

JUBILANT INGREVIA LIMITED

**AMENDED AND RESTATED JUBILANT
INGREVIA EMPLOYEES STOCK OPTION
SCHEME 2021**

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1. Name of the Scheme

The Scheme shall be termed as the **Jubilant Ingrevia Employees Stock Option Scheme 2021** ('**Scheme**'). The Scheme has been adopted and approved pursuant to: (a) a circular resolution of the Committee of the Board of Directors (*defined hereinafter*) passed on April 16, 2021 and (b) a circular resolution of the Board of Directors passed on April 17, 2021. The Scheme has also been approved by the shareholders of the Company pursuant to special resolution passed by the Shareholders vide Postal Ballot on May 22, 2021. The Scheme shall come into effect from June 7, 2021.

1A. Amendment and Restatement

The Securities and Exchange Board of India, *vide* its Notification dated August 13, 2021 has notified Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 ("**2021 Regulations**"). Accordingly, the Scheme has been amended and restated to meet the requirements of the SEBI Regulations (*defined hereinafter*) by a (a) **resolution of the Committee dated** October 19, 2021; and (b) resolution of the Board dated October 19, 2021 ("**Amended and Restated Scheme**").

The Amended and Restated Scheme is further amended to increase the Share Pool and maximum limit of Options that can be granted to the Eligible Employee by a (a) resolution of the Committee dated [●]; and (b) resolution of the Board dated [●] and (c) resolution of the Shareholders dated [●].

2. Purpose of the Amended and Restated Scheme

Jubilant Ingrevia Limited (the '**Company**'), a company limited by shares, incorporated and registered under the Companies Act, 2013 having its registered office at Bhartiagram, Gajraula, District Amroha - 244 223, U.P. and corporate office at 1A, Sector 16A, Noida-201301, U.P has structured the Amended and Restated Scheme for its eligible employees and eligible employees of its present and future holding and subsidiary companies. The purpose of this Amended and Restated Scheme is to attract, reward and retain the talented and key employees in the competitive environment and encourage them to align individual performance with company objectives. The Company views employee stock options as instruments that would enable the employees to share the value they create for the Company and contribute to the Company's growth in the years to come. This purpose is sought to be achieved through the grant of Options (as defined below) to eligible employees to acquire the Shares (as defined below) of the Company.

3. Definitions

In this Amended and Restated Scheme, except where the context otherwise requires, the following expressions or terms shall have the meanings indicated there against. The terms not defined in this Amended and Restated Scheme shall have the meanings as defined in the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Companies Act, 2013, the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, or in any statutory modifications or re-enactments thereof, as the case may be.

Further, unless the context otherwise requires, words denoting the masculine gender shall include the feminine gender and words denoting the singular shall include the plural and vice versa.

- 3.1 'Acceptance Form' shall mean the form that the Grantee has to submit indicating his acceptance of the offer made to him to participate in the Amended and Restated Scheme.
- 3.2 'Applicable Laws' shall mean all applicable laws, bye-laws, statutes, rules, regulations, orders, ordinances, notifications, protocols, treaties, codes, guidelines, policies, notices, directions, writs, injunctions, judgments, decrees or official directive of any court of competent authority or of any competent Governmental authority or person acting under the authority of any court of competent authority or of any competent Governmental authority of the Republic of India, as amended and modified from time to time, and includes regulations, rules, guidelines issued by the Securities and Exchange Board of India, the Companies Act, 2013 and the Income Tax Act, 1961.
- 3.3 'Associate Company' shall have the same meaning as defined in Companies Act, 2013;
- 3.4 'Beneficiary' shall mean the person, or persons, designated by the Participant or in the absence of any designation by the Participant, a person or persons who is/ are entitled by the will of the Participant to receive the benefits specified in the Amended and Restated Scheme, the legal heirs of the Participant, if the Participant dies intestate and includes the Participant's executors or administrator, if no other beneficiary is designated and able to act under the circumstances and such other employees and 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 the Amended and Restated Scheme or any other agreements forming part thereof.
- 3.5 'Board' means the Board of Directors of the Company.
- 3.6 'Cause' shall mean negligence, fraud, professional misconduct, breach of trust, moral turpitude, committing or abetting any illegal activity, violating any Company policy or terms of employment or any other applicable code of conduct, absence from office for a substantial period of time without any valid reason or authority, or any other actions or circumstances of similar nature as may be decided by the Committee in its absolute discretion.
- 3.7 'Closing Date' shall have the meaning ascribed to it under Clause 7.4 hereof.
- 3.8 'Committee' shall mean the Nomination, Remuneration and Compensation Committee of the Board constituted in accordance with the provisions of Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- 3.9 'Company' shall mean Jubilant Ingrevia Limited, a company limited by shares, incorporated under the Companies Act, 2013 having its registered office at Bhartiagram,

Gajraula, District Amroha-244223, U.P.

