



## CTIL Employee Stock Option Scheme 2023



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**1. Name, Objective and Term of the ESOS 2023**

- 1.1 This scheme shall be called the ‘CTIL Employee Stock Option Scheme 2023’ (“ESOS 2023” or “Scheme”).
- 1.2 This Scheme 2023 is formulated and approved by the Nomination and Remuneration Committee of the Board of Directors of the Company at its meeting held on 16<sup>th</sup> January 2023, and approved by the Board of Directors of the Company at its meeting held on 16<sup>th</sup> January 2023, and approved by the Shareholders of the Company vide a special resolution passed through postal ballot on 09<sup>th</sup> March, 2023.
- 1.3 The Company aims to provide competitive remuneration opportunities to its employees, including through the Scheme. The Company believes that the presence of a Scheme and the resulting employee ownership can facilitate a performance driven culture and contribute to the success of the Company. The Company views the Scheme as long-term incentive instruments to enable the employees to share the value they create for the Company in the years to come. Accordingly, the main objectives of the Scheme 2023 are:
- i. to achieve sustained growth of the Company and create shareholder value by aligning the interests of the employees with the long-term interests of the Company;
  - ii. to attract and retain talent and as well as to motivate the employees to contribute to its growth and profitability;
  - iii. to recognize and reward the efforts of employees and their continued association with the Company and/or its Group Company(ies) including Subsidiary Company(ies) and associates.
  - iv. to promote the culture of employee ownership, to enable the employees to have greater involvement in the existing schemes of the Company and provide them an opportunity to share in the future growth and profitability of the Company, which should lead to improved employee engagement, motivation, and retention.
- 1.4 The ESOS 2023 is established with effect from date on which the ESOS 2023 will be adopted by the Committee (as defined hereinafter) and does the grant and shall continue to be in force until (i) its termination by the Board or Committee as per provisions of Applicable Laws, or (ii) the date on which all of the Options available for Grant under the ESOS 2023 have been issued and exercised.

**2. Definitions and Interpretation**

**2.1 Definitions**

- i. “**Applicable Law**” means every law relating to equity-based compensation scheme, including, without limitation to, the Companies Act and rules thereof and includes any statutory modifications or re-enactments thereof, Securities Exchange Board of India Act, 1992, the SEBI SBEB & SE Regulations 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.





- ii. **"Board"** means the Board of Directors of the Company.
- iii. **"Committee"** means the Nomination and Remuneration Committee constituted by the Board from time to time, as per the requirements of the Applicable Laws, ESOS 2023 and other employee benefit schemes among other things, comprising of such members of the Board as provided under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time, and having such powers as specified under the SEBI SBEB & SE Regulations and the Companies Act, 2013, read with powers specified in this ESOS 2023.
- iv. **"Companies Act"** means the Companies Act, 2013 and includes any statutory modifications or re-enactments thereof.
- v. **"Company"** means 'Century Textiles and Industries Limited', a Company within the meaning of the Companies Act, 2013 and having Corporate Identification Number L17120MH1897PLC000163 and its registered office at Century Bhavan, 2<sup>nd</sup> Floor, Dr Annie Besant Road, Worli, Mumbai, Maharashtra – 400030.
- vi. **"Company Policies/Terms of Employment"** shall include the Company's policies/code of conduct for Employees as amended from time to time, other relevant human resource policies and the terms of employment as contained in the employment letter and the Company handbook, which includes provisions requiring a desired level of performance, securing confidentiality, non-compete, and non-poaching of other employees and customers. Policies/Code of Conduct as amended from time to time, other relevant human resource policies and Terms of Employment of the Group Companies including Subsidiary Company(ies) and associates as regards a Grantee on the payrolls of such Company shall be deemed to be "Company Policies/Terms of Employment" for such Grantee.
- vii. **"Director"** means a member of the Board of the Company.
- viii. **"Eligibility Criteria"** means the criteria as may be determined from time to time by the Committee for granting Options to the Employees.
- ix. **"Employee"** means:
  - (i) an employee as designated by the Company, who is exclusively working in India or outside India; or
  - (ii) a Director of the Company, whether a whole-time director or not, including a non-executive director, who is not a Promoter or member of the Promoter Group but excluding an Independent Director; and
  - (iii) an employee as defined in sub-clauses (i) and (ii) above, of Group Company including Subsidiary Company(ies) and associates, in India or outside India, of the Company,  
**but excludes-**
    - a. an employee who is a Promoter or belongs to the Promoter Group;



