Exhibit 1

The Anup Engineering Limited

Anup - Employee Stock Option Scheme 2019

As last amended, the Shareholders' Special resolution dated 11th March, 2026

Anup - Employee Stock Option Scheme 2019

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1. Name of the Scheme

This Scheme shall be termed as Anup Employee Stock Option Scheme 2019 ("Scheme" or "Anup - ESOS 2019"). The Scheme has been approved by a special resolution passed on 7th August 2019 at the General Meeting of the Company. The Scheme shall be effective from 7th August 2019 herein after referred to as the "Effective Date".

This ESOS 2019 as originally envisaged has come into force with approval of shareholders by way of separate resolutions passed on 7th August 2019 in order to grant Options to Employees of the Company and Employees of Holding Company and Subsidiary Companies of the Company (whether now or hereafter existing, whether incorporated in India or overseas as may be from time to time be allowed under the prevailing laws, rules and regulations and / or any amendments thereto from time to time). The ESOS 2019 has been subsequently amended vide shareholders' special resolution dated 11th March, 2026, to enable Trust route for ease of administration of ESOS 2019.

This document sets out the terms and conditions of the Scheme.

2. Purpose of the Scheme

The Anup Engineering Limited ("Company" or "Anup"), a company incorporated under the Companies Act 2013 and having its registered office at Behind 66 KV, Elec. Sub-Station, Odhav Road, Ahmedabad, Gujarat-382415, India has structured this Scheme for its Employees. The objectives of this Scheme are as under:

a) Creation of wealth
b) Retention of critical Employees
c) Increase the performance of Employees

Further, the Scheme will be implemented, for and on behalf of and at the request of the Holding Company and the Subsidiary Companies (as defined under the Companies Act, 2013) of Anup, for the employees of the Subsidiary Companies and the Holding Company of Anup whether now or hereafter existing, whether incorporated in India or overseas as may be from time to time be allowed under the prevailing laws, rules and regulations and / or any amendments thereto from time to time). The purpose of this Scheme is to create wealth for the employees and retain the existing key employees which will ultimately contribute to the success of Arvind Group. This purpose is sought to be achieved through the issue of Options, for and on behalf of, and at the behest of the Holding Company and the Subsidiary Companies to their employees.

3. Definitions

In this Scheme, except where the context otherwise requires, the following expressions or terms shall have the meanings indicated there against:

3.1 "Abandonment" means discontinuation of employment by a Grantee without giving notice or without serving the notice period;

3.2 "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 Scheme;

3.3 "Applicable Laws" shall mean laws of India to the extent applicable and as amended, modified and substituted from time to time. Accordingly, any actions taken hereunder shall be governed by and construed in accordance with the laws of India, without regard to the application of the conflicts of laws' provisions thereof;

3.4 "Beneficiary" or "Nominee" means the person or persons, trust or trusts 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 or probate of the Participant to receive the benefits specified in the 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 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 Scheme or any other agreements forming part thereof;

3.5 Board" or "Committee" or "Nomination and Remuneration Committee"

"Board" means the Board of Directors of the Company

"Committee" or "Nomination and Remuneration Committee" means Nomination and Remuneration Committee of the Company as constituted from time to time in accordance with Companies Act as amended from time to time read with rules made thereunder and shall also constitute and act as the Compensation Committee for the purposes of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021;

3.6 "Company" shall mean The Anup Engineering Limited, a company incorporated and registered under the Companies Act, 2013 having its registered office at Behind 66 KV Elec. Sub- Station, Odhav Road, Ahmedabad - 382415;

3.7 "Corporate Action" shall have meaning as understood under the SEBI Regulations;

3.8 "Director" means a director appointed to the Board of a company;

3.9 "Eligible Employee" for the purpose of this Scheme means the identified Employee(s) as per Clause 5;