- 3.10 'Eligible Employee' shall have the same meaning as ascribed to it in Clause 4.1 of the Amended and Restated Scheme.
- 3.11 'Employee' shall have the meaning given to the term under the SEBI Regulations.
- 3.12 'Exercise' shall mean making of an application by the Participant to the Company/ Committee/Trust for transfer of Shares against the Vested Options held by such Participant in pursuance of this Amended and Restated Scheme and payment of the Exercise Price plus applicable taxes, if any, as per the terms of issue.
- 3.13 'Exercise Date' shall mean the date on which the Participant exercises his Vested Options and in case of partial exercise, means each date on which the Participant exercises part of his Vested Options.
- 3.14 'Exercise Period' in relation to an Option shall mean the time period specified in the Grant Letter with respect to such Options, not exceeding a period of 8 (eight) years from the Grant Date, within which a Participant is required to apply for Exercise of such Options after Vesting or as may be decided by the Committee from time to time.
- 3.15 'Exercise Price' means the price payable by the Participant for exercising each Option granted to him in pursuance of the Amended and Restated Scheme, in accordance with Clause 10, and which shall be communicated to the Participant in the Grant Letter.
- 3.16 'FEMA Regulations' shall mean Foreign Exchange Management Act, 1999 and the rules and regulation framed thereunder, including the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 and shall include any alterations, amendments, additions, deletions, modifications or re-enactments thereof from time to time.
- 3.17 'Grant' shall mean the process by which a Grantee is given an Option by the Committee pursuant to this Amended and Restated Scheme.
- 3.18 'Grant Date' shall mean the date on which the Committee approves the Grant of Options and the Options are granted to a Grantee by the Company under the Amended and Restated Scheme provided however, that for accounting purposes "grant date" shall be determined in accordance with applicable accounting standards.
- 3.19 'Grant Letter' shall mean the letter by which Grant of an Option is communicated to the Grantee and setting out matters incidental and ancillary thereto.
- 3.20 'Grantee' shall mean an Eligible Employee selected by the Committee for the grant of Options under the Amended and Restated Scheme.
- 3.21 'Nominee Director' shall mean a director of the Company who is nominated by an institution as its representative on the Board.

- 3.22 'Option' shall mean a right, but not an obligation granted to the Participant pursuant to this Amended and Restated Scheme to acquire and be transferred Shares of the Company at the Exercise Price determined in accordance with Clause 10 during the Exercise Period subject to terms and conditions of Vesting and upon such terms and conditions as may be specified in the Amended and Restated Scheme and as determined by the Committee.
- 3.23 'Participant' shall mean a Grantee who accepts an offer from the Company to participate in the Amended and Restated Scheme pursuant to Clause 8.
- 3.24 'Permanent Incapacity' shall mean 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 Committee based on a certificate of a medical expert identified by the Committee.
- 3.25 'Promoter' shall have the same meaning as ascribed to it under the SEBI Regulations.
- 3.26 'Promoter Group' shall have the same meaning as ascribed to it under the SEBI Regulations.
- 3.27 'Relative' shall mean the same as defined in the Companies Act, 2013.
- 3.28 'Amended and Restated Scheme' shall mean the Jubilant Ingrevia Employees Stock Option Plan 2021, as amended and restated from time to time and shall include any alterations, amendments, additions, deletions, modifications or variations thereof from time to time.
- 3.29 'SEBI Regulations' shall mean the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, issued by the Securities and Exchange Board of India under the Securities and Exchange Board of India Act, 1992 and includes any alterations, amendments, additions, deletions, modifications or re-enactments thereof from time to time.
- 3.30 'Secondary Acquisition' shall have the meaning ascribed to the term under the SEBI Regulations.
- 3.31 'Share' shall mean fully paid up equity share of the Company.
- 3.32 'Shareholder' shall mean the registered holder of a Share in the share capital of the Company.
- 3.33 'Subsidiary Company' shall have the same meaning as defined in the Companies Act, 2013.
- 3.34 'Termination Date' shall mean the date of termination (being the last working day) of employment of a Participant with the Company.
- 3.35 'Trust' shall mean Jubilant Ingrevia Employees Welfare Trust or any other Trust

constituted/to be constituted by the Company for the purposes of subscription of Shares from the Company and/or from Secondary Acquisition from open market, to acquire the Shares of the Company for the purpose of the Scheme as per the SEBI Regulations, for holding and transferring of Shares to Participants out of the shares subscribed or acquired or out of the Shares held by the Trust, in the manner specified in the Trust Deed and the Scheme or for any other acts as specified in the Trust Deed. .

3.36 'Trust Deed' shall mean the Deed of Trust between the Company and the trustee(s) of Jubilant Ingrevia Employees Welfare Trust or any other trust, as modified from time to time, created for the welfare of the Employees.

3.37 'Unvested Option' shall mean an Option, which is not a Vested Option.

3.38 'Vested Option' shall mean an Option, which has been vested to a Participant in accordance with Clause 9 or Clause 13 of the Amended and Restated Scheme and has thus become exercisable in the manner set out in the Grant Letter.

3.39 'Vesting' shall mean the process by which a Participant becomes entitled to receive the benefit of a grant of an Option made to him under the Amended and Restated Scheme and the term 'Vest' shall be construed accordingly.

3.40 'Vesting Date' shall mean in relation to an Option, the date on and from which that Option Vests with a Participant and thereby becomes exercisable.

