

Astral Employee Stock Option Scheme 2015

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1. Name, Objective and Term of the Scheme

- 1.1 This Scheme shall be called the "Astral Limited Employee Stock Option Scheme 2015" or "Astral ESOS 2015" or "ESOS 2015".
- 1.2 The objectives of ESOS 2015 are as under:
 - 1.2.1 To retain, reward, motivate desired talent for high level of individual performance;
 - 1.2.2 To create a culture of ownership, alignment and shareholder's interest;
 - 1.2.3 To align employees' objectives towards critical goals/milestones of the company.
- 1.3 Astral ESOS 2015 has commenced with effect from 24th October, 2015 and shall continue to be in force until:
 - (i) its termination by the Board or
 - (ii) the date on which all of the options available for issuance under the Scheme have been issued and exercised or shall have expired by reason of lapse of time or otherwise.
- 1.4 Every person who is eligible to participate in the Astral ESOS 2015 does so subject to the provisions contained in this Scheme.
- 1.5 This document sets out features of the ESOS, the benefits accruing to the employees under the Scheme, the duties and responsibilities of the beneficiaries and also the procedures to be followed. The document shall serve as a reference for the administration of the ESOS. This document should be carefully read and understood and the procedures prescribed need to be diligently observed for availing the benefits under the Scheme.
- 1.6 This is a confidential document and should be treated as such by all.
- 1.7 This Scheme has been adopted by the Board of Directors pursuant to resolution passed at its meeting held on 17th September, 2015, read with Special Resolution passed by shareholders of the company through Postal Ballot dated 21st October, 2015.
- 1.8 The Board of Directors may, subject to compliance with applicable Laws, at any time alter, amend, suspend or terminate the Astral ESOS 2015, not being detrimental to the interest of the Option Grantee.

2. Definitions and Interpretation

The terms defined in this ESOS shall for the purposes of this ESOS have the meanings specified herein. Words and expressions not defined herein shall have the meanings as defined in the Securities and Exchange Board of India Act, 1992 Securities Contracts (Regulation) Act, 1956; the Companies Act, 2013; or in any statute or re-enactments hereof, as the case may be.

2.1 Definitions

- 2.1.1 **"Applicable Law"** means every law relating to Employee Stock Options, including, but not limited to the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992, SEBI (Share Based Employee Benefits) Regulations, 2014 and all relevant tax, securities, exchange control or corporate laws of India or any relevant jurisdiction or of any stock exchange on which the shares are listed or quoted.
- 2.1.2 **"Adoption Date"** means the date this scheme is adopted by the Company.
- 2.1.3 **"Board"** means the Board of Directors of Astral Limited,
- 2.1.4 **"Control"** shall have the same meaning as defined under section 2(6) of the Companies Act 2013.
- 2.1.5 **"Change in Control"** shall inter-alia cover:
- company's merger, de-merger, spin-off, consolidation, amalgamation, sale of business, dissolution;
 - company's sale, lease or exchange of all or substantially all of the assets or undertaking;
 - adoption by the company's shareholders of a plan of liquidation, dissolution or winding up;
 - acquisition (other than acquisition pursuant to any other sub-clause of this clause) by any company, person, entity or group of a controlling stake in the company. For this purpose 'Controlling Stake' shall mean more than 50% of the voting share capital of the company; and
 - any other event, which in the opinion of the Board has a material impact on the company's business.
- 2.1.6 **"Companies Act"** means The Companies Act, 2013 and includes any statutory modifications or reenactments thereof.
- 2.1.7 **"Company"** means "Astral Limited" a company incorporated in India under the provisions of the Companies Act, 1956 having its principal office at "Astral House, 207/1, B/h Rajpath Club, Off. S G Highway, Ahmedabad - 380059 and its successors and assigns.
- 2.1.8 **"Company Policies"** or **"Terms of Employment"** means the Company's policies for employees and the terms of employment as contained in the Employment Letter and the Company Handbook, which includes provisions for securing confidentiality, Non Compete and non Poaching of other employees and customers.

