20.90	21.60	21.02	22.65	24.01
Borrowings and Long-term provisions	102.68	143.60	135.88	104.67	150.86
<b>Current liabilities</b>					
Borrowings	85.98	182.74	286.39	190.64	202.96
Trade payables	446.12	430.19	518.86	376.96	273.13
Other current liabilities	65.17	60.87	52.46	43.93	89.27
Short term provisions	5.83	6.16	7.71	8.56	3.86
<b>Total</b>	<b>2,905.93</b>	<b>2,727.71</b>	<b>2,596.67</b>	<b>2,048.82</b>	<b>1,811.84</b>
<b>ASSETS</b>					
Non-current assets					
Fixed assets					
(i) Tangible assets	825.11	773.39	609.19	591.70	623.90
(ii) Intangible assets	7.42	8.15	8.18	8.35	8.23
(iii) Capital work-in-progress & Intangible assets under development	158.50	139.21	205.46	123.95	65.99
Non current investments	-	-	-	-	-
Other non-current assets	212.90	205.03	203.65	167.14	178.74
<b>Current assets</b>					
Inventories	556.05	645.82	711.78	427.81	325.03
Trade receivables	593.09	614.80	638.04	468.92	439.39
Cash and bank balances	239.29	247.57	71.11	111.38	54.22
Short-term loans	0.61	0.51	0.45	0.33	0.44
Other current assets	312.96	93.23	148.81	149.24	115.90
<b>Total</b>	<b>2905.93</b>	<b>2727.71</b>	<b>2596.67</b>	<b>2048.82</b>	<b>1811.84</b>

Consolidated Statement of Profit and loss					
(Currency: Indian rupees) (in crores)					
	Year ended 31 <sup>st</sup> March				
	2024	2023	2022	2021	2020
<b>INCOME</b>					
Revenue from operations	3,764.73	4,429.00	3,652.72	2,745.35	2,563.28
Other operating income	29.65	35.03	32.99	38.71	33.10
Other income	35.46	9.85	12.51	10.86	5.92
<b>Total revenue</b>	<b>3,829.84</b>	<b>4,473.88</b>	<b>3,698.22</b>	<b>2,794.92</b>	<b>2,602.30</b>
<b>EXPENDITURE</b>					
Manufacturing and other operating expense	2,577.99	3,100.08	2,588.52	1,774.55	1,715.32
Employee benefits expense	275.46	248.05	211.81	204.04	178.10
Depreciation and amortization	99.81	83.48	71.06	73.95	62.19
Finance Costs	22.40	21.70	12.85	13.42	23.80
Other expenses	478.71	547.62	484.67	356.64	334.05
<b>Total expenditure</b>	<b>3,454.37</b>	<b>4,000.93</b>	<b>3,368.91</b>	<b>2,422.60</b>	<b>2,313.46</b>
<b>Profit before tax</b>	<b>375.47</b>	<b>472.95</b>	<b>329.31</b>	<b>372.32</b>	<b>288.84</b>
Provision for tax expense					
(a) Current tax	73.07	91.26	68.56	71.08	61.34
(b) Deferred tax (credit)/charge	0.93	0.71	-2.03	-0.90	-2.91
<b>Profit for the year</b>	<b>301.47</b>	<b>380.98</b>	<b>262.78</b>	<b>302.14</b>	<b>230.41</b>
<b>Basic earnings per Share</b>	<b>85.03</b>	<b>107.46</b>	<b>74.12</b>	<b>85.22</b>	<b>64.99</b>

Standalone Balance sheet					
(Currency: Indian rupees) (in crores)					
	As at 31 <sup>st</sup> March				
	2024	2023	2022	2021	2020
<b>EQUITY AND LIABILITIES</b>					
<b>Shareholders' funds</b>					
Share capital	35.45	35.45	35.45	35.45	35.45
Reserves and surplus	1,370.07	1,188.50	1,102.24	981.37	854.39
<b>Non-current liabilities</b>					
Deferred tax liabilities (net)	35.33	30.60	29.05	29.32	30.51
Borrowings and Long-term provisions	63.77	91.46	75.51	68.22	104.63
<b>Current liabilities</b>					
Borrowings	75.28	103.29	186.72	110.84	58.03
Trade payables	364.35	373.40	418.98	306.54	226.93
Other current liabilities	41.05	34.72	26.28	20.67	75.52
Short term provisions	4.91	5.59	5.28	5.15	3.64
<b>Total</b>	<b>1,990.21</b>	<b>1,863.01</b>	<b>1,879.51</b>	<b>1,557.56</b>	<b>1,389.10</b>
<b>ASSETS</b>					
Non-current assets					
Fixed assets					
(i) Tangible assets	526.50	526.26	383.82	358.53	369.59
(ii) Intangible assets	4.37	5.10	5.28	5.57	5.30
(iii) Capital work-in-progress & Intangible assets under development	155.41	84.48	178.18	116.20	61.37
Non current investments	195.65	199.96	208.16	216.71	218.18
Other non-current assets	167.35	141.08	136.33	141.67	152.90
<b>Current assets</b>					
Inventories	327.64	338.91	409.46	270.19	202.12
Trade receivables	454.81	457.80	474.69	339.55	274.07
Cash and bank balances	40.73	37.26	13.95	24.83	17.65
Short-term loans	0.58	0.43	0.39	0.25	0.30
Other current assets	117.17	71.73	69.25	84.06	87.62
<b>Total</b>	<b>1990.21</b>	<b>1863.01</b>	<b>1879.51</b>	<b>1557.56</b>	<b>1389.1</b>

<b>Standalone Statement of Profit and loss</b>					
<b>(Currency: Indian rupees) (in crores)</b>					
	<b>Year ended 31<sup>st</sup> March</b>				
	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>
<b>INCOME</b>					
Revenue from operations	2,730.64	3,164.64	2,615.37	1,816.62	1,767.14
Other operating income	14.60	13.41	13.22	13.88	25.98
Other income	23.98	-5.98	-1.21	4.40	5.36
<b>Total revenue</b>	<b>2,769.22</b>	<b>3,172.07</b>	<b>2,627.38</b>	<b>1,834.90</b>	<b>1,798.48</b>
<b>EXPENDITURE</b>					
Manufacturing and other operating expense	1,966.12	2,318.19	1,949.32	1,208.06	1,198.52
Employee benefits expense	154.92	140.58	113.62	105.70	94.37
Depreciation and amortization	62.64	52.62	43.75	49.80	39.94
Finance Costs	12.32	12.32	7.75	8.37	16.90
Other expenses	306.21	360.75	331.90	223.65	219.05
<b>Total expenditure</b>	<b>2,502.21</b>	<b>2,884.46</b>	<b>2,446.34</b>	<b>1,595.58</b>	<b>1,568.78</b>
<b>Profit before tax</b>	<b>267.01</b>	<b>287.61</b>	<b>181.04</b>	<b>239.32</b>	<b>229.70</b>
Provision for tax expense					
(a) Current tax	60.39	72.01	47.83	62.23	58.12
(b) Deferred tax (credit)/charge	6.28	1.59	-0.66	-0.77	-10.60
Profit for the year	200.34	214.01	133.87	177.86	182.18
Basic earnings per Share	56.51	60.36	37.76	50.17	51.38



3. Risk Factors and Management perception of the risk factors for the Company (i.e. sensitivity to foreign exchange rate fluctuations, difficulty in availability of raw materials or in marketing of products, cost/time overrun etc.)