3.41 **Construction**

- a) The headings/ sub-headings/ titles/ sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the Articles, which shall be interpreted solely in light of the contents thereof.
- b) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- c) Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form.
- d) The term 'including' shall mean 'including without limitation', unless otherwise specified.
- e) The provisions of the Amended and Restated Scheme shall also be applicable to the Eligible Employees of the Subsidiary Company. Accordingly, any reference to the term 'company' and 'employee' under the Amended and Restated Scheme shall, unless the context otherwise provides, also mean to refer the Subsidiary Company and the Eligible Employees of such Subsidiary Company, respectively.

4. **Eligibility**

4.1 Subject to Clause 4.3, the following persons/ classes of persons shall be entitled to participate in the Amended and Restated Scheme ('Eligible Employees'):

- a) A permanent employee of the Company, as designated by the Company from time to time and as may be decided by the Committee who is exclusively working in India or outside India; or
 - b) Director of the Company, whether a whole-time director or not but not an independent director;
 - c) Employees/directors as enumerated in sub clauses (a) and (b) above, of a Subsidiary Company of the Company, in India or outside India (whether existing presently or in the future), whether working in India or outside India; and
 - d) Such other employees and persons, as may from time to time be allowed under Applicable Laws and as may be decided by the Committee.
- 4.2 The Committee will, based on parameters evolved/decided by it from time to time in its absolute discretion, decide which Eligible Employees should be granted Options under the Amended and Restated Scheme and accordingly, the Company would offer the Options to the identified Eligible Employees.
- 4.3 An Eligible Employee who is a Promoter; or a person belonging to the Promoter Group or a director, who either by himself or through his Relative or through any body corporate, directly or indirectly, holds more than 10 percent of the outstanding equity shares of the Company, shall not be eligible to participate in the Amended and Restated Scheme.
- 4.4 To be eligible under the Amended and Restated Scheme, a Nominee Director will be required to fulfill the conditions provided for in the SEBI Regulations.

5. Administration of the Amended and Restated Scheme

- 5.1 The Amended and Restated Scheme shall be implemented through Trust Route wherein the Trust shall acquire the Shares from Secondary Acquisition from the market.
- 5.2 The Shares so acquired by the Trust will be transferred to the Participants as and when the Options are exercised.
- 5.3 Subject to Applicable Laws and the framework laid down by the Board of Directors, the Amended and Restated Scheme shall be administered by the Committee, which shall delegate its duties and powers in whole or in part as it determines to the Trust or any other committee or Person(s), as per the Applicable Laws, for proper administration of the Amended and Restated Scheme. The Committee is authorised to interpret the Amended and Restated Scheme, to establish, amend and rescind any rules and regulations relating to the Amended and Restated Scheme in accordance with Applicable Law and to make any other determinations that it deems necessary or desirable for the administration and implementation of the Amended and Restated Scheme. The Committee may correct any defect, omission or reconcile any inconsistency in the Amended and Restated Scheme in the manner and to the extent the Committee

deems necessary or desirable, as per the provisions of Applicable Law. Any decision of the Committee in the interpretation and administration of the Amended and Restated Scheme, as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned (including, but not limited to, Grantee and/ or Participants and their Beneficiaries or successors). The Committee shall in accordance with this Amended and Restated Scheme and Applicable Laws, determine the detailed terms and conditions of the Amended and Restated Scheme and shall inter-alia, in its absolute discretion, do the following:-

- a) Formulate detailed terms and conditions which shall include provisions specified by the SEBI Part B of Schedule – I of the SEBI Regulations in this regard, adopt rules, regulations and policies for implementing the Amended and Restated Scheme and amending, altering, modifying or rescinding the same from time to time. All Employees participating in the Amended and Restated Scheme shall automatically be bound by such rules, regulations and policies adopted and/or amended by the Committee;
 - b) Frame suitable policies, procedures and systems to comply with the 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, as amended from time to time, to be followed by the Participants, the Trust, the Company and its employees, as may be applicable;
 - c) Supervise the Amended and Restated Scheme and resolve any issue that arises in the administration of the Amended and Restated Scheme through the Trust(s), if any, and to direct the trustee(s) as and when required for smooth and proper administration of the Amended and Restated Scheme, as per the Applicable Laws; and
 - d) Perform such other functions and duties as shall be required under the Applicable Laws.
 - e) To determine the procedure for buy-back of Options Granted under the Amended and Restated Scheme, if to be undertaken at any time by the Company, and the applicable terms and conditions in accordance with the Applicable Law.
- 5.4 All decisions made by the Committee in the matters referred to above shall be conclusive and binding on all parties concerned (including, but not limited to, Grantee and/ or Participants and their Beneficiaries and/ or successors). Neither the Company nor the Committee nor any official(s) of the Company or the Trustee/Trust(s) shall be liable for any action or determination made in good faith with respect to the Amended and Restated Scheme or any Option granted thereunder.
- 5.5 The number of members of the Committee and their powers and functions can be specified, varied, altered or modified from time to time by the Board, subject to the provisions of Applicable Laws.