- 2.1.9 **"Compensation Committee"** means a Nomination and Remuneration Committee constituted by the Board of Directors as per the requirement of Section 178 of the Companies Act 2013".
- 2.1.10 **"Director"** means a member of the Board of the Company.
- 2.1.11 **"Eligibility Criteria"** means the criteria as may be determined from time to time by the Compensation Committee for granting options under ESOS 2015 to the employees.
- 2.1.12 **"Employee"** means
- i) a permanent employee of the Company working in India or out of India; or
 - ii) a Director of the Company, whether a whole time Director or not but excluding independent director; or
 - iii) an employee, as defined in sub-clauses (i) or (ii) in this Para, of a Subsidiary company, in India or out of India, , but excludes
 - an employee who is a Promoter or an employee being a part of Promoter Group;
 - a Director who either by himself or through his relatives or through anybody corporate, directly or indirectly holds more than 10% of the outstanding equity shares of the Company.
- 2.1.13 **"Employee Stock Option" or "Option"** means the option given to employees satisfying the eligibility criteria which gives them the benefit or right to purchase or subscribe at a future date, the securities offered by the company directly or indirectly at a predetermined price.
- 2.1.14 **"Employee stock option scheme (ESOS)"** means a scheme under which a company grants employee stock option directly.
- 2.1.15 **"ESOS shares"** means shares arising out of exercise of options granted under ESOS.
- 2.1.16 **"Equity Share"** means one Equity Share of the Face Value of Re.1 each in the Company;
- 2.1.17 **"Exercise"** means making of an application by an employee to the company for issue of shares, against vested options in pursuance of the ESOS 2015 along with exercise price payable for the shares.
- 2.1.18 **"Exercise Date"** means the date on which the employee elects to exercise the options granted to him.
- 2.1.19 **"Exercise Period"** means the time period after vesting within which the employee should exercise his right to apply for shares against vested options in pursuance of ESOS 2015;

- 2.1.20 **"Exercise Price"** means the price payable by the employee for the exercising the options granted to him under the ESOS 2015.
- 2.1.21 **"Grant"** means the process by which the company issues options, shares or any other benefits pursuant to the scheme.
- 2.1.22 **"Grant date"** means date on which the compensation committee approves the grant.
- 2.1.23 **"Independent director"** shall have the same meaning as assigned to it in the clause 49 of the equity listing agreement as prescribed by SEBI.
- 2.1.24 **"Key management Personnel"** shall have the same meaning as defined under section 2(51) of the Companies Act, 2013.
- 2.1.25 **"Market Price"** means the latest available closing price on a recognized stock exchange, on which the shares of the company are listed on the date immediately prior to the relevant date.

If the shares of the company are listed on more than one recognized stock exchange in India, the market price shall be closing price on the stock exchange having higher trading volume shall be considered as market price.

- 2.1.26 **"Option"** means the option given to an employee which gives him a right to purchase or subscribe at a future date, the shares offered by the company, directly or indirectly, at a pre-determined price.
- 2.1.27 **"Option Grantee"** means an employee having right but not an obligation to exercise an option in pursuance ESOS.
- 2.1.28 **"Permanent disability"** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an employee from performing any specific job, work or task which the said employee was capable of performing immediately before such disablement, as determined by the Board based on a certificate of a medical expert identified by such committee.
- 2.1.29 **"Promoter"** means:

- the person or persons who are in control of the issuer;
- the person or persons who are instrumental in the formulation of a plan or programme pursuant to which specified securities are offered to public;
- the person or persons named in the offer document as promoters:

Provided that a director or officer of the issuer or a person, if acting as such merely in his professional capacity, shall not be deemed as a promoter.

Provided further that a financial institution, scheduled bank, foreign institutional investor and mutual fund shall not be deemed to be a promoter merely by virtue of the fact that ten per cent or more of the equity share capital of the issuer is held by such person. Such financial institution, scheduled bank and foreign institutional investor shall be treated as promoter for the subsidiaries or companies promoted by them or for the mutual fund sponsored by them.