- i. **Market Price Risk:** The price of shares which are listed on the stock exchanges are subject to changes on account of the performance of the company and its subsidiaries, industry, macro economic developments in the country and abroad, general sentiments/expectations of the market, government policies, taxation changes and other factors.
- ii. **Foreign Exchange Risk:** Our financial statements are presented in Indian rupees. Our imports and exports are denominated in foreign currencies which are subject to fluctuations on account of changes in the value of exchange rates arising from the exposure to these currencies. Our Subsidiaries prepare financial statements in foreign currencies and the conversion of the financial statements of the subsidiaries is also subject to the fluctuations arising on account of fluctuations in the exchange rates.
- iii. **Regulatory Risks:** Our products are used in a host of brands in the consumer centric personal care and home care applications and are subject to various regulations in the markets in which they are sold. Any change in regulations concerning our products and our inability to respond to such change can affect the business and financial performance of the Company.
- iv. **Risk operations in diverse geographic locations:** Your Company operates in different geographic locations and is subject to changes in laws, rules, regulations and restrictions determined in the geography of such operations. Any adverse change in such laws and regulations etc. can be detrimental to the business and continuance of operations in such jurisdictions.
- v. **Handling of hazardous chemicals and processes:** Our operations are subject to various hazards associated with handling of hazardous chemicals and processes such as mishandling, accidents etc. These hazards can cause personal injury, loss of life, damage to property, environmental damage and can result in suspension of operations and imposition of civil and criminal liabilities and can impact the operations of the company.
- vi. **Competition Risk:** The surfactants and specialty chemicals industry is highly competitive. We expect that competition will continue to intensify both through new players and consolidation of existing players. Our inability to respond to such competition can effect our business and financial results.
- vii. **Product Risk:** Our products are used in a host of brands in the consumer centric personal care and home care applications. If the products cause or are perceived to cause any side effects, it can result in recall and withdrawal of the products including claims from customers
- viii. **Concentration Risk:** Our dependency on some of our customers and vendors continuity of business with such customers and vendors can have an impact on the operations, financial performance and profitability

The Company shall disclose the same to the Option Grantee/s at the time of each grant.

4. Continuing disclosure requirement: The Option Grantee shall be provided copies of all documents that are sent to the members of the Company. This shall include the annual accounts of the Company as well as notices of meetings and the accompanying explanatory statements.

## **PART C**

### **SALIENT FEATURES OF THE SCHEME**

#### **Galaxy Surfactants Limited - Performance Stock Option Plan- 2025**

#### **1. Name, Objective and Term of the Scheme**

- 1.1. This Scheme shall be called 'Galaxy Surfactants Limited - Performance Stock Option Plan- 2025' ("Plan" or "PSOP- 2025").
- 1.2. The objective of PSOP- 2025 is to reward the eligible Employees of the Company- present or future) including that of a Group company including Subsidiary or its Associate company in India and / or outside for their performance and to motivate them to contribute to the growth and profitability of the Company. The Scheme aims to attract and retain talent in the organisation. The Company views Performance Stock Options as a means that would enable the employees to get a share in the value they create for the Company in future.
- 1.3. This Plan has been formulated by the Board of Galaxy Surfactants Limited, a company incorporated under the Companies Act, 1956 and having its registered office at C-49/2, TTC Industrial Area, Pawne, Navi Mumbai, Maharashtra - 400703 and has received approval of its Shareholders by way of a Special Resolution passed on June 24, 2025 by the shareholders of the Company by way of Postal Ballot in order to grant Options to its Employees and Employees of Subsidiary Companies.
- 1.4. Nomination and Remuneration Committee may, subject to compliance with Applicable Laws currently applicable to the Company and required approvals, if any, at any time alter, amend, suspend or terminate this PSOP 2025.
- 1.5. This PSOP 2025 shall become effective from June 24, 2025 ("Effective Date") and this PSOP 2025 shall continue to be in effect unless terminated at any time at the sole discretion of the Board and/ or Nomination and Remuneration Committee in accordance with applicable law but without the consent of, and without notice to the Eligible Employees.

#### **2. Definitions and Interpretation**

##### **2.1. Definitions**

- i. "Abandonment" shall mean discontinuation of employment by a Grantee without giving notice or without serving a period of notice as specified by the Company from time to time;
- ii. "Act" means the Securities and Exchange Board of India Act, 1992 (hereinafter may be referred as 'SEBI') together with the statutory modifications, amendments or re-enactments thereof from time to time;
- iii. "Applicable Law" means any prevailing Act, Rule or Regulation relating to Employee Stock Options, including and without limitation to the Companies Act, 2013, Securities and Exchange Board of India Act, 1992, SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, Companies (Share Capital and Debenture) Rules, 2014, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (each as amended from time to time), and all relevant tax, securities, exchange control or corporate laws of India, or amendments thereof or of any relevant jurisdiction or of any Recognised Stock Exchange on which the Shares are Listed or quoted;

- iv. "Associate Company" means any Associate Company (present or future) as defined under section 2(6) of the Companies Act, 2013;
- v. "Beneficiary" or "Nominee" shall mean the person or persons, trust or trusts designated by the Employee, or in the absence of any designation by the Employee, a person or persons who is/ are entitled by the will or probate of the Employee to receive the benefits specified in this Plan, the legal heirs of the Employee, if the Employee dies intestate and includes the Employee's executors or administrator, if no other Beneficiary is designated and able to act under the circumstances and such other persons as may be added from time to time to the class of beneficiaries by notice in writing and by the Nomination Form in the exercise of any powers conferred under this Plan or any other agreements forming part thereof;
- vi. "Board" shall mean the board of directors of the Company, constituted in accordance with the incorporation documents of the Company and as may be constituted/ re-constituted in accordance with the Applicable Laws from time to time and shall include a committee of the board of directors as may be authorized to take certain decisions and / or perform certain actions as delegated to it by the board of directors;
- vii. "Cause" means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the offer or terms of employment amounting to misconduct or breach of terms of employment as determined by the Board after giving the Employee an opportunity of being heard:
  - a) dishonest statements or acts of an Employee, with respect to the Company;
  - b) a felony or any misdemeanours involving moral turpitude, deceit, dishonesty or fraud committed by the Employee;
  - c) gross negligence, misconduct or insubordination of the Employee in connection with the performance of his duties and obligations towards the Company;
  - d) breach by the Employee of any terms of his employment agreement or the Company's policies or other documents or directions of Company including the reasons of non-performance;
  - e) participating or abetting a strike in contravention of any law for the time being in force;
  - f) Misconduct as provided under the labour laws after following the principles of natural justice;
- viii. "Closing Date" shall mean the last date on which the offer of Options by the Company to a Grantee can be accepted. In case the last date is a non-working day, then it shall be the immediately following working day;
- ix. "Committee" or "Nomination and Remuneration Committee" means Nomination and Remuneration Committee of the Board ("NRC") as constituted in accordance with Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time and will also constitute and act as the compensation committee for the purposes of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021;
- x. "Companies Act" means the Companies Act, 2013 and rules made thereunder and include any statutory modifications or re-enactments thereof;