6. Shares Pool

- 6.1 The maximum number of Shares that may be issued pursuant to exercise of all Options granted to the Participants under this Amended and Restated Scheme shall not exceed 20,00,000 (Twenty Lac only) Shares. Each option will entitle the Participant, upon its exercise, to one Share of the Company. The options may be granted in one or more tranches as may be decided by the Committee, in terms of the Applicable Law.

Provided however that in case of any corporate action(s) such as right issues, bonus issues, change in capital structure, merger, split, consolidation of shares, sale of division/undertaking and other corporate actions as determined by the Committee, the ceiling as aforesaid of 20,00,000 (Twenty Lac only) Shares shall be deemed to be increased/decreased, as may be determined by the Committee pursuant to Clause 17 of the Amended and Restated Scheme, to facilitate making a fair and reasonable adjustment to the entitlements of Participants under the Amended and Restated Scheme .

- 6.2 Notwithstanding the foregoing provisions of Clause 6.1 of the Amended and Restated Scheme, Options not vested due to non-fulfillment of the stipulated conditions, Vested Options not exercised within the Exercise Period or the period specified in Clause 13 (as applicable) and any Options granted but not vested or exercised within the stipulated time due to any reasons, shall, unless otherwise determined by the Committee, lapse and these Options will be available for Grant by the Committee to any other Eligible Employee(s) as it may deem fit in its absolute discretion.

7. Grant of Options

- 7.1 The Committee may offer the Options to a Grantee in accordance with the terms and conditions of the Amended and Restated Scheme for the time being in force and based upon the criteria as decided by the Committee from time to time.
- 7.2 Each Option will entitle the Participant, upon its Exercise, to one Share of the Company.
- 7.3 Subject to the limits specified under the Applicable Law, the maximum number of Options that may be granted to an Eligible Employee shall not exceed 10,00,000 (Ten Lac only) in aggregate. Further, the face value of Shares to be transferred to the non-resident Employees shall not exceed the limit provided in the FEMA Regulations.
- 7.4 Subject to availability of Options in the pool under the Amended and Restated Scheme, the maximum number of Options that can be granted to any eligible Employee during any one year shall not be equal to or exceed 1% of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant. The Committee may decide to Grant such number of Options equal to or exceeding 1% of the issued capital (excluding outstanding warrants and conversions) to any eligible Employee as the case may be, subject to the separate approval of the shareholders in a general meeting.
- 7.5 The Grant of the Options by the Committee to the Grantee shall be made in writing and communicated to the Grantee by way of a Grant Letter. Such a Grant Letter shall state:-

- a) the number of Options offered;
- b) the Exercise Price and Exercise Period;
- c) the vesting period & vesting schedule;
- d) the date by which the offer can be accepted ('Closing Date');
- e) the conditions subject to which Vesting would take place;
- f) the terms and conditions of the Grant; and
- g) the lock-in conditions, if any, on the Shares issued pursuant to an Exercise of the Options.

The Grantee, along with the Grant Letter, shall also be furnished with the disclosures prescribed by SEBI under the SEBI Regulations.

7.6 The Closing Date shall not be more than 90 (ninety) days from the Grant Date.

7.7 An offer made under clause 7.1 is personal to the Grantee and cannot be transferred in any manner whatsoever.

8. Method of Acceptance

8.1 Any Grantee who wishes to accept an offer made pursuant to Clause 7 must deliver an Acceptance Form, prescribed by the Committee from time to time, duly completed as required therein on or before the Closing Date stated in the Grant Letter.

8.2 Any Grantee who fails to return the Acceptance Form on or before the Closing Date shall, unless the Committee determines otherwise, be deemed to have rejected the offer. Options that are not accepted by the Grantee in accordance with this provision will be available for Grant by the Committee to any other Eligible Employee(s) as it may deem fit in its absolute discretion, in accordance with this Amended and Restated Scheme.

8.3 Upon receipt of a duly completed Acceptance Form from the Grantee in respect of the Grant, the Grantee will become a Participant.

9. Vesting of Options

9.1 Subject to the terms contained herein, the acceptance in accordance with Clause 8, of a Grant made to a Grantee, shall conclude a contract between the Grantee and the Company, pursuant to which each Option shall, on such acceptance, be an Unvested Option.

9.2 Subject to Clause 13 herein, the Options Granted under this Amended and Restated Scheme would Vest in the manner decided by the Committee and specified in the Grant Letter, and in any event not earlier than 1 (one) year from the date of Grant of such

Options and no later than a period of 5 (five) years from the Grant Date. For the avoidance of doubt, it is clarified that Vesting of Options would be a function of achievement of performance criteria or any other criteria as specified by the Committee and communicated in the Grant Letter.