2.1.30 **"Promoter Group"** means:

- i) the promoter;
- ii) An immediate relative of the promoter (i.e. spouse of that person, or any parent, brother, sister or child of the person or of the spouse); and
- iii) in case promoter is a body corporate:
 - a. a subsidiary or holding company of such body corporate;
 - b. any body corporate in which the promoter holds ten per cent. or more of the equity share capital or which holds ten per cent. or more of the equity share capital of the promoter;
 - c. any body corporate in which a group of individuals or companies or combinations thereof which hold twenty per cent. or more of the equity share capital in that body corporate also holds twenty per cent. or more of the equity share capital of the issuer; and
- iv) in case the promoter is an individual:
 - a. any body corporate in which ten per cent. or more of the equity share capital is held by the promoter or an immediate relative of the promoter or a firm or Hindu Undivided Family in which the promoter or any one or more of his immediate relative is a member;
 - b. any body corporate in which a body corporate as provided in (a) above holds ten per cent. or more, of the equity share capital;
 - c. any Hindu Undivided Family or firm in which the aggregate shareholding of the promoter and his immediate relatives is equal to or more than ten per cent. of the total; and
- v) all persons whose shareholding is aggregated for the purpose of disclosing in the prospectus under the heading "shareholding of the promoter group":

Provided that a financial institution, scheduled bank, foreign institutional investor and mutual fund shall not be deemed to be a promoter merely by virtue of the fact that ten per cent or more of the equity share capital of the company is held by such person.

Provided further that such financial institution, scheduled bank and foreign institutional investor shall be treated as promoter for the subsidiaries or companies promoted by them or for the mutual fund sponsored by them.

Provided where the promoter or promoter group of a company is a body corporate, the promoters of that body corporate shall also be deemed to be promoters of such company.

2.1.31 **"Recognized Stock Exchange"** means the BSE, NSE or any other Stock Exchange in India on which the Company's Shares are listed or to be listed.

2.1.32 **"Relevant date"** This means, -

- In the case of grant, the date on which the compensation committee approves the grant; or
- In the case of exercise, the date on which the employee elects to exercise the options granted to him.

2.1.33 **"Retirement"** means retirement as per the rules of the Company.

2.1.34 **"Relative"** shall have the same meaning as defined under section 2(77) of the Companies Act, 2013.

2.1.35 **"Share"** means equity shares and securities convertible into equity shares and shall include American Depositary Receipts (ADRs), Global Depositary Receipts (GDRs) or other depository receipts representing underlying equity shares or securities convertible into equity shares.

2.1.36 **"Scheme"** means Employee Stock Option Scheme under which the Company is proposing to provide share based benefits to employees which may be implemented or administered by the Compensation Committee.

2.1.37 **"SEBI Act"** means the Securities & Exchange Board of India Act, 1992 as amended, and includes all regulations and clarifications issued there under.

2.1.38 **"SEBI Guidelines"** means the Securities and Exchange Board of India, Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, as amended and includes all regulations and clarification issued thereunder.

2.1.39 **"Subsidiary company"** means any present or future subsidiary company of the Company, as defined in the Companies Act, 2013.

2.1.40 **"Vesting"** means the process by which the employee becomes entitled to receive the benefit of a grant made to him under ESOS;

2.1.41 **"Vesting period"** means the period during which the vesting of options under ESOS takes place.

2.2 Interpretation

In this Scheme, unless the contrary intention appears:

- a) the clause headings are for ease of reference only and shall not be relevant to interpretation;
- b) a reference to a clause number is a reference to its sub-clauses;
- c) words in singular number include the plural and vice versa;
- d) words importing a gender include any other gender;
- e) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.