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- b. a Director, who either by himself or through his relatives or through any-body corporate, directly or indirectly holds more than 10% of the outstanding equity shares of the Company;
- x. **"Employee Stock Option"** means an Employee Stock Option granted to an Employee, which gives such Employee a right, but not an obligation, to purchase or subscribe at a future date the Share underlying such option at a pre-determined price during the exercise period in accordance with the terms of Scheme.
- xi. **"ESOS 2023 or Scheme"** means this 'CTIL Employee Stock Option Scheme 2023' under which the Company is authorized to grant Options to the Employees.
- xii. **"Exercise"** of an Option means expression of an intention through application in writing by an Grantee to the Trust to acquire the Shares underlying the Options vested in him, in pursuance of the ESOS 2023, in accordance with the procedure laid down by the Company/Trust for exercise of Options.
- xiii. **"Exercise Period"** means such time period after Vesting within which the Employee should exercise the Options vested in him in pursuance of the ESOS 2023.
- xiv. **"Exercise Price"** means the price payable by the Employee in order to exercise the Options granted to him in pursuance of the ESOS 2023 as determined by the Committee.
- xv. **"Good Leaver"** means any of the following situations in relation to an Employee holding Options:
- (i) the Employee resigning from his/ her employment after a period of at least one year from the Grant Date, with the prior consent of the Company through its authorized officer; or
  - (ii) the Company terminates an Employee without any Misconduct.
- xvi. **"Grant"** means the process by which the Company issues Options to the Employees under the ESOS 2023.
- xvii. **"Grant Date"** means the date of the meeting of the Committee in which Grant of Options to the Employees are approved or any such date which may be determined by the Committee as the Grant date as per Applicable Laws.
- xviii. **"Grantee"** means an eligible Employee who has been granted an Employee Stock Option in pursuance of the ESOS 2023 and deems to include a Beneficiary being the legal heir or nominee of such Grantee upon his eventual death while in employment or service.
- xix. **"Group" or "Group Company"** means two or more companies which, directly or indirectly, are in position to-
- (i) Exercise twenty-six percent, or more of the voting rights in the other company; or
  - (ii) Appoint more than fifty percent, of the members of the board of directors in the other company; or



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(iii) Control the management or affairs of the other company.

- xx. **“Independent Director”** means a Director within the meaning of Section 149(6) of the Companies Act read with Regulation 16(1)(b) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- xxi. **“Misconduct”** means disregard or breach of the Company’s bye-laws, rules, regulations and the Company Policies/ Terms of Employment / Code of Conduct/any Policies and includes mismanagement of position by breach of trust, action or inaction, alleged wrong doing, misfeasance, fraud, or violation of any rule, regulation or law which was expected to be abided by the Employee.
- xxii. **“Permanent Incapacity”** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps a Grantee from performing any specific job, work or task which the said Grantee was capable of performing immediately before occurrence of such disability, as determined by the Committee based on a certificate of a medical expert identified by the Company.
- xxiii. **“Promoter”** has the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
- xxiv. **“Promoter Group”** has the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.
- xxv. **“Recognized Stock Exchange”** means National Stock Exchange Limited or BSE Limited or any recognized other stock exchange in India on which the Company’s Shares are listed.
- xxvi. **“Retirement”** means retirement of employee as per the rules of the Company.
- xxvii. **“Option(s)”** means an Employee Stock Option.
- xxviii. **“SEBI”** means the Securities and Exchange Board of India.
- xxix. **“SEBI SBEB & SE Regulations”** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and enacted from time to time read with all circulars and notifications issued thereunder.
- xxx. **“Secondary Acquisition”** means acquisition of existing equity Shares of the Company by the Trust on the platform of a recognized Stock Exchange for cash consideration.
- xxxi. **“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.