- xi. "Company" means 'Galaxy Surfactants Limited', a company incorporated and registered under the Companies Act, 2013 having its registered office at C-49/2, TTC Industrial Area, Pawne, Navi Mumbai, Maharashtra – 400703 and having its Corporate Identity Number: L39877MH1986PLC039877;
- xii. "Control" shall have the same meaning as defined under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011;
- xiii. "Corporate Action" shall have meaning as understood under Applicable Law and also includes change in control of the Company;
- xiv. "Director" means a director appointed to the Board of the Company;
- xv. "Eligible Employee" for the purpose of this Plan shall mean an Employee and as identified in accordance with Clause 5 of this Plan;
- xvi. "Employee" means-
  - a) an employee as designated by the Company, who is exclusively working in India or outside India who is not a Promoter or Member of the Promoter group; or
  - b) whole time director of the Company, who is not a Promoter or member of the Promoter group, but at all times excluding an independent director and non-executive director of the Company ; or
  - c) an employee as defined in sub-clauses (a) or (b), of a group company including Subsidiary or its Associate company, in India or outside India, or of a Holding company of the Company but does not include:
    - 1) an Employee who is a Promoter or a person belonging to the Promoter group; or
    - 2) a Director who, either himself or through his relative or through any body corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the Company;
- xvii. "Performance Stock Option" or "Option" means the option given to an Employee, which gives such Employee the right, but not an obligation, to purchase or subscribe at a future date the Shares underlying the option at a pre-determined price;
- xviii. "Equity Shares" means fully paid-up Equity Shares of the Company of face value of INR 10/- (Indian Rupees Ten) each;
- xix. "PSOP - 2025" or "Plan" means the Galaxy Surfactants Limited- Performance Stock Option Plan-2025 under which the Company is authorized to grant Performance Stock Options to the Employees;
- xx. "Exercise" means making of an application by an Employee/Beneficiary to the Company for issue of Equity Shares against Vested Options in pursuance of this Plan, in accordance with the procedure laid down by the Company for such exercise and on payment of Exercise Price;
- xxi. "Exercise Application" shall mean the application form for the purpose of enabling the Employee/ Beneficiary to apply to the Company for exercising the Vested Options in accordance with Clause 8 of this Plan and substantially in the form provided for the options issued in pursuance of this Plan;

- xxii. "Exercise Period" shall mean the time period after Vesting within which the Employee/Beneficiary should Exercise his right to apply for Shares against the Vested option in pursuance of this Plan;
- xxiii. "Exercise Price" means the price, if any, payable by the Employee for exercising the Vested Option granted to him in pursuance of the Plan;
- xxiv. "General Meeting" means an annual general meeting or an extraordinary general meeting through postal ballot held by the Company in compliance with the Companies Act;
- xxv. "Grant" means the process by which the Company issues Options to the Employees under the Plan;
- xxvi. "Grant Date" shall mean the date on which the Options are approved and granted to the Employee by the Company in pursuance of this Plan;
- xxvii. "Grantee" shall mean an Eligible Employee who is the recipient of Letter of Grant on the Grant Date in furtherance of a Grant;
- xxviii. "Group" means two or more companies (present or future) which, directly or indirectly, are in a position to—
  - a) exercise twenty-six per cent or more of the voting rights in the other company; or
  - b) appoint more than fifty per cent of the members of the Board of Directors in the other company; or
  - c) control the management or affairs of the other company;
- xxix. "Holding Company" means a holding company (present or future) as defined in sub-section (46) of section 2 of the Companies Act;
- xxx. "Insider" shall have the same meaning assigned to it under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015;
- xxxi. "Independent Director" shall have the same meaning assigned to it under the provisions of Companies Act, 2013 read together with the rules framed thereunder and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;
- xxxii. "Key Managerial Personnel" shall have the same meaning as defined under section 2(51) of the Companies Act, 2013;
- xxxiii. "Letter of Grant" shall mean the letter issued by the Company, substantially in the form provided for this Plan intimating an Eligible Employee of the Options granted to such Eligible Employee for acquiring a specified number of Shares at the Exercise Price and as per the Vesting Conditions described therein;
- xxxiv. "Long Leave" means a sanctioned leave in excess of 60 days without break;
- xxxv. "Market Price" means the latest available closing price, immediately prior to the date of grant of Options by the Board/ Committee, on the recognized Stock Exchange on which the Shares of the Company are listed. In case Shares are listed on more than one Stock Exchange, then the closing price on the Stock Exchange where the highest trading volume on the said date shall be considered;

- xxxvi. "Option" means the Option given to an Employee which gives him a right to purchase or subscribe at a future date, to the Shares offered by the Company, directly or indirectly, at a pre-determined price;
- xxxvii. "Permanent Disability/Incapacity" means any disability/incapacity of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Plan Administrator;
- xxxviii. "Plan" means Galaxy Surfactants Limited - Performance Stock Option Plan- 2025
- xxxix. "Plan Administrator" means Head – People Energy of the Company and/or Company Secretary of the Company or any other role holder(s) authorised by Committee from time to time to take necessary administrative steps in order to implement, supervise and administer the Plan;
- xl. "Promoter" shall have the same meaning as assigned to the term under the provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended read with Companies Act;
- xli. "Promoter Group" shall have the same meaning assigned to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended;
- xl.ii. "Relative" shall have the same meaning as defined under section 2(77) of the Companies Act;
- xl.iii. "Retirement" means retirement as per the policies/rules of the Company;
- xl. iv. "SEBI" means the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992;
- xl. v. "SEBI (SBEB and Sweat Equity) Regulations" means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended and re-enacted from time to time and includes any clarifications or circulars issued thereunder;
- xl. vi. "Secretarial Auditor" means a company secretary in practice appointed by a company under rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 to conduct secretarial audit pursuant to regulation 24A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the Section 204 of the Companies Act;
- xl. vii. "Securities" means securities as defined in section 2(h) of the Securities Contracts (Regulation) Act, 1956;
- xl. viii. "Shares" means Equity Shares of the Company;
- xl. ix. "Shareholder" shall mean the registered holder of a Share from time to time;
- l. "Stock Exchange or Recognized stock exchange" means the National Stock Exchange of India Ltd (NSE), Bombay Stock Exchange Limited (BSE) or any other Recognized stock exchange in India on which the Company's Shares are listed or to be listed in future and shall have the same meaning attributed to it under Section 2(j) of the Securities Contracts (Regulation) Act, 1956, as amended;

- li. “Subsidiary” means a subsidiary of the Company (present or future) as per the definition under Section 2 (87) of the Companies Act, 2013;
- lii. “Tax” or “Taxes” shall mean any income tax, perquisite tax, fringe benefits tax or any other taxes, or any levy or any contribution or any sums due (by whatever name it is called) imposed on the Company or on an Eligible Employee, with respect to the Grant, Vesting and/ or Exercise of the Options in pursuance of this Plan;
- liii. “Unvested Option” means an Option in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Grantee has not become eligible to exercise the Option;
- liv. “Vesting” means process by which the Employee/Beneficiary becomes entitled to apply for Shares against the Options granted in pursuance of this Plan;
- lv. “Vesting Condition” means any condition subject to which the Options granted would vest in an Option Grantee;
- lvi. “Vesting Date” shall mean the respective dates on and from which the Option Vests with the Employee/ Beneficiary and thereby becomes exercisable in pursuance of this Plan;
- lvii. “Vesting Period” means the period during which the vesting of the Option granted to the Employee, in pursuance of the Plan takes place;
- lviii. “Vested Option” means an Option in respect of which the relevant Vesting Conditions have been satisfied and the Option Grantee/Beneficiary has become eligible to exercise the Option.

All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Companies Act, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (read with applicable circulars, notifications etc.), as amended from time to time, the Securities Contracts (Regulation) Act, 1956, or the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any statutory modification or re-enactment thereof, as the case may be.

## **2.2. Interpretation**

- i. In this Plan, unless the contrary intention appears:
  - a) words importing a particular gender include any other gender;
  - b) words using the singular or plural number also include the plural or singular number, respectively;
  - c) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Plan and not to any particular Clause, sub-Clause or section of this Plan;
  - d) whenever this Plan refers to a number of days, such number shall refer to calendar days unless otherwise specified;
  - e) any reference to any statute or statutory provision shall include:
    - 1) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

- 2) such statute or provision as may be amended, modified, re-enacted or consolidated.
- f) headings and captions are used for convenience only and shall not affect the interpretation of this Plan;
- g) references to Recitals, Clauses, sub-Clauses and Appendices shall be deemed to be a reference to the recitals, clauses, sub-clauses and schedules/ appendices of this Plan;
- h) reference to a Clause number shall also include reference to all its sub-Clauses;
- ii. In the event of any inconsistency between the provisions of this Plan and the provisions of the employment offer letter or employment agreement of the Eligible Employee, the provisions of this Plan shall prevail.
- iii. In the event of any inconsistency between the provisions of this Plan and the Articles of Association, then the provisions of the Articles of Association shall prevail and be deemed to have been incorporated herein by reference.
- iv. In the event of any inconsistency between the provisions of this Plan and the SEBI Regulations, then the provisions of SEBI Regulations shall prevail and be deemed to have been incorporated herein by reference.