3.10 "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; or
(iii) an employee as defined in sub-clauses (i) or (ii), of a Subsidiary, whether in India or outside India, or of a Holding Company of the Company,
(iv) such other persons as may from time to time be allowed to be eligible for the benefits of the stock options under applicable laws and regulations prevailing from time to time

but does not include—

(a) an Employee who is a Promoter or a person belonging to the Promoter group; or

(b) a Director who, either himself or through his relative or through anybody corporate, directly or indirectly, holds more than ten per cent of the outstanding equity Shares of the Company;

3.11 "Exercise" means making of an application by the Participant/Beneficiary to the Company/ Trust for issue/transfer of Shares, against Vested Options in pursuance of the Scheme on payment of Exercise Price;

3.12 "Exercise Date" means the date on which the Participant/Beneficiary exercises his Vested Options and in case of partial Exercise, shall mean each date on which the Participant/Beneficiary exercises part of his Vested Options;

3.13 "Exercise Period" means the time period after Vesting within which the Participant/Beneficiary should Exercise his right to apply for Shares against the Vested Option in pursuance of the Scheme;

3.14 "Exercise Price" means the price, if any, payable by the Employee for exercising the Vested Option granted to him in pursuance of the Scheme;

3.15 "General Meeting" means a General Meeting (including an Extraordinary General Meeting) of the Shareholders of the Company held in accordance with the Articles of Association of the Company and the Applicable Laws;

3.16 "Grant" means the process by which the Company issues Options under any of the Scheme;

3.17 "Grant Date" means the date on which the Options are granted to the Participant by the Board/Committee under the Scheme;
Explanation: For accounting purposes, the grant date will be determined in accordance with applicable accounting standards

3.18 "Grant Letter" means the letter by which Grant of an Option is communicated to the Grantee;

3.19 "Grantee" shall mean an Eligible Employee pursuant to Clause 5 below, who at the time of Grant of the Option
is eligible to participate under the Scheme;

3.20 "Holding Company" shall have the meaning as defined under the Companies Act, 2013 (whether now or hereafter existing, whether incorporated in India or overseas as may be from time to time be allowed under the prevailing laws, rules and regulations and / or any amendments thereto from time to time);

3.21 "Independent Director" shall have the meaning as defined under the Companies Act, 2013 and rules made thereunder;

3.22 "Long Leave" means leave as mentioned in clause 13.7 below.

3.23 "Market Price" means the latest available closing price on a recognised stock exchange on which the shares of the company are listed on the date immediately prior to the relevant date and if such shares are listed on more than one stock exchange, then the closing price on the stock exchange having higher trading volume shall be considered as the market price.

3.24 "Option" means the Option given to an Employee which gives him a right to purchase or subscribe at a future date, the Shares offered by the Company, directly or indirectly, at a pre-determined price;

3.25 "Participant" means a Grantee who accepts the Grant from the Company to participate in this Scheme pursuant to Clause 9 below;

3.26 "Permanent Disability or Permanent Incapacity" means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Board based on a certificate of a medical expert identified by the Board;

3.27 "Primary Issuance" means issuance of new Shares by the Company to the Trust.

3.28 "Promoter" shall have the same meaning as assigned to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended means promoter as defined under the Companies Act, 2013;

3.29 "Promoter Group" shall have the same meaning assigned to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended means promoter group as defined under the SEBI Regulations;

3.30 "Recognized Stock Exchange" means recognized stock exchange as defined under Securities

Contracts (Regulation) Act, 1956;

3.31 "Relative" means relative defined under Section 2(77) of the Companies Act 2013;

3.32 "Relevant date" means –

(i) in the case of grant, the date of the meeting of the compensation committee on which the grant is made; or
(ii) in the case of exercise, the date on which the notice of exercise is given to the company or to the trust by the employee.

3.33 "Retirement" means retirement as per the rules of the Company.