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- xxxii. **"Shares"** means equity shares of face value of Rs. 10 (Rupees Ten) each of the Company within the meaning of this ESOS 2023.
- xxxiii. **"Subsidiary Company"** means any present or future Subsidiary Company(ies) of the Company, as per the provisions of the Companies Act.
- xxxiv. **"Trust"** means the **'CTIL Employee Welfare Trust'** being irrevocable trust under Indian Trust Act, 1882 and other applicable laws, being set-up by the Company via trust deed for the administration of the employee stock option schemes of the Company including this Scheme being authorised from time to time, to acquire, hold and transact in cash and Shares of the Company for the purposes of relevant employee stock option schemes of the Company including this Scheme.
- xxxv. **"Trustee"** shall mean the person/ entity appointed as a trustee under the trust deed of the Trust to manage the affairs of the Trust.
- xxxvi. **"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 granted under ESOS 2023.
- xxxvii. **"Vest" or "Vesting"** means earning by the Grantee, of the right to Exercise the Employee Stock Options granted to him in pursuance of the ESOS 2023.
- xxxviii. **"Vesting Conditions"** means the conditions that may be stipulated by the Committee subject to which the Options granted would vest in a Grantee.
- xxxix. **"Vesting Period"** means the period, during which the Vesting of the Option granted to the Grantee, in pursuance of ESOS 2023 takes place.
- xl. **"Vested Option"** means an Option in respect of which the relevant Vesting Conditions have been satisfied and the Grantee has become eligible to Exercise the Option.

## 2.2 Interpretation

In this ESOS 2023, 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 also 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 any other authority;



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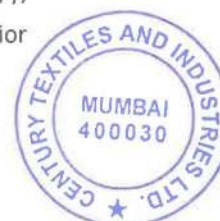
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- g) references to this Scheme shall be construed as a reference to this Scheme
- h) any reference to any legislation, statute, statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, reenacted or replaced;
- i) any reference to a clause, paragraph or annexure is, unless indicated to the contrary, a reference to a clause, paragraph or annexure of this Scheme; and

words and expressions used and not defined here but defined in the SEBI SBEB & SE Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Companies Act, and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation, as the context requires.

### 3. Authority and Ceiling

- 3.1 The shareholders of the Company while approving this ESOS 2023 by way of special resolution dated 09<sup>th</sup> March, 2023, have authorized the Board including Committee to grant not exceeding **17,25,000 (Seventeen Lakhs Twenty Five Thousand Only) Options** to the eligible Employees under the ESOS 2023, from time to time, in one or more tranches, exercisable into not more than same number of Shares, which shall be acquired by the Trust through the Secondary Acquisition, with each such Option conferring a right upon the Employees to apply for one Share in the Company to be transferred by the Trust upon Exercise thereof, in accordance with the terms and conditions as may be decided under the ESOS 2023.
- 3.2 The maximum number of Options that may be granted to each Employee and in aggregate shall vary depending upon the designation and the appraisal / assessment process, however, shall not exceed **6,00,000 (Six Lakhs Only) Options** per eligible Employee. However, the Committee reserves the right to decide the number of Options to be granted and the maximum number of Options that can be granted to each Employee within this ceiling.
- 3.3 If an Option expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Options pool and shall become available for future grants, subject to compliance with the provisions of the Applicable Laws.
- 3.4 Where Shares are transferred by the Trust consequent upon Exercise of an Option under the ESOS 2023, the maximum number of Shares that can be transferred under ESOS 2023 as referred to in Sub-clause 3.1 above shall stand reduced to the extent of Shares transferred.
- 3.5 In case of a Share split or consolidation, if the revised face value of the Share is less or more than the current face value as prevailing on the date of coming into force of this ESOS 2023, the maximum number of Shares being granted under ESOS 2023 as specified above shall stand modified accordingly, so as to ensure that the cumulative face value (number of Shares X revised face value per Share) prior to such Share split or consolidation remains unchanged after such Share split or consolidation.





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- 3.6 Prior approval of shareholders of the Company in the general meeting by passing special resolution shall be obtained in case the Grant of Options to any identified Employee, in any one financial year, is equal to or exceeding 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Option.

### 4. Supervision and Administration

#### 4.1 Supervision

- a) This ESOS 2023 shall be supervised by the Committee. All the functions relating to superintendence of this ESOS 2023 shall stand possessed with the Committee in which case the rights, powers, duties or liabilities of the Board to the extent delegated along with that contemplated under the Applicable Laws. All questions of interpretation, dispute, discrepancy or disagreement which shall arise under, or as a result of, or pursuant to, or in connection with the Scheme shall be referred to the Committee and shall be determined by the Committee and such determination or interpretation shall be final and binding upon all persons (including, but not limited to, Employees and their nominee(s) or legal heir(s)) having an interest in or affected by the Scheme.
- b) Neither the Committee nor any of its members shall be liable for any actions taken in good faith for the implementation of the ESOS 2023.
- c) The Committee may rely upon the advice and assistance of any professional it deems appropriate in implementation of the ESOS 2023.
- d) The Committee shall, in accordance with this ESOS 2023 and Applicable Laws, determine the following:
  - i) The Eligibility Criteria for grant of Options to the Employees;
  - ii) The quantum of Options to be granted under the ESOS 2023 per Employee, subject to the ceiling as specified in Sub-clause 3.1 and 3.2 above;
  - iii) Terms and conditions in respect of Grant, Vesting and Exercise of Options by the Employees which may be different for different Employees or classes thereof falling in the same tranche of Grant of Options under the ESOS 2023;
  - iv) 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;
  - v) 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 rights issues, bonus issues, buyback, merger, demerger, corporate restructuring, sale of division and others. In this regard following shall be taken into consideration by the Committee:



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- A. the number and price of Options shall be adjusted in a manner such that total value of the Options remains the same after the corporate action; and
- B. 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.
- vi) the procedure and terms for the Grant, Vesting and Exercise of Employee Stock Options in case of Employees who are on long leave in terms of Sub-clause 7.5 of the ESOS 2023;
- vii) the conditions under which Options shall vest and be exercised in case of suspension of employment for alleged Misconduct;
- viii) determine the treatment of the Options held by an eligible Employee in case of suspension/termination of services or in case of any pending inquiries;
- ix) eligibility of a Grantee to be approved as a Good Leaver;
- x) any matter relating to the Trust and aspects of administration of ESOS 2023 by the Trust;
- xi) the procedure for buy-back of Options granted under the ESOS 2023 if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
  - (i) permissible sources of financing for buy-back;
  - (ii) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
  - (iii) limits upon quantum of Options that the Company may buy-back in a financial year.
- xii) the procedure for funding for Exercise of Options, as permitted under the Applicable Laws; and
- xiii) approve forms, writings and/or agreements for use in pursuance of the ESOS 2023.
- e) The Committee may formulate various sets of special terms and conditions under the ESOS 2023 to apply to an Employee (or his nominee/legal heir, as the case may be). Each of such sets of special terms and conditions under this Scheme shall be restricted in their application to such Employee (or his respective nominees/ legal heirs). The Committee may also formulate separate sets of special terms and conditions to apply to each class or category of Employees (or their respective nominees/legal heirs) and each of such sets of special terms and conditions shall be restricted in its application to such class or category of Employees (or their respective nominees/legal heirs).
- f) The Committee may appoint a third party/agency to administer the Scheme and support employee communication, on its behalf.
- g) The Committee shall frame suitable policies and procedures to ensure that there is no violation of securities laws, as amended from time to time, including Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India



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(Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 by the Company, Subsidiary Company of the Company and Employees, as applicable.

- h) The Committee shall finalize, approve and authorize executives of the Company to execute various agreements, deeds, writings, confirmations, undertakings, indemnities or other documents, as may be necessary, with any party including legal advisors, accountants, share transfer agents, depositories, custodians, trustees, bankers and/or others for the purposes of the ESOS 2023 and accept modifications, changes and amendments to any such documents/ agreements.

### **4.2 Administration**

- a) The ESOS 2023 shall be administered by the Trust to the extent aspects of such administration are delegated by the Committee as per requirements of Applicable Laws.
- b) The Trust shall be governed subject to following terms and conditions:
  - i) It shall not deal in derivatives and shall undertake only such transactions as permitted under the deed of Trust read with the provisions of the Applicable Laws;
  - ii) The Trustees appointed or re-appointed from time to time shall be such persons as being not disqualified as prescribed under the Applicable Laws; and
  - iii) The Trustees shall not vote in respect of the Shares held by the Trust.
- c) The Trustees while administering ESOS 2023 shall abide by the provisions contained therein, terms of the Grant, Vesting and Exercise as decided by the Committee and shall ensure compliance of the provisions of relevant Applicable Laws as prevailing from time to time, in connection with dealing with the Shares of the Company including but not limited to maintenance of proper books of account, records and documents as prescribed.

### **5. Eligibility and Applicability**

- 5.1 Only Employees within the meaning of the ESOS 2023 are eligible for being granted Options. The Committee shall determine the eligibility of Employees for the purpose of Grant as well as the Eligibility Criteria (including but not limited to performance, merit, grade, conduct and length of service of the Employee) from time to time.
- 5.2 The ESOS 2023 shall be applicable to the Company and any successor company thereof, and Subsidiary Company and may be granted to the Employees and Directors of the Company and Group company including Subsidiary Company(ies) and associates as may be determined by the Committee at its own discretion subject to Applicable Laws.