### **3. Authority**

- 3.1. The shareholders of the Company by way of special resolution dated June 24, 2025 approved the Plan authorizing the Committee to Grant not exceeding 3,50,000 Options to the eligible Employees in one or more tranches, from time to time, which in aggregate shall be exercisable into not more than 3,50,000 Equity Shares of face value of Rs. 10/- each fully paid up, with each such Option conferring a right upon the Employees to apply for one Share in the Company in accordance with the terms and conditions as may be decided under the Plan.
- 3.2. The maximum number of Options that shall be granted to any specific Employee(s) of the Company including that of a Group company including Subsidiary or its Associate company, under this Plan, in any financial year shall not be equal to or exceed 1% of the issued share capital (excluding outstanding warrants and conversions) of the Company, if the prior specific approval from members of the Company through a special resolution to this effect is not obtained.
- 3.3. If an Option expires, lapses, gets cancelled, surrendered or becomes un- exercisable due to any reason/s, it shall be brought back to the Options pool and shall become available for future Grants, subject to compliance with the provisions of Applicable Law.
- 3.4. Where Shares are allotted consequent upon Exercise of an Option under the Plan, the maximum number of Shares that can be allotted under Plan as referred to in Clause 3.1 above shall stand reduced to the extent of such Shares allotted.

### **4. Administration**

- 4.1. The Plan shall be administered by the Committee working under the powers delegated by the Board. The Committee is authorized to, interpret, administer this Plan, to establish, amend and rescind any rules and regulations relating to this Plan, and to make any other determinations that it deems necessary or desirable for the administration and implementation of this Plan subject to approval of the Shareholders as may be required. The Committee may correct any defect, omission or reconcile any inconsistency in this Plan in the manner and to the extent the Committee deems necessary or desirable and to resolve any difficulty in relation to implementation of this Plan and take any action which the Board is



entitled to take in relation thereto. No member of the Committee may act upon matters under this Plan specifically relating to such member of the Committee.

- 4.2. The acts of majority of the members of the Committee present at any meeting (at which the quorum is present) or acts approved in writing by a majority of the entire Committee shall be the acts of the Committee for the purpose of the Plan. Any decision of the Board/ Committee in the interpretation and administration of this Plan, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned (including, but not limited to, Employee, Grantee, Nominee and their Beneficiaries and successors). The Company (including the Nomination and Remuneration Committee) shall not be liable for any action or determination made in good faith with respect to this Plan or any Option granted thereunder.
- 4.3. Subject to compliance with Applicable Laws and limitations set out in the Plan, the Committee shall upon the advice of Plan Administrator or otherwise, do the following:
- i. Adopt rules and regulations for implementing the Plan from time to time;
  - ii. Identify the Employees eligible to participate under the Plan;
  - iii. Grant Options to the identified Employees and determine the Grant Date;
  - iv. Determine the quantum of the Options, shares or benefits as the case may be, to be granted under the Plan per Employee and in aggregate;
  - v. Determine the number of additional Options to be granted to the Employees from time to time;
  - vi. Determine the conditions under which Options, shares or other benefits as the case may be, may vest in employees and may lapse in case of termination of employment for misconduct;
  - vii. Determine whether an Employee has been terminated for Cause;
  - viii. Notify the Employee/Beneficiary if the Options become eligible for Exercise;
  - ix. Determine the right of an Employee to Exercise all the Vested Options at one time or various points in time when the Options have become capable of being Exercised;
  - x. Determine and notify the Exercise Period within which the employee can exercise the Options and when the Options would lapse on failure to exercise the same within the Exercise Period;
  - xi. Determine the specified time period within which Employees shall exercise the vested Options in the event of termination or resignation;
  - xii. Where any corporate actions may warrant adjustment to the number of Options and/ or the Exercise Price, refer such matters to the Board;
  - xiii. Determine the procedure for making a fair and reasonable adjustment to the entitlement including adjustment to the number of Options and to the exercise price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard, the following shall, inter alia, be taken into consideration by the Committee:
    - a) the number and price of Options shall be adjusted in a manner such that total value to the employee of the options remains the same after the corporate action;

- b) the vesting period and the life of the Options shall be left unaltered as far as possible to protect the rights of the employee(s) who is granted such Options;
  - xiv. Determine the grant, vesting and exercise of shares or Options in case of Employees who are on long leave;
  - xv. Refer to the Board any decision to amend the Grant, Vesting and/ or Exercise of Options for Employees who are on long leave;
  - xvi. Refer to the Board for any decision to alter/ modify the vesting schedule and/ or Exercise Price for subsequent Grants;
  - xvii. Refer to the Board for any decision to alter/ amend the Plan subject to Clause 10 of the Plan;
  - xviii. Determine the procedure for funding the exercise of Options;
  - xix. Determine the procedure for buy-back of specified securities (as defined under Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018) issued under the SEBI Regulations, 2021, if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
    - a) permissible sources of financing for buy-back;
    - b) Any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
    - c) Limits upon quantum of specified securities that the Company may buy-back in a financial year.
  - xx. Take any other actions and make any other determinations or decisions that it deems necessary or appropriate in connection with the Plan or the administration or interpretation thereof;
  - xxi. Decide all other matters that must be determined in connection with a Grant under the Plan;
  - xxii. Construe and interpret the terms of the Plan, and the Options granted pursuant to the Plan;
  - xxiii. Refer to the Board any issue arising as a result of any inconsistency in the Plan, unless such inconsistency is of an administrative nature only; and
  - xxiv. Perform such other functions and duties as shall be required under the Applicable Laws.
- 4.4. Under the overall authority of the Committee, the Plan Administrator shall be authorised and responsible to take necessary administrative steps in order to implement, supervise and administer the plan, including:
- i. Determine employee-wise number of grants for Committee's approval
  - ii. Issue, amend, modify the Grant Letters to Grantees
  - iii. Compute Vesting of Options as per the Plan basis level of performance achievement
  - iv. Accept nomination forms/exercise notices from Grantees
  - v. Execute, sign and deliver all letters, correspondence, certificates, undertaking and other deeds and documents on behalf of the Company for any purpose incidental or ancillary to the Scheme

- vi. Appoint any consultant, lawyer, professional etc. for any legal opinion, advice, views or to represent the Company before any statutory or non- statutory authority. Also, appoint valuer / chartered accountant as may be required.
- vii. Do all such acts, deeds and things as may be required to be done to implement and administer the Plan or any other matter connected thereto under the Authority of the Committee.

4.5. Approve forms, writings and/or agreements for use in pursuance of the Plan.

4.6. The Committee shall frame suitable policies and procedures to ensure that there is no violation of Companies Act, 2013 securities laws including Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003, each as amended, by the Company and its Employees, as and when such Regulations are made applicable to the Company.

## 5. Eligibility and Applicability

- 5.1. Only Employees within the meaning of this Plan are eligible for being granted Options under this Plan. The specific Employees to whom the Options would be granted and their Eligibility Criteria would be determined by the Committee.
- 5.2. The appraisal process for determining the eligibility of the Employee will be specified by the Committee and will be based on criteria such as the grade of Employee, length of service, performance record, merit of the Employee and/or by any such criteria that may be determined by the Committee from time to time.
- 5.3. Based on the eligibility criteria as described in Clause 5.2 above of this Plan, the Committee at its sole discretion will decide the Employees eligible for Grant of Options under this Plan and accordingly, the Company acting through the Committee would Grant the Options to the identified Employees under the Plan.
- 5.4. The Plan shall be applicable to the Company and any successor Company thereof, including to a Group company including Subsidiary or its Associate company and may be granted to the Employees and Directors of the Company including that of a Group company including Subsidiary or its Associate company, as determined by the Committee at its own discretion.