- 9.3 The Committee may at its discretion alter or change or vary the vesting schedule/vesting criteria and/or vesting conditions which are not prejudicial to the interests of the employees. The Committee may also provide for lock-in provisions.
- 9.4 The Committee shall have the power to modify or accelerate the vesting schedule on a case-to-case basis subject to the minimum gap of 1 (One) Year between the Grant and first Vesting.
- 9.5 Further, the Committee shall also have the power to decelerate the vesting schedule on case-to-case basis, if the Participant has not fulfilled the performance criteria or any other criteria as specified in the Grant Letter subject to the condition that it should not exceed the maximum period of 5 (five) years as per the vesting schedule from the Grant Date.
- 9.6 Notwithstanding anything contained in this Amended and Restated Scheme, the Committee may not Vest any of the Options already Granted or Vest such lesser number of Options already Granted, in the event it is found that the Participant has not met the performance criteria or if there is any Cause in relation to that Participant.
- 9.7 In case the Participant complies with all the pre-Vesting conditions, an authorised official of the Company would issue a letter to such Participant intimating the number of Options Vested.

10. Exercise Price

- 10.1 Save as provided under sub-Clause (b) of Clause 25, the Exercise Price of the Options Granted to a Participant shall be determined by the Committee at its discretion, subject to confirming to the accounting policies specified in Regulation 15 of the 2021 Regulations and shall be intimated to an Eligible Employee in the Grant Letter. Provided, however, the Exercise Price shall in no event be less than the face value of the Shares.

The aggregate Exercise Price shall be paid in full upon the exercise of the Vested Options.

- 10.2 The payment of Exercise Price and applicable taxes, if any, in respect of exercise of the Options shall be made by the Participant to the Company and/or the Trust, as the Committee or the Company, may prescribe, at the time of Exercise.

11. Exercise of Options

- 11.1 The Vested Options shall be exercisable according to the terms and conditions as determined and set forth under the Amended and Restated Scheme and the Grant Letter.
- 11.2 Subject to Clause 13.1, the Participant alone can exercise the Vested Options.

- 11.3 Subject to Clauses 9 and 13, the Participant can exercise the Vested Options within the Exercise Period. Such exercise may be of all Vested Options or part of the Vested Options. However, no fraction of a Vested Option shall be exercisable.
- 11.4 Exercise of the Options shall take place at the time, place and manner prescribed by the Committee and by executing such documents as may be required under the Applicable Laws to pass a valid title to the relevant Shares to the Participant, free and clear of any liens, encumbrances and transfer restrictions save for those set out therein.
- 11.5 An Option shall be deemed to be exercised only when the Committee/ Trust receives written or electronic notice of Exercise along with requisite details (in prescribed form) and the Exercise Price alongwith applicable taxes, if any, from the Participant/persons entitled to exercise the Option.
- 11.6 On Exercise, the Participant can acquire the Shares on full payment of the Exercise Price and applicable taxes, if any, required to be deducted/collected by the Company in respect of exercise of the Options, and the Company/ Trust shall transfer the Shares to the Participant. Without prejudice to the lock-in period imposed, if any, subsequent to transfer, no Participant should seek to sell or otherwise transfer the Shares until there is a confirmation from the Company that the listing procedures with respect to the transferred Shares have been completed.
- 11.7 Notwithstanding anything else contained in this Amended and Restated Scheme, if the Participant does not Exercise his Vested Options within the time specified in Clause 9 and 13 of the Amended and Restated Scheme, the Options shall stand lapsed.
- 11.8 In case the Participant fails to exercise the Options, the amount paid by such Participant, if any, at the time of grant, vesting or exercise of Option:
- (a) may be forfeited by the company if the Option is not exercised within the exercise period;
 - or
 - (b) maybe refunded to the Participant if the Options are not vested due to non-fulfilment of conditions relating to vesting of option as per this Amended and Restated Scheme.

12. Transfer of Shares

- 12.1 Upon completion of a valid Exercise of Options as set out in Clause 11, the Trust shall transfer the Shares to the Participant.
- 12.2 For purpose of transfer of Shares to Participant, the Trust shall , purchase the Shares including by way of gift as permitted under Applicable Laws and thereby, inter-alia, utilize such Shares for the purpose of transferring them to the Participants upon Exercise of the Options under the Amended and Restated Scheme. For the purpose of acquisition of Shares by the said Trust, the Trust shall be funded by the Company, if required, either through a interest free loan or any other form of financial assistance permissible under Applicable Laws and the tenure, utilization, repayment terms and

other terms and conditions shall be decided by the Board from time to time. Further, the Trust may take loan from banks or any other source permitted under Applicable Laws.

- 12.3 The Trust shall transfer the Shares to Participants in the manner specified in the Trust Deed. The trustee(s) of the Trust shall administer the transfer of Shares to the Participant as per the directions of the Committee/ Company and as stipulated in the Amended and Restated Scheme.
- 12.4 Upon transfer of the Shares, the Participants shall become members of the Company.
- 12.5 At the time of transfer of Shares pursuant to a valid Exercise, the Participant will be required to sign such document(s) as may be considered necessary by the Trust/ Committee/ Company to lawfully execute/ enforce various provisions of the Amended and Restated Scheme.