- f) the word “person” includes an individual, a firm, a body corporate or unincorporated or any authority;
- g) any word or expression importing the masculine, feminine or neuter genders only, shall be taken to include all three genders.
- h) Reference to any Act, Rules, Statute or Notification shall include any statutory modifications, substitution or re-enactment thereof.

3 Implementation

The ESOS 2015 shall be implemented by the Compensation Committee under the policy and framework laid down by the Board.

4 Administration

- 4.1** The ESOS 2015 shall be administered by the Compensation Committee. All questions of interpretation of the ESOS 2015 or any Employee Stock Option shall be determined by the Compensation Committee and such determination shall be final and binding upon the Option Grantee.
- 4.2** The Compensation Committee shall in accordance with this Scheme and Applicable Laws determine the following:
 - 4.2.1** The Eligibility Criteria for grant of Options;
 - 4.2.2** The procedure and terms for the Grant, Vest and Exercise of Employee Stock Option;
 - 4.2.3** The quantum of Options to be granted and the time when stock options will be granted under the ESOS 2015, subject to the overall ceiling as specified in Para 5.1;
 - 4.2.4** Number of options to be granted, to each eligible employee and in the aggregate, and the times at which such grants shall be made;
 - 4.2.5** The conditions under which options and that options may vest in employee and lapse in case of termination of employment for misconduct;
 - 4.2.6** The exercise period within which the employee should exercise the option and that option would lapse on failure to exercise the option within the exercise period;
 - 4.2.7** The specified time period within which the employee should exercise the vested options in the event of termination or resignation of the employee;
 - 4.2.8** The right of an employee to exercise all options vested to him at one time or at various points of time within the exercise period;

- 4.2.9** The procedure for making a fair and reasonable adjustment to the number of options and to the exercise price in case of corporate actions such as merger, sale of division, stock split / consolidation, rights issues, bonus issues and others;
- 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;
 - The vesting period and the life of the options shall be left unaltered as far as possible to protect the rights of the option holders;
- 4.2.10** The procedure and terms for the Grant, Vest and Exercise of Employee Stock Option in case of the Option Grantee were to go on long leave;
- 4.2.11** The procedure for cashless exercise of ESOS, if any;
- 4.2.12** The Compensation Committee shall meet as required for the purpose of administering the ESOS;
- 4.2.13** Approve forms, writings and/or agreements for use in pursuance of the ESOS 2015;
- 4.2.14** The Compensation Committee shall have powers to review the ESOS 2015 annually and recommend appropriate changes in the terms and conditions of the ESOS 2015, if any, to the Board of Directors. Changes would be recommended in cases such as:
- a. the current ESOS 2015 does not fulfil the objectives set out;
 - b. there are changes in legislation, which need to be incorporated in the ESOS 2015
 - c. such changes facilitate effective implementation or improvement of the ESOS 2015
 - d. such changes are for the welfare of the Employees
- 4.2.15** The Compensation Committee shall ensure that the ESOS 2015 is implemented in accordance with the SEBI (Share based Employee Benefit) Regulations 2014.
- 4.2.16** No member of the Compensation Committee shall be liable for any decision or action carried out in good faith with respect to the ESOS 2015 of the Company.
- 4.2.17** The Compensation Committee is empowered to constitute a working committee to assist the Compensation Committee in the selection and appraisal of Employees for the participation in the ESOS 2015.
- 4.2.18** The Compensation Committee shall frame suitable policies and systems to ensure that there is no violation of;
- (a) Securities and Exchange Board of India (Insider Trading) Regulations, 2015; and
 - (b) Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 1995, by any employee.