**Provided that** in case of any Grant of Option to the Employees of its Group / Subsidiary / Associate Companies, prior approval of the shareholders shall be obtained as per provisions of the Applicable Law.

- 5.5. Where the Employee is a Director nominated by an institution as its representative on the Board of Directors of the Company:
  - i. the contract or agreement entered into between the institution nominating its employee as the Director of the Company, and the Director so appointed shall, inter alia, specify the following:
    - a) whether the Options granted by the Company under the Plan can be accepted by the said Employee in his capacity as Director of the Company;
    - b) that Options if granted to the Director, shall not be renounced in favour of the nominating institution; and
    - c) the conditions subject to which fees, commissions, other incentives, etc. can be accepted by the Director from the Company.

- ii. the institution nominating its employee as a Director of the Company shall file a copy of the contract or agreement with the Company, which shall, in turn file the copy with all the Stock Exchanges on which its Shares are listed.
- iii. the Director so appointed shall furnish a copy of the contract or agreement at the first Board meeting of the Company attended by him after his nomination.

## **6. Grant and Acceptance of Grant**

### **6.1. Grant of Options**

- i. Grants contemplated under the Plan shall be made on such day and month as decided by the Committee at its discretion.
- ii. Subject to the overall limit prescribed in Clause 3.1 of this Plan, the Options may be granted in one or more tranches
- iii. The Grant of the Options by the Company to the Grantee shall be made in writing or through any other electronic medium identified by the Company and communicated to the Grantee by a Letter of Grant. The Letter of Grant shall specify the details of the Grant date, number of Options, the Vesting Period, schedule of Vesting, conditions for Vesting, the Exercise Price, Exercise Period and any other terms and conditions that the Committee may deem necessary.
- iv. A Grant made under this Clause is personal to the Grantee and cannot be transferred in any manner whatsoever.

### **6.2. Acceptance of Grant**

Any eligible Employee who wishes to accept the Grant made under this Plan must deliver to the Company a duly signed acceptance of the letter of Grant on or before the Closing Date which shall not be more than 60 days from the date of the Grant, as specified in the Letter of Grant. On receipt by the Company of the signed acceptance, the eligible Employee will become an Option Grantee.

- 6.3. Any eligible Employee, who fails to deliver the signed acceptance of the letter of Grant on or before the Closing Date stated above, shall be deemed to have rejected the Grant unless the Committee determines otherwise.

## **7. Vesting Schedule and Vesting Conditions**

- 7.1. Subject to Clause 8.2(ii) of the Plan, the minimum vesting period shall be one year from the date of grant.

- 7.2 The Options granted shall vest so long as an Employee continues to be in the employment of the Company or the Holding Company, Associate Company, Group Company or its Subsidiary Company as the case may be. The Board/ Committee may, at its discretion, lay down certain performance metrics on the achievement of which such Options would vest, the detailed terms and conditions relating to such vesting.

Provided further that in the event of Death or Permanent Incapacity of an Employee, the minimum Vesting Period shall not be applicable and in such instances, all the unvested Options shall vest with effect from date of the Death or Permanent Incapacity.

- 7.3 The vesting dates in respect of the Options granted under the Scheme may vary from Employee to Employee or any class thereof and/or in respect of the number or percentage of Options granted to an Employee.

- 7.4 Options shall vest essentially based on continuation of employment and apart from that the Board / Committee may prescribe other performance / other condition(s) for vesting. The vesting may occur in tranches or otherwise.
- 7.5 The specific vesting schedule and conditions subject to which vesting would take place would be outlined by the Board / Committee in the document(s) given to the Option Grantee at the time of grant of Options.
- 7.6 The period of Long Leave shall not be considered in determining the Vesting Period in the event the Employee is on a sabbatical. In all other events including approved earned leave and sick leave, the period of leave shall be included to calculate the Vesting Period unless otherwise determined by the Board/ Committee. The Committee may also at its discretion reduce the amount of options in proportion to the period of long leave, at the time of vesting.
- 7.7 The Board of Directors/Compensation/NRC Committee, shall have, subject to the applicable law (and subject to a minimum vesting period of 1 year) the right, to vest all or part of the Unvested Options in an accelerated manner from out of the options granted and outstanding to the employees.
- 7.8. Subject to Applicable Laws, and unless the Committee decides otherwise, no Options shall become eligible to vest or vest in an Employee, if such Employee carries on or engages in, directly or indirectly, whether through partnership or as a shareholder, joint venture partner, collaborator, consultant or agent or in any other manner whatsoever, whether for profit or otherwise, any business which competes directly or indirectly with the whole or any part of the business carried on by the Company or any activity related to the business carried on by the Company. Decision of the Committee in this regard shall be final and conclusive and cannot be called in question by the Employee. For the sake of clarity, the restriction contained in this Clause shall not apply to any investment held as a portfolio by the Employee or any activity/ business carried out by the Employee pursuant to his duties as an Employee and shall not apply to the Nominee/Beneficiary of the Employee.
- 7.9. Options granted under PSOP- 2025 would vest subject to maximum period of 8 (Eight) years from the date of respective grant of such Options. Further, notwithstanding anything mentioned above, the Committee shall at its sole discretion provide for any other vesting schedule and conditions subject to which vesting would take place.

## **8. Exercise of Options**

### **8.1 Exercise Price and Conditions**

- i. The Exercise Price shall be as may be decided by the Board/ Committee as is allowed under the Companies Act, and SEBI (SBEB and Sweat Equity) Regulations, which in any case will not be lower than the face value of the equity Shares of the Company on the date of such grant. Further the Exercise Price can be different for different set of Employees for Options granted on same / different dates.
- ii. Subject to terms of this Plan and subject to Applicable Laws, an Employee/ Beneficiary can Exercise Vested Options only within the exercise period only by applying to the Company during the Exercise Period, by way of an Exercise Application and upon payment of the Exercise Price and other applicable taxes and charges.

- iii. The Plan Administrator can decide the procedure for the exercise of Options and Allotment of Shares
- iv. No Vested Option shall be exercisable in its fractional form and each Option entitles the Employee/Beneficiary thereof to apply for and be allotted 1 (one) Share each on the payment of the Exercise Price during the Exercise Period, subject to the terms and conditions specified in the Letter of Grant.
- v. No amount shall be payable by the Option Grantee at the time of Grant and hence no amount is required to be forfeited even if an Employee does not Exercise the Options within Exercise Period and accordingly no adjustment is required to be made for the same.
- vi. Exercise of the Vested Options shall take place at the time and place designated by the Plan Administrator and by executing such documents as may be required under the Applicable Laws and, the terms of this Plan to pass a valid title of the relevant Shares to the Employee/ Nominee, free and clear of any liens, encumbrances and transfer restrictions save for those set out therein.
- vii. A Vested Option shall be deemed to be validly exercised only when the Plan Administrator receives written and physical or electronically signed notice of Exercise Application from the Employee/Beneficiary and, subject to Clause 15 of this Plan, the full payment of the Exercise Price, taxes (wherever arising) and any other sums due referred to in Clause 15 to the Company as per this Plan in respect of Exercise of the Option ('Aggregate Exercise Price').
- viii. The Aggregate Exercise Price shall be paid in full upon the Exercise of the Vested Options. Payment must be made by one of the following methods:
  - a) Cheque or demand draft issued in the name of the Company; or
  - b) Remittance directly from the Employee's bank to the bank account of the Company (wire transfer) as the Plan Administrator may specify; or
  - c) Any combination of such methods of payment or any other method acceptable to the Plan Administrator at its sole discretion and stipulated in the Plan.
- ix. At the time of allotment/ transfer of Shares pursuant to a valid Exercise, the Employee/ Beneficiary will be required to sign such papers as may be considered necessary by the Committee or Plan Administrator to lawfully execute/ enforce various provisions of this Plan.
- x. The Plan Administrator shall endeavour to ensure that the process of allotment/ transfer of Shares to the Employee/Beneficiary who has validly exercised his Vested Options is completed within a reasonable period of time from the time of receiving the Exercise Application by the Plan Administrator.
- xi. Notwithstanding anything else contained in this Plan and, if the Employee/ Nominee does not Exercise his Vested Options within the time period as specified by terms of this Plan, the Options shall automatically lapse at the end of the aforesaid period without any obligations whatsoever on the Company (including the Board and/ or Committee) and no rights in that regard will accrue to the Employee after such date.
- xii. Subject to the Companies (Share Capital and Debentures) Rules, 2014 and SEBI Regulations, 2021, and unless the Committee decides otherwise, no Employee shall be entitled to make an Exercise, if such Employee carries on or engages in, directly or indirectly, whether through partnership or as a shareholder, joint venture partner,