13. Termination of Employment

13.1 On death of a Participant

In the event of death of a Participant while in the employment of the Company, all the Options granted to him till such date and lying Unvested shall Vest in the Beneficiary of the deceased Participant with effect from the date of death of the deceased Participant. All the Vested Options shall be permitted to be exercised by the Beneficiary within 1 (one) year from the date of death or before expiry of the Exercise Period, whichever is earlier. Subject to the provisions of this Clause, this Amended and Restated Scheme shall apply *mutatis mutandis* to Exercise of Options by the Beneficiary and transfer of Shares to the Beneficiary. Any Vested Option not exercised within the aforesaid period shall lapse and stand forfeited at the end of the aforesaid period.

13.2 On disability of Participant

In the event of the termination of a Participant's employment with the Company, as a result of Permanent Incapacity, all the Options granted to him till such date of Permanent Incapacity and lying unvested, shall Vest in him on that day. All the Vested Options shall be permitted to be exercised by the Participant within 1 (one) year from the Termination Date or before expiry of the Exercise Period, whichever is earlier. Any Vested Option not exercised within the aforesaid period shall lapse and stand forfeited at the end of the aforesaid period.

13.3 On Attainment of superannuation age or retirement

After one year from the Grant Date, in case service of the Participant with the Company is terminated due to retirement or attaining superannuation age, then all the Unvested Options granted to him shall vest in him on a pro-rated basis as determined by the Committee. However, the Committee, at its sole discretion, may enhance the vesting of the Options upto 100% of the total Options granted. Further, in such cases, all Vested Options should be exercised within 1 (one) year from the Termination Date or before expiry of the

Exercise Period, whichever is earlier. Subject to above, all Unvested Options shall immediately stand cancelled and forfeited. Any Vested Option not exercised within the aforesaid period shall lapse and stand forfeited at the end of the aforesaid period.

13.4 Termination with Cause

In case the termination of employment of a Participant with the Company is with Cause, his Options, Vested and Unvested shall stand forfeited at the Termination Date. In such a case, the contract referred to in Clause 9.1 shall stand automatically terminated.

13.5 Other terminations

- a) In case the service of the Participant with the Company is terminated for reasons other than those specified in Clauses 13.1 to 13.4, all the Vested Options as on the Termination Date shall be permitted to be exercised within 90 days from the Termination Date or before expiry of the Exercise Period, whichever is earlier. In case of termination of service due to resignation by the Participant, all the Vested Options as on the Termination Date shall be exercised by the Participant within 90 days of Termination Date or before expiry of the Exercise Period, whichever is earlier. All the Unvested Options on the Termination Date shall stand cancelled and forfeited. Any Vested Option not exercised within the aforesaid period shall lapse and stand forfeited at the end of the aforesaid period.
- b) In case of termination of service due to resignation by the Participant and such participant joins a competitor of the Company, all the Vested Options as on the Termination Date shall be exercised by the Participant within 30 days of the Termination Date or before expiry of the Exercise Period, whichever is earlier.

All the Unvested Options on the Termination Date shall stand cancelled and forfeited. Any Vested Option not exercised within the aforesaid period shall lapse and stand forfeited at the end of the aforesaid period. For the purposes of this clause, a 'Competitor' shall mean a person or entity which is determined by the Committee as offering products and services similar to, or competing with, the products and services offered by the Company and/or a subsidiary of the Company.

- c) If a Participant is suspended from the services of the Company or to whom a show cause notice has been issued or against whom an enquiry is being or has been initiated for any reason whatsoever including but not limited to any Cause, all Options granted to such Participant, including the Vested Options which were not exercised, may be suspended or kept in abeyance or cancelled at the sole discretion of the Committee. In case of Options that have been suspended or kept in abeyance, the same may be vested in the concerned Participant on such additional terms and conditions, as may be imposed by the Committee in its absolute discretion.

13.6 Deputation/Transfer to a Subsidiary/ Associate Company

Where a Participant is deputed or transferred to a Subsidiary Company of the Company or an Associate Company of the Company following the Grant of Options but prior to Vesting or Exercise, the Vesting or Exercise shall continue even after such deputation or transfer in accordance with this Amended and Restated Scheme.

14. Notices and correspondence

14.1 Any notice/ correspondence required to be given/ made by a Participant to the Company or the Committee or the Trust may be given or made to the Company or the Committee or the Trust at the address mentioned below or such other address as may be notified by the Company in writing.

a) Address for the communication to the Company or the Committee -
Company Secretary
Jubilant Ingrevia Limited
1A, Sector 16A, Noida - 201 301, U.P.

b) Address for the communication to the Trust - The
Trustees
Jubilant Ingrevia Employees Welfare Trust
1A, Sector 16A, Noida - 201 301, U.P.

Envelope containing the notice/ correspondence should be super-scripted with a notation '**Notice/ Correspondence under Jubilant Ingrevia Amended and Restated ESOP Scheme 2021.**

14.2 Any notice/ correspondence required to be given/ made by the Company or the Committee or the Trust to a Participant shall be given or made by the Company or the Committee or the Trust at the address provided by the Participant in his Acceptance Form.

15. Lock - in period

The Lock- in period on Shares transferred to the Participants pursuant to Exercise of Options will be decided by the Committee, as they may deem fit on case to case basis and shall be communicated to the Participants in the Grant Letter individually.