5 Authority and Ceiling

- 5.1** The Board in its meeting on September 17, 2015 and the shareholders by passing of special resolution through Postal Ballot dated October 21, 2015 has resolved to grant to employees under Employee Stock Option Scheme 2015, 150,000 stock options exercisable into not more than 1,50,000 equity shares of Face Value Re. 1 each, to the Option Grantee, in accordance with the terms and conditions of such issue.
- 5.2** The Company shall not grant options to the employees of Subsidiary Companies except with the prior approval of the members of the Company accorded by passing separate resolution.
- 5.3** The maximum number of shares to be allotted during any one year per eligible employee shall not exceed 1% of the issued capital of the company (excluding outstanding warrants and conversions) at the time of grant of options, except with the specific approval of the members of the Company, accorded in a general body meeting.
- 5.4** If an Employee Stock Option expires or becomes un-exercisable due to any other reason, it shall become available for future Grants, subject to compliance with all Applicable Laws.
- 5.5** Where Shares are issued consequent upon exercise of any Stock Options under the ESOS 2015, the maximum number of Shares that can be issued under ESOS 2015 as referred to in Clause 5.1 above will stand reduced to the extent of such Shares issued.
- 5.6** In case of consolidation of shares where the face value of the shares is increased to above Re. 1, the maximum number of shares available for being issued under ESOS 2015 shall stand modified accordingly, so as to ensure that the aggregate cumulative face value (No. of shares X Face value per share) prior to such consolidation remains unchanged after the share consolidation.
- 5.7** In case of any corporate action(s) such as rights issues, bonus issues, merger and sale of division and others, a fair and reasonable adjustment needs to be made to the stock option granted. Accordingly, if any additional shares are issued by the Company to the Option Grantee for making such fair and reasonable adjustment, the ceiling of equity shares as stated above shall be deemed to be increased to the extent of such additional equity shares issued.

6 Eligibility and Applicability

- 6.1** The employee shall be eligible to participate in the schemes of the Company as determined by the Compensation Committee.
- 6.2** All employees of the Company and its subsidiaries whether in India or abroad who are selected by the compensation committee are eligible to participate in the ESOS unless they are prohibited to participate in the ESOS under any applicable Regulations and Guidelines as may be issued by SEBI from time to time. However, No option shall be granted to employees of Subsidiary Company except with the prior approval of the members of the Company accorded by passing separate resolution.

7 Granting Of Options

- 7.1 The Options may be granted at any time after the Adoption Date.
- 7.2 The Options shall be granted at such price to the option grantee as may be decided by the Compensation Committee. The Board shall also specify the Exercise Price i.e. the price per share to be paid by the Option Holder to the Company for subscribing to the Equity Shares which his Option entitles him to subscribe to the Equity Shares.
- 7.3 The Company shall send a Grant Letter to each Employee to whom an Option has been granted as soon as reasonably practicable following the Date of Grant. The employee shall accept the Options granted by way of an acceptance letter along with an undertaking (as prescribed from time to time).
- 7.4 The Grant Letter shall contain the following information (although any omission shall not affect the validity of the Option):
- (a) Date of Grant;
 - (b) Number of Options granted;
 - (c) Exercise Price;
 - (d) details of any Performance Conditions applicable to the Option;
 - (e) a statement that no Option can be transferred, assigned or charged; and
 - (f) such other information as the Board may deem fit
- 7.5 Each Option shall entitle the Option Holder on completion of vesting conditions, to subscribe to one Equity Share as endorsed thereon at the Exercise Price. However, the Option Holder is not obliged to exercise the Option.
- 7.6 The Options issued to an Employee shall not be transferable to any person.
- 7.7 The Employee to whom the Options are issued shall not be entitled to pledge, mortgage, hypothecate or otherwise alienate them in any manner.

8 Vesting Schedule / Conditions

- 8.1 Options granted under ESOS 2015 may vest not earlier than one year and not later than two years from the date of grant of such options.
- 8.2 Vesting of options shall be subject to continued employment with the Company upto the vesting date.
- 8.3 The options would vest on passage of time, in addition to which the Compensation Committee may also specify certain performance parameters subject to which the options shall vest.