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

- 6.1 Grant of Options





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Each Grant under this ESOS 2023 shall be made in writing by the Company to the eligible Employees fulfilling the Eligibility Criteria in a letter of Grant as may be approved under the ESOS 2023 from time to time.

### 6.2 Acceptance of the Grant

- (a) Any Employee who wishes to accept the Grant made under this ESOS 2023 must deliver to the Company a duly signed acceptance of the letter of Grant on or before the date ("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 Employee will become a Grantee.
- (b) Any 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.
- (c) Upon acceptance of the Grant in the manner described above, the Employee henceforth as a Grantee, shall be bound by the terms, conditions, and restrictions of the ESOS 2023 and the Grant document and terms and conditions as determined by Committee. The Grantee's acceptance of the Grant of Options under the ESOS 2023, within the time period provided, shall constitute an agreement between the Grantee and the Company as to the terms of this ESOS 2023 and the Grant document.

### 7. Vesting Schedule and Conditions

- 7.1 Options granted under this ESOS 2023 would Vest not earlier than minimum Vesting Period of **1 (One) year** and not later than maximum Vesting Period of **5 (Five) years** from the date of Grant of such Options. The Committee may at its discretion change the Vesting Schedule.

**Provided that** in case where Options are granted by the Company under the ESOS 2023 in lieu of Options held by a person under a similar scheme in another company ("Transferor Company") which has merged or any unit or division demerged or arranged or amalgamated or business transferred on slump sale basis, with the Company, the period during which the Options granted by the transferor company were held by him shall be adjusted against the minimum Vesting Period required under this sub-clause.

**Provided further that** in the event of death or Permanent Incapacity, the minimum vesting period of One (1) year shall not be applicable and in such instances, the Options shall vest on the date of death or Permanent Incapacity.

- 7.2 Vesting of Options would be subject to continued employment with the Company or Group company including Subsidiary Company(ies) and associates, as the case may be, and has not served any notice of resignation nor be subject to any disciplinary proceedings pending against him on such date of Vesting. In case of any disciplinary proceedings or suspension issued against any Grantee, the relevant Vesting shall be kept in abeyance until disposal of the proceedings or suspension and such Vesting shall be determined accordingly.



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7.3 The Committee shall have the power to prescribe achievement of any performance condition(s)/target(s) being corporate or individual or otherwise with a predefined threshold for Vesting as deemed appropriate.

7.4 The Vesting dates, Vesting Schedule and Vesting Condition in respect of the Options granted under the Scheme shall be determined by the Committee and may vary from an employee to employee or any class thereof and / or in respect of the number or percentage of Options to be vested and would be outlined in the document given to the Grantee at the time of Grant of Options.

### 7.5 Vesting of Options in case of Employees on long leave

The period of leave shall not be considered in determining the Vesting Period in the event the Employee is on any unpaid or sabbatical leaves. 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 Committee.

### 7.6 Acceleration of vesting in certain cases

- (a) Subject to minimum Vesting Period of 1 (one) year from the date of Grant, in the event of termination of employment as a Good Leaver as stated in Sub-clause 8.2(b)(1) of the Scheme, the Committee may, in its sole discretion, accelerate the Vesting of the Unvested Options. Such accelerated Vested Options shall be exercisable within the period set out in Sub-clause 8.2 (b)(1) of the Scheme.
- (b) The Equity Shares resulting from the Exercise of the accelerated Vested Options at the discretion of the Committee shall be subject to a Lock-in Period of 1 (one) year from the date of transfer.
- (c) All Unvested Options shall expire, and stand cancelled as per provisions of Clause 8.2 (b)(1) unless accelerated pursuant to this Clause.

## 8. Exercise

### 8.1 Exercise Price

- (a) The Exercise Price shall be the average purchase price of Shares acquired through the Secondary Acquisition by the Trust in one or more tranches. However, the Exercise Price shall not be less than face value of the Share.
- (b) The specific Exercise Price shall be intimated to the Grantee in the Grant letter at the time of Grant.
- (c) Payment of the Exercise Price shall be made by a crossed cheque, or a demand draft drawn or by any electronic mode in favour of the Trust or in such other manner as the Committee may decide from time to time.