collaborator, consultant or agent or in any other manner whatsoever, whether for profit or otherwise, any business which competes directly or indirectly with the whole or any part of the business carried on by the Company or any activity related to the business carried on by the Company. Decision of the Committee in this regard shall be final and conclusive and cannot be called in question by the Employee. For the sake of clarity, the restriction contained in this Clause shall not apply to any investment held as a portfolio by the Employee or any activity/ business carried out by the Employee pursuant to his duties as an Employee and shall not apply to the Nominee/Beneficiary of the Employee.

- xiii. If the Exercise of Options within the Exercise Period, is prevented by any law or regulation in force, the Committee shall defer or not permit the Exercise of Options till such time as it is prohibited by the applicable laws or regulations and in such an event the Company shall not be liable to pay any compensation or similar payment to the Grantee for any loss suffered due to such refusal.
- xiv. Only upon allotment/ transfer of the Shares, the Employee/ Nominees shall become Shareholders. The Shares to be allotted/ transferred shall rank pari passu in all respects with the outstanding Shares.
- xv. All such unexercised Options that so lapse, shall revert to the PSOP 2025 pool and may be granted at the discretion of the Committee to any other Eligible Employee.
- xvi. Subject to the Exercise Period, the Vested Options may be Exercised during the lifetime of the Employee, only by the Employee and after his demise, by his nominee, as may be applicable.

## 8.2 Exercise Period:

- i. While in employment:
  - a) The Exercise Period shall be not more than 4 years from the date of respective Vesting of Options. The Options granted may be exercised by the Grantee at one time or at various points of time within the Exercise Period.
- ii. Exercise Period in Case of Separations: Options can be exercised as per the provisions outlined below:

Reason for Separation	Treatment of Options that are yet to Vest	Treatment of Options that have vested
<b>Resignation</b>	All Unvested Options irrespective of whether they have become eligible for vesting or not, shall lapse with effect from the date of submission of resignation.	All Vested Options as on date of submission of resignation may be Exercised by the Option Grantee within 3 months from the date of submission of resignation.
<b>Termination (For Cause)</b>	All Unvested Options irrespective of whether they have become eligible for vesting or not, shall lapse on the date of notice of termination.	All Vested Options shall lapse on the date of notice of termination
<b>Retirement</b>	All Options that have become eligible to vest shall continue to vest as per the schedule provided in Clause 7 and may be Exercised by the Option Grantee before the expiry of the Exercise Period provided in 8(8.2)(i)(a)	All Vested Options as on date of retirement may be Exercised by the Option Grantee before the expiry of the Exercise Period provided in 8(8.2)(i)(a)
<b>Death</b>	All Unvested Options as on the date of death shall vest immediately and may be exercised	All Vested Options, granted under a Scheme to him/her till his/her death

<b>Reason for Separation</b>	<b>Treatment of Options that are yet to Vest</b>	<b>Treatment of Options that have vested</b>
	by the Option Grantee's nominee or legal heir/s within 12 months from the date of Death.	shall vest, with effect from the date of his/her death, in the legal heirs or nominees of the deceased Employee, as the case may be and such Options may be exercised by the Option Grantee's nominee or legal heir/s within 12 months from the date of Death.
<b>Permanent Disability</b>	All Unvested Options as on the date of such Permanent Disability shall vest immediately and can be exercised by the Option Grantee or, if the Option Grantee is himself unable to exercise due to such incapacity, the nominee or legal heir/s within 12 months from the date of such disability.	All Vested Options, granted to him/her under a Scheme as on the date of permanent incapacitation shall vest in him/her on that day and such Options may be exercised by the Option Grantee or, if the Option Grantee is himself, unable to exercise due to such disability, the nominee or legal heir/s, within 12 months from the date of such disability.
<b>Abandonment*</b>	All Unvested Options irrespective of whether they have become eligible for vesting or not, shall lapse.	All Vested Options shall lapse.
<b>Any other reason not specified above</b>	Committee Discretion	Committee Discretion

8.3 The rights granted to a Grantee upon the grant of an Option shall not afford the Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with any present or past member of the group or associated company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair). In the event of transfer of an Employee from the Company to its another Group company or Subsidiary(ies) company or Associate Company (present or future), the Unvested Options as on the date of transfer, shall continue to vest as per the original Vesting schedule and be Exercised, subject to the compliance of the Applicable Law.

8.4 In the event that an Employee who has been granted benefits under a Scheme, 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 Employee.

8.5 The Options not Exercised within the Exercise Period shall lapse without any obligations whatsoever on the Company (including the Board or Committee) and no rights in that regard will accrue to the Employee after such date. Such Unvested Options shall revert to the PSOP 2025 pool and may be granted at the discretion of the Board or Committee to any other Eligible Employee.

## **9. Ranking, listing of shares and rights of shareholders**

9.1 The Shares issued on the Exercise of Vested Options shall rank pari-passu with all the existing Shares subject to such exceptions and restrictions as may be specified in Articles of Association and



this PSOP 2025. At the time of allotment of Shares pursuant to a valid Exercise, the Eligible Employee will be required to sign such document as may be considered necessary by the Plan Administrator to lawfully execute/ enforce various provisions of this PSOP 2025.9.2 The Shares issued on Exercise of Vested Options shall be listed immediately on all Recognised Stock Exchange where the existing Shares are listed subject to compliance of all the Applicable Laws and Regulations.

## **10. Corporate Action**

10.1 In case of Corporate Action, including but not limited to Share split, merger, demerger, sale of division, consolidation, rights issues, bonus issues and other corporate actions, the Committee in accordance with applicable Laws shall ensure while taking into consideration the global best practices in this area that adjustment to Exercise Price, Number of options granted, accelerated vesting, Adjustment of Vesting Conditions, etc, shall be appropriately made without prejudice to the interest of the Employee. The decision of the Board / Committee on whether such action is necessary and the extent of such action by the Board shall be final and binding.

10.2 The Committee may determine the procedure for making fair and reasonable adjustments to the number of Options and the terms and Conditions of this Plan in case of corporate actions such as further capitalization, mergers, sale of division and others (so as to ensure the economic value of the benefits granted are not materially altered by either the corporate action, or the adjustment required as a result of the corporate action)

## **11. Lock-In**

11.1 The Shares issued upon Exercise of Options shall be freely transferable and shall not be subject to any lock-in period restriction after such Exercise. However, the Board or the Committee as may be authorized by the Board, may in some cases, provide for lock-in of Shares issued upon the exercise of Options, which shall be mentioned in grant letter issued to the Option Grantee.