16. Beneficiary nomination

Each Participant under the Amended and Restated Scheme may nominate, from time to time, any Beneficiary or Beneficiaries to whom any benefit under the Amended and Restated Scheme is to be delivered in case of death of the Participant, before the exercise of Granted Options. Each such nomination shall revoke all prior nominations by the same Participant, shall be in a form prescribed by the Company and will be effective only when filed by the Participant in writing with the Company during the Participant's lifetime.

17. Non-transferability of Options

Save as provided in Clause 13.1, the Options granted herein, are personal to the Participant. The Options cannot be assigned, alienated, pledged, attached, hypothecated, sold or otherwise transferred or encumbered by the Participant otherwise than by will or by the laws of inheritance, to the extent permitted under the Applicable Laws and any purported assignment, alienation, pledge, attachment, hypothecation, sale, transfer or encumbrance not permitted herein shall be void and unenforceable against the Company.

18. Corporate Action

In the event of corporate action such as rights issue, bonus issue, merger, sale of division, buy back of shares, split, consolidation of Shares etc. or any other corporate action as determined by the Committee, it may, in consultation with the Board, determine a procedure for making a fair and reasonable adjustment to the entitlement of Eligible Employees under the Amended and Restated Scheme, including by way of adjustment to the number of Options (vested as well as unvested) and/ or the Exercise Price in respect of the Options to be such number and/ or Exercise Price as is appropriate in accordance with the SEBI Regulations and other Applicable Laws. Any such determination shall not be detrimental to the interest of the Participants. In this regard, the following shall, inter alia, be taken into account by the Committee and the Board:

- i) The number and price of Options shall be adjusted in a manner such that the total value of the Options to a Participant remains the same after the corporate action;
- ii) The vesting period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Participants who have been granted such Options.

19. Taxes and Levies

19.1 All the Options granted under the Amended and Restated Scheme shall be subject to applicable taxes and levies. The Company or Committee shall withhold/ recover from the concerned Participant such taxes and levies as may be imposed by the Government, on Grant/ Exercise of Options or transfer of Shares under the Amended and Restated Scheme.

19.2 Notwithstanding anything else contained in the Amended and Restated Scheme, no Shares shall be transferred to the Participant or his Beneficiary, on exercise of the Options under the Amended and Restated Scheme unless taxes and levies as mentioned above are recovered.

20. Disclosure and accounting policies

The Company shall comply with the accounting policies and disclosure policies prescribed under Regulation 15 of the SEBI Regulations in connection with Grant and Exercise of Options.

21. Dispute Resolution

In the event of a dispute arising out of or in relation to the provisions of this Amended and Restated Scheme (including a dispute relating to the construction or performance thereof), the relevant parties shall attempt in the first instance to resolve such dispute through an

amicable settlement. The attempt to bring about an amicable settlement shall be considered to have failed as soon as one of the parties hereto, after reasonable attempts, which attempt shall continue for not more than 30 (Thirty) days, gives 10 (Ten) days' notice thereof to the other party in writing.

In case of such failure, either party may refer the dispute to an arbitrator appointed by both the parties and failing such agreement, to 3 (Three) arbitrators, 1 (One) to be appointed by each party and the presiding arbitrator to be jointly appointed by the arbitrators chosen by the parties. The arbitration proceeding shall be held in New Delhi and in English language under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The award shall be a reasoned award in writing. The arbitrator(s) 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 Uttar Pradesh.

22. Governing Law

This Amended and Restated Scheme, the Options and all agreements thereunder shall be governed by and construed in accordance with the Applicable Laws of India.

23. Scheme severable

The Options are subject to the Amended and Restated Scheme. Any term of the Amended and Restated Scheme that is contrary to the requirement of the SEBI Regulations or any other Applicable Laws shall not apply to the extent it is contrary.

24. Regulatory approvals

The implementation of the Amended and Restated Scheme, the granting of any Option under the Amended and Restated Scheme and the transfer of any Shares under this Amended and Restated Scheme shall be subject to the procurement by the Company and the Participants of all approvals and permits required by any regulatory authorities having jurisdiction over the Amended and Restated Scheme, the Options granted and the Shares transferred pursuant thereto. The Participants under this Amended and Restated Scheme will, if requested by the Committee, provide such assurances and representations to the Company or the Committee, as the Committee may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.

The Committee shall make all relevant disclosures in the Directors' Report in relation to the Amended and Restated Scheme as are required under Regulation 14 of the SEBI Regulations, as and when it is applicable.

25. Modification of Amended and Restated Scheme

The Committee may pursuant to a special resolution passed at a general meeting/ through postal ballot at any time and from time to time:

- a) Revoke, add to, alter, amend or vary all or any of the terms and conditions of the Amended and Restated Scheme; and

- b) Alter the Exercise Price of Options which have not been Exercised if such Options have been rendered unattractive due to a fall in the price of the shares in the stock market.

Provided that no variation, alteration, addition or amendment to the Amended and Restated Scheme or the Exercise Price can be made if it is detrimental to the interest of the Participant/Grantee unless the terms are varied to meet any regulatory requirements as per Regulation 7(2) of the SEBI Regulations.