### 8.2 Exercise Period

- (a) **While in employment:** The Vested Options shall be exercised by the Grantee within the maximum exercise period of **4 (four) years from the date of each vesting of Options**, or such other shorter period as may be prescribed by the Committee at time of Grant and as set out in the letter of Grant.



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- (b) In case of separation from employment: Options can be exercised as per provisions outlined below:

S. No.	Separations	Vested Options	Unvested Options
1	Resignation or Termination (Other than due to Misconduct)	Subject to maximum Exercise Period, all the Vested Options as on the date of resignation/ date of termination shall be exercisable by the Grantee within the period specified in grant letter.	All Unvested Options on the date of submission of resignation/ date of termination shall stand <b>cancelled</b> with effect from that date.
2	Termination due to Misconduct	All Vested Options which were not exercised/allotted at the time of such termination shall stand <b>cancelled</b> with effect from the date of such termination.	All Unvested Options on the date of such termination shall stand <b>cancelled</b> with effect from the termination date.
3	Retirement/ Superannuation	Subject to maximum Exercise Period, all the Vested Options as on the date of Retirement shall be exercisable by the Grantee within <b>4 (Four) years</b> from the date of retirement or superannuation.	All Unvested Options as on the date of Retirement/Superannuation would continue to vest in accordance with the <b>original vesting schedules</b> even after the Retirement unless otherwise determined by the Committee in accordance with the Company's Policies and provisions of the then prevailing Applicable Law.  Such aforesaid Vested Options can be exercised within <b>4 (Four) years</b> from the date of such Vesting of Options.
4	Death	All Vested Options may be exercised by the Grantee's nominee or legal heir within <b>4 (Four) years</b> from the date of death of Grantee.	All the Unvested Options as on date of death shall vest immediately with effect from the date of his/her death to the Grantee's nominee or legal heir and can be exercised in the same manner as defined for Vested Options.





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5	<b>Permanent Incapacity</b>	All Vested Options may be exercised by the Grantee immediately within <b>4 (Four years)</b> from the date of separation on account of such incapacity.	All the Unvested Options as on date of incurring of such incapacity shall vest immediately with effect from such event to the Grantee and can be exercised in the same manner as defined for Vested Options.
6	<b>Subsequent Separation in case of Transfer / deputation from/to the Company, or any of its Group Company including its Subsidiary Company(ies) and associates</b>	The scheme shall continue to be applicable to relevant employees subject to the approval of the committee.	The committee will lay down criteria under which there will be continuity for grantees who meet those criteria, and the scheme will continue to be applicable to such grantees.
7	<b>Other reasons apart from those mentioned above</b>	The Committee <b>shall decide</b> whether the Vested Options as on that date can be exercised by the Grantee or not, and such decision shall be final.	All Unvested Options on the date of separation shall expire and stand cancelled with effect from such date.

**8.3 Exercise in case of transfer of employment/ service**

In the event of assignment or transfer or deputation of a Grantee from the Company to any Group Company including Subsidiary Company(ies) or associates, if any, the Vested Options as on the date of separation, shall be capable of being exercised as if the employment/ service of the Grantee is being continued and in case of Unvested Options, such Options, even after date of separation or deputation, shall continue to vest as per the original schedule and be exercised as per the terms of ESOS 2023, subject to the compliance of the Applicable Laws, subject to being approved by the committee.

The Options shall be deemed to have been exercised when a Grantee makes an application in writing complete in all respect to the Trust or by any other means as decided by the Committee, for issue of Shares of the Company against the Options vested in him.

**8.4 Lapse of Options**

The Options not exercised within the Exercise Period shall lapse and be cancelled. The Employee shall have no right over such lapsed or cancelled Options.

An Employee may also surrender his Options (Vested and un-Exercised and Unvested) at any time during his employment with the Company till the ESOP 2023 remains in effect. Any Employee willing to surrender his Options shall communicate the same, in writing, to the Committee. Thereafter the surrendered Options shall lapse or expire with effect from the date of surrender and the underlying Shares shall become available for future Grant in the form of Options as per the Scheme.



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### **9. Lock-in**

Except otherwise provided, the Shares arising out of Exercise of Vested Options shall not be subject to any lock-in period from the date of transfer of such Shares under ESOS 2023.

**Provided that** the Shares allotted on such Exercise cannot be sold, transferred, pledged or alienated in any manner during such period as required under the terms of Code of Conduct for Prevention of Insider Trading of the Company framed under Securities Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.