- 8.4 The specific vesting schedule and conditions subject to which vesting shall take place shall be outlined in the document given to the option grantee at the time of grant of options.
- 8.5 An option vested in an eligible employee shall entitle him to apply for the share within the exercise period and at the exercise price.
- 8.6 The Compensation Committee in its absolute discretion may permit the options granted, including unvested options to be exercised within such time, subject to such terms and conditions as it may determine.
- 8.7 Upon failure to exercise option within the exercise period, the amount payable by the employee, if any, at the time of grant of option may be forfeited by the company. Also, the Options that are lapsed or are forfeited will be available for future grant to the eligible Employees.

9 Exercise

- 9.1 The Exercise Price of each option shall be Rs. 22.50/-* (Rupees Twenty Two and Fifty Paise only).
- 9.2 Each stock option when exercised would be converted into one equity share of Re 1/- (Rupee One only) each fully paid-up.
- 9.3 Payment of the Exercise Price shall be made by a crossed cheque or a demand draft drawn in favour of the Company or in such other manner as the Compensation Committee may decide.
- 9.4 The Employee Stock Options granted shall be capable of being exercised within a period of not more than one year from the date of Vesting of the respective Employee Stock Options.
- 9.5 There will not be any lock in period after the shares are allotted to eligible employees.

*** Pursuant to Bonus issue as approve by shareholders vide Postal Ballot resolution dated 6th September, 2019, Nomination and remuneration committee adjusted the exercise price from Rs. 50/- to Rs. 40/- per Option.**

*** Pursuant to Bonus issue as approve by shareholders vide Postal Ballot resolution dated 9th March, 2021, Nomination and remuneration committee adjusted the exercise price from Rs. 40/- to Rs. 30/- per Option.**

*** Pursuant to Bonus issue as approve by shareholders vide Ordinary Resolution dated 3rd March, 2023, Nomination and remuneration committee adjusted the exercise price from Rs. 30/- to Rs. 22.50/- per Option.**

- 9.6 In the event that the option grantee is on a long leave of more than 90 days after the grant, unless the Compensation Committee decides otherwise, all unvested options will lapse. In case, Options have vested at the time of going on such leave, but are un-exercised by the Option Grantee, the outstanding unexercised options will lapse.
- 9.7 The Compensation Committee in its absolute discretion may permit the options granted, including unvested options to be exercised within such time, subject to such terms and conditions as it may determine.

- 9.8 No person other than the Employee to whom the Options are issued shall be entitled to exercise the Option, except in the circumstances provided hereinafter.

In the event of any Option Holder:

- a) Dying whilst in the employment or engagement of the Company, the options granted to him under ESOS 2015 as on the date shall vest in his legal heirs or nominees and the exercise of options shall be accelerated;
 - b) Becoming totally or permanently disabled while in employment, the options granted to him under ESOS 2015 as on the date of occurrence of permanent disability shall vest in him on the date of occurrence of the permanent disability;
 - c) The Option Holder shall be entitled, at any time to nominate a person/(s) who shall be eligible to exercise the Option, issued to him in the event of the death of the Option Holder. The nomination shall be in the prescribed form.
- 9.9 In the event of the death of the Option Grantee while in employment with the Company, all the Vested and Unvested Options may be Exercised by the Option Grantee's nominee immediately after, but in no event later than 1 (one) year from the date of death.
- 9.10 In the event of separation of the Option Grantee from the Company due to reasons of permanent incapacity the Option Grantee may exercise his Vested as well as Unvested Option immediately after permanent incapacity but in no event later than 1 (one) year from the date of such separation from employment.
- 9.11 In the event of separation from employment for reasons of normal retirement or a retirement specifically approved by the Company:
- a. all Vested Options should be exercised by the Option Grantee immediately after, but in no event later than one year from the date of such Option Grantee's retirement, and
 - b. all Unvested Options will lapse as on the date of such retirement, unless otherwise determined by the Compensation Committee whose determination shall be final and binding.
- 9.12 In the event of resignation, unless the Compensation Committee decides otherwise,
- a. all Unvested Options, on the date of submission of resignation, shall expire and stand terminated with effect from that date.
 - b. all Vested Options as on that date shall be exercisable by the Employee not later than the last working day of such resigned employee with the Company.
- 9.13 In the event of abandonment of employment by the Option Grantee without the Company's consent, all Employee Stock Options granted to him, including the Vested Options, which were not exercised at the time of abandonment of employment, shall stand terminated with

immediate effect. The Compensation Committee, at its sole discretion shall decide the date of abandonment by the Option Grantee and such decision shall be binding on him.