**Provided that** the transferability of the Equity Shares shall be subject to the restriction for such period in terms of the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended from time to time or for such other period as may be stipulated from time to time in terms of Company's Code of Conduct for Prevention of Insider Trading as and when such Regulations are made applicable to the Company.

## **12. Beneficiary/Nominee Designation**

12.1 Each Employee under this Plan may nominate, from time to time, any Beneficiary or Beneficiaries to whom any benefit accrued to such Employee under this Plan is to be delivered in case of his or her death before he or she receives all of such benefit. Each such nomination shall revoke all prior nominations by the same Employee, shall be in a form prescribed by the Company and will be effective only when filed by the Employee in writing with the Company during the Employee's lifetime.

## **13. Surrender of Options**

13.1 An Employee may surrender his/her Vested /Unvested Options at any time during / post his employment with the Company. Any Employee willing to surrender his/her Options shall communicate the same to the Plan Administrator in writing. Thereafter the surrendered Options shall expire with effect from the date of surrender of Options and become available for future grant under the Plan.

## **14. Arbitration**

14.1 In the event of a dispute arising out of or in relation to the provisions of this Plan or any communication in relation thereto (including a dispute relating to the Construction or performance thereof), the relevant parties shall attempt in the first instance to resolve such disputes 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 a reasonable attempt, which attempt shall continue for not more than 90 days, gives 90 days' notice thereof to the other party in writing. In case of such failure, either party may refer the dispute to a single arbitrator appointed by both the parties and failing such agreement, by an arbitrator jointly appointed by the parties. 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 Mumbai. Nothing in this Clause will however limit the right of the Company to bring proceedings against any Employee in connection with this PSOP 2025:

- i. in any other court of competent jurisdiction; or
- ii. concurrently in more than one jurisdiction.

## **15. Withholding Tax or Any Other Sums**

15.1 All Shares issued to the Employee/Beneficiary on exercise of Options granted under this Plan, dividend or any other amounts payable by the Company to the Employee/Beneficiary pursuant to this Plan shall be subject to all applicable taxes, withholding tax and/ or any levy and/ or any contribution and/ or any sums due (by whatever name it is called) arising due to participation in this Plan (in or outside India), if any, and the Company accordingly, may withhold/ recover such taxes and/ or levy and/ or contribution and/ or payment in full unless Company decides to withhold in part.

15.2 Notwithstanding anything contained in any other Clauses of this Plan, if the Grant of the Option and/ or the Vesting of Option and/ or the Exercise of the Options and/ or allotment or transfer of the Shares under the Plan and or at any time while this Plan is in operation shall be subject to any levy and/ or taxes or contribution or payment (by whatever name called), if any, that is levied on or payable by the Company (in or outside India), then such taxes and/ or levy and/ or contribution and/or payment shall be recovered in full, unless the Company at its sole discretion decides to recover in part from the Employee.

15.3 Notwithstanding anything else contained in this Plan, no Shares/ sale proceeds therefrom, as the case may be, shall be issued/ allotted/ transferred/ disbursed to the Employee/ Nominee, on Exercise of the Options under this Plan, unless appropriate levies/ taxes/ contributions/ payments as given in this Clause are recovered in full, unless the Company at its sole discretion decides to recover only a part of the same from the Employee or Beneficiary.

## **16. Authority to vary terms**

The Committee may, subject to a special resolution passed at a General Meeting, at any time and from time to time and Applicable Laws:

16.1 Revoke, add to, add addendum to the Plan as per Clause 18.3, alter, amend or vary all or any of the terms and conditions of this Plan or all or any of the rights and obligations of the Grantee/Beneficiary;

16.2 Formulate various sets of special terms and conditions in addition to those set out herein, to apply to the Grantee/ Beneficiary. Each of such sets of special terms and conditions shall be restricted in its application to those Grantee/ Beneficiary;

16.3 Formulate separate sets of special terms and conditions in addition to those set out herein, to apply to each class or category of Grantee/ Beneficiary separately and each of such sets of special terms and conditions shall be restricted in its applications to such Grantee/ Beneficiary; and

16.4 The Company may by special resolution in a General Meeting vary the terms of the Plan offered pursuant to an earlier resolution of the shareholders but not yet exercised by the Employee provided such variation is not prejudicial to the interests of the Employees. Except otherwise provided under the Applicable Laws, if such variation to the terms of the Plan is prejudicial to the interest of the employee, the same shall be only with the consent of the employees. The notice for passing such special resolution for variation of terms shall disclose the relevant information as required under Applicable Laws.

## **17. Accounting and Disclosures**

17.1 The Company shall follow the laws/regulations applicable to accounting and disclosure related to Employee Stock Options, including section 133 of the Companies Act but not limited to SEBI (SBEB and Sweat Equity) Regulations as well as the Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as may be prescribed by the regulatory authorities from time to time, including the disclosure requirements prescribed therein, as and when applicable to the Company.

17.2 The Company will follow IFRS/ IND AS/ any other requirements for accounting of the Stock Options as are applicable to the Company for the same.

Since the Company opts for expensing of share based employee benefits using the fair value method, the following statement will not be applicable viz.

In case the Company opts for expensing of share based employee benefits using the intrinsic value intrinsic value, the difference between the employee compensation cost so computed and the employee compensation cost that shall have been recognised if it had used the fair value, shall be disclosed in the Directors' Report and the impact of this difference on profits and on earnings per share ("EPS") of the Company shall also be disclosed in the Directors' Report.

17.3 The Company shall make disclosures to the prospective Option Grantees containing statement of risks, information about the Company and salient features/Scheme document of the PSOP - 2025 in a format as prescribed under SEBI (SBEB and Sweat Equity) Regulations or any other Applicable Law as in force.

17.4 The Company shall disclose details of Grant, Vest, Exercise and lapse of the Options in the Directors' Report or in an annexure thereof as prescribed under Companies Act, SEBI (SBEB and Sweat Equity) Regulations or any other Applicable Laws as in force.

17.5 The Board of Directors shall at each annual general meeting place before the shareholders a certificate from the Secretarial Auditors of the Company that the Scheme(s) has been implemented in accordance with the prescribed regulations and in accordance with the resolution of the Company in the general meeting.

## **18. Governing laws**

18.1 This Plan and all agreements thereunder shall be governed by and construed in accordance with the Applicable Laws of India. The Grant of Options and issue and allotment / transfer of

Shares under this PSOP 2025 shall entitle the Company to require the Employee to comply with such requirements of Applicable Laws as may be necessary in the opinion of the Committee. In case of any conflict between the provisions of this PSOP 2025 and any provisions, rules, regulations or guidelines issued under Applicable Laws, the provisions of the Applicable Laws shall override the provisions of this PSOP 2025 to the extent of such conflict.

18.2 In the event that any Applicable Laws render this PSOP 2025 as illegal or void, this PSOP 2025 shall automatically be treated as withdrawn and cancelled and the Company shall have no obligation or liability whatsoever towards any Employee including in relation to any Vested Options or Unvested Options. The inability of the Company to obtain approval from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance and transfer of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to Grant the Options or issue / transfer the Shares.

18.3 In order to comply with regulation of any other country or to avail any tax or other benefits, Committee may at its sole discretion and in compliance with Applicable Laws, formulate an addendum to this Plan for Employees employed in that country and made applicable to such Employees from the date determined by the Committee

18.4 In case any Options are granted to any Employee being resident outside India belonging to the Company working outside India, the provisions of the Foreign Exchange Management Act, 1999 and Rules or Regulations made thereunder as amended and enacted from time to time shall be applicable, and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vest, Exercise of Options and allotment of Equity Shares thereof.

## **19. Notices**

19.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of this PSOP - 2025 shall be in writing or electronic mode. The communications shall be made by the Company in any one or more of the following ways:

- i. Sending communication(s) to the address of the Option Grantee available in the records of the Company; or
- ii. Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; or
- iii. Emailing the communication(s) to the Option Grantee at the official email address provided, if any, by the Company to the prospective /existing Option Grantee during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.