### **10. Exit route in case of de-listing**

If the Company gets de-listed from all the recognized Stock Exchanges, then the Board or Committee as authorized by the Board shall have the powers to set out terms and conditions for the treatment of Vested Options and Unvested Options in due compliance of the Applicable Laws.

### **11. Restriction on transfer of Options**

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

11.2 Options shall not be transferable to any person, except in the event of death of the Grantee in which case clause 8.2(b) would apply as to transmission of any rights of the deceased Grantee.

11.3 No person, other than the Grantee to whom the Option is granted, shall be entitled to Exercise the Option, except in the event of the death of such Grantee, in which case provisions of table under Sub-clause 8.2(b) would apply.

### **12. Rights as a shareholder**

12.1 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 transfer on Exercise of such Options.

12.2 Nothing herein is intended to or shall give the 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 Grantee exercises the Options and becomes a registered holder of the Shares of the Company.

12.3 If the Company issues bonus or rights shares, the Grantee will not be eligible for the bonus or rights Shares in the capacity of a Grantee. However, an adjustment to the number of Options or the Exercise Price or both would be made in accordance with Clause 4.1 (d)(v) of ESOS 2023.

### **13. Taxation**

13.1 The liability of paying taxes, if any, in respect of Options granted pursuant to this ESOS 2023 and the Shares issued pursuant to Exercise thereof shall be on the Grantee (his nominee(s)/ legal heir(s)/ successor(s) as the case may be) and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder and if such Grantee (his nominee(s)/ legal heir(s)/ successor(s) as the





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case may be) is resident in a territory outside India, it shall also be in accordance with tax laws applicable to such territory.

13.2 The Company shall have the right to deduct from the Grantee's (his nominee(s)/ legal heir(s)/ successor(s) as the case may be) salary or recover separately, any of the Grantee's tax obligations arising in connection with the Options upon the Exercise thereof. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.

13.3 The Company/Trust shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been satisfied by the Grantee.

### **14. Authority to vary terms**

14.1 For the purpose of efficient implementation and administration of the ESOS 2023 and with the prior approval of the shareholders of the Company by way of a special resolution, the Committee may revise the terms of the ESOS 2023 and/ or terms of the Options already granted or to be granted under the ESOS 2023 subject to the condition that such amendment, alteration, or variation, as the case may be.

Provided that the Company shall be entitled to vary the terms of the ESOS 2023 to meet any regulatory requirement without seeking shareholders' approval by way of a special resolution.

14.2 The Company may also re-price the Options which are not exercised, whether or not they have vested, if the ESOS 2023 is rendered unattractive due to fall in the value of the Shares, provided that the Company ensures that such re-pricing shall not be detrimental to the interest of the Grantee and approval of the shareholders by way of a special resolution has been obtained for such re-pricing.

### **15. Miscellaneous**

#### **15.1 Government Regulations**

This ESOS 2023 shall be subject to all Applicable Laws including any statutory modification(s) or re-enactment(s) thereof, and approvals from governmental authorities, if any, and to the extent required.

#### **15.2 Inability to obtain approval**

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 sale 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 transfer of Shares.

15.3 Neither the existence of this ESOS 2023 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 will in future have any such right, entitlement or expectation to participate in this ESOS 2023 or any future scheme(s) by being granted an Option on any other occasion.





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15.4 The rights granted to a Grantee upon the grant of Options shall not accord the 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).

15.5 The Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise Options in whole or in part.

### **15.6 General Risks**

Participation in the ESOS 2023 shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity and the risks associated with the investments is that of the Grantee alone.

## **16. Accounting and Disclosures**

16.1 The Company shall follow the requirements including the disclosure requirements and IND AS 102 on Share-based payments and/ or any relevant accounting standards as may be prescribed by the Central Government in terms of Section 133 of the Companies Act, 2013 or any other appropriate authority, from time to time, including any guidance note on Accounting for employee share-based payments issued in that regard from time to time and the disclosure requirements prescribed therein, in compliance with relevant provisions of Regulation 15 of SEBI SBEB & SE Regulations.

16.2 The Company shall make disclosures to the prospective Grantees containing statement of risks, information about the Company and salient features of the ESOS 2023 in a format as prescribed under SEBI SBEB & SE Regulations.

16.3 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 SEBI SBEB & SE Regulations or any other Applicable Laws as in force.