- 9.14 In the event of termination of the employment of the Option Grantee due to breach of Policies of the Company or the terms of employment, all Employee Stock Options granted to him, including the Vested Options which were not exercised at the time of such breach shall stand terminated with effect from the date of such breach; the date of such breach shall be determined by the Compensation Committee, and its decision on this issue shall be binding and final.
- 9.15 An Option that has become exercisable under the Scheme and has not lapsed under the Scheme may be exercised in whole or in part by the Option Holder by sending an Exercise Notice to the Company.
- 9.16 In the event that an employee who has been granted ESOS 2015 is transferred or deputed to an subsidiary company prior to vesting or exercise, the vesting an exercise as per the terms of grant shall continue in case of such transferred or deputed employee even after transfer or deputation.

10 Other Terms and Conditions

- 10.1 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company (including but not limited to bonus shares, rights shares, dividend, voting, etc) in respect of any Shares covered by the Grant until and unless the Option Grantee exercises the Astral ESOS 2015 and becomes a registered holder of the Shares of the Company.
- 10.2 The Employee Stock Option shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 10.3 If the Company issues bonus or rights shares, the Option Grantee will not be eligible for the bonus or rights shares in the capacity of an Option Grantee. However, an adjustment to the number of options or the exercise price or both would be made by the Compensation Committee in accordance with Astral ESOS 2015.
- 10.4 Employee Stock Options shall not be transferable to any person except in the event of death or permanent incapacity to exercise the options of the Option Grantee, in which case Clause 9.8, 9.9 and 9.10 would apply.
- 10.5 No person other than the Employee to whom the Employee Stock Option is granted shall be entitled to Exercise the Employee Stock Option except in the event of the death or permanent incapacity to exercise the options of the Option Grantee, in which case Clause 9.8, 9.9 and 9.10 would apply.
- 10.6 All Shares arising on exercise of options shall rank pari passu in all respects with the existing Shares of the Company.
- 10.7 The shares arising on Exercise of Option pursuant to the scheme shall be listed immediately upon Exercise on one or more recognized stock exchanges where the shares of the Company are listed, subject to all Applicable Laws.

11 Tax Liability

- 11.1 The liability of paying tax, if any on the Stock Options pursuant to Astral ESOS 2015 and the shares issued pursuant to Exercise of Options shall be entirely on the Option Grantee (his nominee(s)/legal heir(s) as the case may be) and shall be in accordance with the provisions of the Income Tax Act, 1961 (or any re-enactment thereof) and or rules framed thereunder.
- 11.2 In the event of any amendment or modifications to the provisions of the Income Tax Act, 1961 (or any re-enactment thereof) and / or the rules framed thereunder, as existing on the date of this Astral ESOS 2015, the Compensation Committee shall have the power to amend or modify ESOS 2015 without the consent of the Option Grantee in order to ensure that the Company is in the same position as it would have been had the amendments or modifications in the Income Tax 1961 (or any re-enactment thereof) and / or the rules framed thereunder not been made, not being otherwise detrimental to the interest of the Option Grantee

12 Tax Deduction at source

- 12.1 The Company shall have the right to deduct from the salary of the Option Grantee or receive from the Grantee (his nominee(s)/legal heir(s) as the case may be) any of the tax obligations as stated in Clause 11 above, in connection with the Employee Stock Option or the Shares acquired upon the Exercise thereof.
- 12.2 The Company shall have no obligation to deliver Shares until the tax obligations, if any, have been satisfied by the Option Grantee.