26. Miscellaneous Provisions

- a. The Participant (or the Beneficiary) shall have no rights as a shareholder of the Company with respect to the Options/ Shares under this Amended and Restated Scheme (including any right to receive dividend or voting rights) until the Shares have been transferred to such Participant (or the Beneficiary) in accordance with this Amended and Restated Scheme and name of the Participant (or the Beneficiary) has been entered in the register of members of the Company as the holder of the Shares.
- b. Unless the Options are Granted to the Participant, neither the adoption of the Amended and Restated Scheme nor any action of the Board or the Committee or the Trust or the shareholders of the Company shall be deemed to give an Employee, any right to claim or be Granted any Option or a right to acquire Shares under the Amended and Restated Scheme.
- c. This Amended and Restated Scheme shall not form part of any contract of employment between the Company and an Eligible Employee and the rights and obligations of any Eligible Employee under the terms of his office or employment shall not be affected by his participation in this Amended and Restated Scheme or any right which he may have to participate in it and this Amended and Restated Scheme shall afford such an Eligible Employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason. It is clarified that nothing contained herein or in the Grant Letter shall give or confer upon the Grantee or the Participant, any right for continuation of any employment with the Company or interfere in any way with the right of the Company to terminate the employment of such Employee.
- d. This Amended and Restated Scheme shall not confer on any person any legal or equitable rights against the Company or the Committee directly or indirectly or give rise to any cause of action at law or in equity against the Company / Committee / Trust or the Trustee(s).
- e. The Participant shall comply with the provisions of the 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 as well as any Code of Conduct or such similar policies, procedures or systems formulated or adopted by the Company or the Committee and communicated to the Participant 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 Participant to disciplinary action at the discretion of the Company.

- f. The Company shall bear the costs of establishing and administering this Amended and Restated Scheme, including any costs of the Company's auditors or any independent financial advisor in relation to the preparation of any confirmation by them or provision of any other service in relation to this Amended and Restated Scheme.
- g. A Grantee shall, before accepting a Grant, obtain all necessary consents that may be required to enable him to accept the Grant and the Company/ Trust to transfer to him in accordance with the provisions of this Amended and Restated Scheme, the Shares due to be transferred upon the exercise of his Vested Options. By accepting a Grant, the Grantee thereof is deemed to have represented to the Company or the Committee that he has obtained all such consents. Compliance with this paragraph shall be a condition precedent to an acceptance of a Grant by a Grantee.
- h. The existence of this Amended and Restated Scheme and the Grants made hereunder shall not in any way affect the right or the power 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 then existing Shares (including Shares underlying the Options) or the rights thereof) or to prevent the Company from taking any corporate action or change its capital structure which is deemed by the Company to be appropriate or in its best interest.
- i. The acceptance of the Grant is entirely voluntary and the Company or the Committee does not guarantee any return on Shares.
- j. Notwithstanding anything else contained in this Amended and Restated Scheme, Options not Vested due to non-fulfillment of the stipulated conditions, Vested Options not exercised within the Exercise Period or the period specified in Clause 13 (as applicable) and any Options Granted but not Vested or Exercised within the stipulated time due to any reasons, shall, unless otherwise determined by the Committee, lapse and these Options will be available for Grant by the Committee to any other Eligible Employee(s) as it may deem fit in its absolute discretion, whether under the present Amended and Restated Scheme or under a new scheme, subject to compliance with the provisions of Applicable Laws. The terms relating to Exercise Price, Exercise Period, Vesting, etc. in respect of such lapsed Options to be granted as aforesaid, will be determined by the Committee at the time of Grant as it may deem fit in its absolute discretion, subject to compliance with all Applicable Laws.
- k. In the event the transfer of Shares to the Participants is administered through the Trust, the obligations of the Company in connection with the transfer of Shares to a Participant upon Exercise may be met by the Company through the Trust subject to the Amended and Restated Scheme and the Trust Deed.
- l. The maximum quantum of benefits underlying the Options granted to an Eligible Employee shall be equal to the appreciation in the value of the Company's equity shares determined as on the date of exercise of Options, on the basis of difference between the Option Exercise Price and the market price of the equity shares on the exercise date.
- m. Notwithstanding the amendment and restatement of the ESOP Plan 2021, any actions taken or

purported to have been done under the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, shall be deemed to have been done or taken under the corresponding provisions of 2021 Regulations.

27. Set-off

It shall be the Company's or the Committee's obligation to convey to the Participant that the Shares shall be subject to set-off or counter claim of amounts owed by the Participant to the Company or the Trust, to the extent permissible under the Applicable Laws.

28. Term of the Amended and Restated Scheme

- a. The Amended and Restated Scheme shall continue in effect unless terminated by the Company.
- b. Any such termination of the Amended and Restated Scheme shall not affect Options already granted and such Options shall remain in full force and effect as if the Amended and Restated Scheme had not been terminated unless mutually agreed otherwise between the Participants and the Committee/ the Company.

29. Confidentiality

The Participant shall not divulge the details of the Amended and Restated Scheme and/ or his holdings to any person except with the prior written permission of the Committee unless so required to do under any statutes or regulations applicable to such Participant.

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