## **17. Certificate from Secretarial Auditors**

The Company shall make requisite disclosures in accordance with the SEBI SBEB & SE Regulations and provisions of the Act and shall also at each annual general meeting place before the shareholders a certificate from the Secretarial Auditors of the Company that the ESOS 2023 has been implemented in accordance with the SEBI SBEB & SE Regulations and in accordance with the resolution of the Company in the general meeting.

## **18. Governing Laws**

18.1 The terms and conditions of the ESOS 2023 shall be governed by and construed in accordance with the Applicable Laws including the foreign exchange laws mentioned below.

18.2 Foreign Exchange Laws



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In case any Options are granted to any Employee being resident outside India belonging to the Company and/or its Subsidiaries or Associates, 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 and/or its Subsidiaries or Associates has to comply with such requirements as prescribed from time to time in connection with Grant, Vest and Exercise of Options thereof.

### **19. No Restriction on Corporate Action**

The existence of the ESOS 2023 and any Grant made hereunder shall not in any way affect the right or the power of the Board or the shareholders of the Company to make or authorize any change in capital structure, including any issue of shares, debt or other securities having any priority or preference with respect to the shares of the Company or the rights thereof or from making any corporate action which is deemed to be appropriate or in its best interest, whether or not such action would have an adverse effect on the ESOS 2023 or any Grant made under the ESOS 2023. No Employee or other person shall have any claim against the Company as a result of such action.

### **20. No Prohibition on New Schemes**

Nothing contained in the ESOS 2023 shall be construed to prevent the Company from implementing any other new scheme, in accordance with Applicable Laws, for granting stock options and/or share purchase rights, which is deemed by the Company to be appropriate or in its best interest, whether or not such action would have any adverse impact on the ESOS 2023 or any Grant made under the ESOS 2023. No Employee or other person shall have any claim against the Company as a result of such action.

### **21. Notices**

21.1 All notices of communication required to be given by the Company to a Grantee by virtue of this ESOS 2023 shall be in writing and/or by electronic communication. The communications shall be made by the Company in any one or more of the following ways:

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

21.2 Any communication to be given by a Grantee to the Company in respect of ESOS 2023 shall be sent to the person at the address mentioned below:

**Chief Human Resource Officer**

**Century Textiles and Industries Limited**

**Address:** Century Bhavan, 2<sup>nd</sup> Floor, Dr Annie Besant Road, Worli, Mumbai, Maharashtra, 400030.

**Email id:** a.gaur@adityabirla.com



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### **22. Arbitration**

22.1 All disputes arising out of or in connection with this ESOS 2023 or the Grant, Vesting or Exercise shall be referred for arbitration to a sole arbitrator (not being an Employee) to be appointed by the Committee with the consent of the Grantee. The arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Mumbai, India and the proceedings shall be conducted in English.

22.2 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this ESOS 2023:

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

### **23. Nomination**

The Employee has to nominate a person as his/her nominee. The nominee in case of death or Permanent Incapacity of Employee shall be the legal representative recognized by the Company as the inheritor of the Employee in respect of all rights and liabilities for the purposes of this ESOS 2023. In case of non-availability/non-submission of name of the nominee by the Employee, the legal representative recognized by the Company shall be the inheritor after the Employee in respect of all rights and liabilities for the purposes of this Scheme. Listing of the Shares

Subject to receipt of necessary approvals in this regard, the Shares transferred on Exercise of the Options, if required, shall be listed on the Recognized Stock Exchange(s) on which the Shares of the Company are listed or proposed to be additionally listed.

### **24. Severability**

In the event any one or more of the provisions contained in this ESOS 2023 shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this ESOS 2023, but this ESOS 2023 shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the ESOS 2023 shall be carried out as nearly as possible according to its original terms and intent.

### **25. Confidentiality**

25.1 A Grantee must keep the details of the ESOS 2023 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 Grantee is found in breach of this Confidentiality Clause, the Company shall have undisputed right to terminate any agreement for Grant of ESOSs and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this confidentiality requirement shall be final, binding and cannot be questioned by Grantee. In case of non-adherence to the provisions of this clause, the Nomination and Remuneration Committee will have the authority to deal with such cases as it may deem fit.





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- 25.2 On acceptance of the Grant of Option offered by the Company, it shall be deemed that as if the Grantee has authorized the Company to disclose information relating to the Grantee during the process of implementation of the ESOS 2023 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. In case the Grantee intends to withdraw this deemed authorization by withdrawing from the Grant, he/ she can do so with express communication to the Company.

-----End of ESOS 2023-----