19.2 Any communication to be given by an Option Grantee to the Company in respect of PSOP - 2025 shall be sent to the person at the address mentioned below or e - mailed at:

Designation: Head – People Energy Process

Address: C-49/2, TTC Industrial Area, Pawne, Navi Mumbai - 400703

Email: [exe.com@galaxysurfactants.com](mailto:exe.com@galaxysurfactants.com)

## **20. Severability**

20.1 In the event any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Plan in which case the Plan shall be

construed as if such invalid, illegal, or unenforceable provisions had never been set forth herein, and the Plan shall be carried out as nearly as possible according to its original intent and terms.

## **21. Confidentiality**

21.1 An Option Grantee must keep the details of the PSOP- 2025 and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case Option Grantee is found in breach of this Clause on confidentiality, all unexercised Options shall stand cancelled immediately. The decision and judgement of the Committee regarding breach of this Clause on confidentiality shall be final, binding and cannot be questioned by Option Grantee. In case of non-adherence to the provisions of this Clause, the Committee shall have the authority to deal with such cases as it may deem fit.

21.2 On acceptance of the Grant of Option offered by the Company, it shall be deemed that as if the Option Grantee has authorized the Company to disclose information relating to the Option Grantee during the process of implementation of the Scheme or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents and consultants on a need-to-know basis.

21.3 “Confidential Information” includes all trade related information, trade secrets, confidential and privileged information, customer information, employment related information, strategies, administration, research in connection with the Company or Promoters of the Company and commercial, legal, scientific, technical data that are either provided to or made available to the Grantee by the Company or developed by the Grantee to facilitate his/ her work or that the Grantee is able to know or has obtained access by virtue of his/ her employment or position with the Company, as the case may be. To illustrate, the following is an indicative list of Confidential Information:

- i. computer programs, inventions, samples, designs, drawings, machines, tools, photographs, source codes, object codes, methods, concepts, formulas, algorithms, processes, technical specifications, analyses, discoveries, improvements, marketing methods, manufacturing processes, research and development information;
- ii. organizational matters, business plans, company policies, sales forecasts, employee and personnel information (including information pertaining to their terms of employment, experience, contact details, appraisals, performance, competencies, specialized skills/ expertise, medical information, etc.);
- iii. non-public financial information relating to the Company or Promoters of the Company including its financial results for any period;
- iv. business plans of the Company or Promoters of the Company including its monthly reports and estimates;
- v. Current and prospective customer lists and information on customers and their employees;
- vi. Information relating to existing and potential intellectual property of the Company or Promoters of the Company;
- vii. Dividend policy of the Company or Promoters of the Company including the intended declaration of dividend;
- viii. Issue of shares of the Company or Promoters of the Company by way of public offers, rights issues, bonus issue, employee stock options;

- ix. Major expansion plans or execution of new projects including information concerning amalgamations, mergers, acquisitions and takeovers being planned or contemplated by the Company or Promoters of the Company and information concerning the purchase of major equipment or property and the disposal of any undertakings of the Company or Promoters of the Company;
- x. Information relating to the Company or Promoters of the Company regarding acquisition or loss of significant contracts, significant disputes with major suppliers, consumers or any Governmental or regulatory agency;
- xi. Any information that may affect the earnings/ profitability of the Company or Promoters of the Company;
- xii. Any other change in policies, plans or operations of the Company or Promoters of the Company.

21.4 In furtherance of this Plan, the Grantee confirms that:

- i. the Grantee shall not engage himself/ herself in activities that have or will have an adverse impact on the reputation of the Company or Promoters of the Company.
- ii. while during employment with the Company, the Grantee shall engage exclusively in the work assigned by the Company and shall not take up any independent or individual assignments, whether the same is part time or full time, (in an advisory capacity or otherwise) and whether directly or indirectly.
- iii. the Grantee shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities which are or shall be (in the sole opinion of the Board) in conflict with the interests of the Company or Promoters of the Company.
- iv. in consideration of the Options granted to the Grantee, as also, opportunities, training and access to new techniques and know-how that has been made available to the Grantee, the Grantee shall also strictly abide by any and all of the terms of the employment agreed by the Grantee.
- v. the Grantee shall maintain as secret and confidential all Confidential Information and shall not use or divulge or disclose any such Confidential Information except as may be required under any obligation of law (subject to obtaining the consent of the Company) or as may be required by the Company.
- vi. the Grantee understands that the Grant of the Option is limited only to the Shares of the Company, and the Grantee shall have no recourse to the shares of any other company in any manner whatsoever.

21.5 the Grantee understands that "Confidential Information" means any or all information about the Company or Promoters of the Company that satisfies one or more of the following conditions:

- i. such information which has not been made generally available to the public, save and except for information disclosed to the public with the consent of the Company; or
- ii. such information which is critical, in the Company's opinion, to the Company's current or anticipated business activities or those of a customer or supplier or associate or channel partner of the Company or Promoters of the Company and the disclosure of the same would affect their competitiveness; or

- iii. such information which either has been identified as confidential by the Company or Promoters of the Company (either orally or in writing) or has been maintained as confidential from outside parties and is recognized as intended for internal disclosures only; or
- iv. such information which either is of a nature that it gives a distinct edge to the Company or Promoters of the Company over competition when not shared with the competition, or is likely to give any advantage to the competition or any other organization/ person/ group of persons when shared with the organization/ person/ group of persons; or
- v. such information which is required to be kept confidential by any requirement of law.

## **22. Miscellaneous**

22.1 Neither the existence of this Plan nor the fact that an individual has on any occasion been granted an Option shall give such individual any right, entitlement or expectation that he has or shall in future have any such right, entitlement or expectation to participate in this Plan by being granted a Performance Stock Option on any other occasion.

22.2 The rights granted to an Option Grantee upon the Grant of an Option shall not afford the Option Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with the Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

22.3 Participation in this Plan shall not be construed as any guarantee of return on equity investment. Any loss due to fluctuations in the Market Price of the Shares, if any and the risks associated with the investments are that of the Employee alone.

22.4 This Plan shall not confer on any person any legal or equitable rights against the Company (including the Board and/ or Committee) directly or indirectly or give rise to any cause of action at law or in equity against the Company (including the Board and/ or Committee).

22.5 The Grantee shall comply with the provisions of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations 2003, to the extent applicable, or other applicable regulations notified in accordance with Applicable Laws as well as any code of conduct or such similar policy procedure or system formulated or adopted by the Board and communicated to the Grantee from time to time. Any violation of the Applicable Laws or code of conduct may result in cancellation of all Vested and Unvested Options as well as subject the Grantee to disciplinary action at the discretion of the Company.

22.6 The Employee shall not have a right to receive any dividend or to vote or in any manner or enjoy the benefits of a shareholder in respect of Options granted, till Shares underlying such Options are allotted by the Company on Exercise of such Options.

22.7 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company (for example, bonus shares, rights shares, dividend, voting, etc.) in respect of any Shares covered by the Grant unless the Option Grantee Exercises the Options and becomes a registered holder of the Shares of the Company.

22.8 The Options granted shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

22.9 Options granted shall be personal to the Option Grantee and shall not be transferable to any person except in the event of death of the Option Grantee, in which case provisions in table under Clause 8.2(ii) would apply.

22.10 No person other than the Employee to whom the Option is granted shall be entitled to any benefit arising out of the Options or to Exercise the Option except in the event of the death of the Option Grantee, in which provisions in table under Clause 8.2(b) would apply.

22.11 Subject to the provisions of Applicable Law, including the Companies Act, 2013, the Company may at its sole discretion provide financial assistance to the Employees of such amounts and on such terms as may be deemed fit, to enable them to Exercise the Options.