13 Confidentiality

- 13.1 The Option Grantee shall maintain as secret and confidential all Confidential Information (as defined herein) 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.
- 13.2 The clause above applies to such information that the Company believes in its discretion to be confidential. Consequently, the Option Grantee understands that "Confidential Information" means and includes any or all of the following information about the Company:
- a. it 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
 - b. it is critical to the Company's current or anticipated business or research and development activities or those of a customer or supplier or associate or channel partner of the Company and the disclosure of the same would affect their competitiveness; or
 - c. it either has been identified as confidential by the Company (either orally or in writing) or it has been maintained as confidential from outside parties and is recognized as intended for internal disclosures only; or

- d. it either is of a nature that it gives a distinct edge to 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
- e. it is required to be kept confidential by any requirement of law; or
- f. all trade related information, trade secrets, confidential and privileged information, customer information, employment related information, strategies, administration, research in connection with the Company and commercial, legal, scientific, technical data that are either provided to or made available to the Option Grantee by the Company to facilitate his/her work or that he/she is able to know or has obtained access by virtue of his/her employment or position with the Company.

14 Authority to vary terms

- 14.1 The Compensation Committee may, if it deems necessary, vary, modify or alter the terms of Astral ESOS 2015, subject to the Applicable Laws, unless such variation, modification or alteration is detrimental to the interests of the Option Grantee.

Provided that the company shall be entitled to vary the terms of the Astral ESOS 2015 to meet any regulatory requirements.

- 14.2 The company may re-price the options which are not exercised, whether or not they have been vested if ESOS is rendered unattractive due to fall in the price of the shares in the market. Provided that the company ensures that such re-pricing shall not be detrimental to the interest of employees and approval of shareholders in General Meeting has been obtained for such re-pricing

15 Miscellaneous

- 15.1 This Astral ESOS 2015 shall be subject to all Applicable Laws, and approvals from governmental authorities.
- 15.2 The inability of the Company to obtain authority from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance and sale of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to issue or sell such Shares.
- 15.3 The grant of an Employee Stock Option does not form part of the Option Grantee's entitlement to compensation or benefits pursuant to his contract of employment nor does the existence of a contract of employment between any person and the Company give such person any right or entitlement to have an Employee Stock Option granted to him in respect of any number of shares or any expectation that an Employee Stock Option might be granted to him whether subject to any condition or at all.
- 15.4 Neither the existence of this Scheme nor the fact that an individual has on any occasion been granted an Employee Stock Option shall give such individual any right, entitlement or

expectation that he or she has or will in future have any such right, entitlement or expectation to participate in this Scheme by being granted an Employee Stock Option on any other occasion.

- 15.5 The rights granted to the Option Grantee upon the grant of an Employee Stock 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).
- 15.6 The Option Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise an Employee Stock Option in whole or in part.

16 Disclosures

- 16.1 The Company shall make such disclosures to the Option Grantees as are specified in the SEBI Guidelines.

17 Notices

- 17.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of this Astral ESOS 2015 shall be in writing and shall be sent to the address of the Option Grantee available in the records of the Company, or handed over personally to the Option Grantee.
- 17.2 Any communication to be given by the Option Grantee to the Company in respect of ESOS 2015 shall be sent to the address mentioned below.

Astral Limited
"Astral House", 207/1, B/h Rajpath Club
Off S G Highway
Ahmedabad - 380059

18 Governing Law and Jurisdiction

- 18.1 The terms and conditions of the Astral ESOS 2015 shall be governed by and construed in accordance with the laws of India.
- 18.2 The Courts of Ahmedabad, Gujarat, India shall have exclusive jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOS 2015.

19 REPRESENTATION

Neither the Company nor the Board of Directors makes any representation regarding the performance of the Company or the future value of the Equity Shares. Each Employee should take the decision to exercise the Options issued to him after considering all the Provisions of this Scheme and other relevant factors

This represents the Complete Scheme for Astral ESOS 2015.