3.34 "SEBI Regulations" means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended and re-enacted from time to time and includes any clarifications or circulars issued thereunder refers to Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 issued by the Securities and Exchange Board of India ('SEBI') under the SEBI Act, 1992 as amended from time to time or such other rules or regulations, as may be applicable from time to time;

3.35 "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 applicable provisions of the Companies Act and rules made thereunder and Regulation 24A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;

3.36 "Scheme" means the Employee Stock Option scheme of the Company including any amendments thereof notified as per Clause 4 below proposing to provide share based benefits to its Employees, which may be implemented and administered directly or indirectly by the Company/Board/Committee, in accordance with the Scheme;

3.37 "Secondary Acquisition" means acquisition of existing Shares of the Company by the Trust on the platform of a Recognized Stock Exchange for cash consideration

3.38 "Share" means an equity share of the Company of face value of Rs. 10 each;

3.39 "Shareholder" means the registered holder of a Share in the share capital of the Company;

3.40 "Subsidiary Companies" shall have the meaning as defined under the Companies Act, 2013 (whether now or hereafter existing, whether incorporated in India or overseas as may be from time to time be allowed under the prevailing laws, rules and regulations and / or any amendments thereto from time to time);

3.41 "Termination Date" means the date of termination of employment of the Participant/Grantee with the Company;

3.42 "Trust" means the 'Anup ESOP Trust' an irrevocable trust being set-up by the Company for the administration of ESOS 2019.

3.43 "Trustee" shall mean the person/ entity appointed as a trustee under the trust deed of the Trust.

3.44 "Unvested Option" means an Option, which is not a Vested Option;

3.45 "Vested Option" means an Option, which has Vested in pursuance of Clause 10 below with the Participant / Beneficiary and has thereby become exercisable;

3.46 "Vesting" means the process by which the Participant/Beneficiary is entitled to apply for Shares

against the Option granted to him in pursuance of Clause 8 below;

3.47 "Vesting Date" means the respective dates on and from which the Option Vests with the Participant/Beneficiary

and thereby becomes exercisable under the Scheme;

3.48 "Vesting Period" means the period during which the vesting of Option granted under Scheme takes place;

3.49 "Construction"

a) Clause reference is to the clauses of this Scheme.

b) The headings/subheadings/titles/subtitles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.

c) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

d) Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form.

e) The term 'including' shall mean 'including without limitation', unless otherwise specified.

f) Reference to any Act, Rules, Statute or Notification shall include any statutory modification, substitution or re-enactment thereof.

g) Unless the context otherwise requires, words denoting the masculine gender shall include the feminine gender and words denoting singularity shall include the plural and vice versa.

4 Notification of the Scheme

4.1 The Board/Committee shall notify the Scheme.

4.2 The Board/Committee may subject to a special resolution passed at a General Meeting at any time and from time to time, add, amend, alter or revoke the Scheme.

4.3 Further the Board/Committee shall be entitled to vary the terms of the Scheme, to meet any regulatory requirement without seeking Shareholder's approval by special resolution in terms of regulation 7 of SEBI Regulations.

5 Eligibility

5.1 The eligibility to participate in the Scheme is subject to such criteria as may be decided by the Board/Committee at its own discretion, including, but not limited to the date of joining of the Employee with the Company, grade of the Employee, performance evaluation, period of service with the Company, criticality or any other criteria, as the Committee determines.

5.2 The Scheme shall be applicable to the Company and its Holding Company and any successor Company thereof, Subsidiary Companies and may be granted to the Employees and Directors of the Company, of the Holding Company and its Subsidiary Companies, as determined by the Board/Committee at its own discretion.

Provided that in case of any Grant of Option to the Employees of Holding and its Subsidiary Companies, prior approval of the Shareholders shall be obtained as per provisions of the Applicable Laws

5.3 Based on the eligibility criteria as described in Clause 5.1 & 5.2 above, the Board/Committee will decide the Employees eligible for Grant of Options under the Scheme and accordingly, the Board/Committee would Grant the Options to the identified Employees under the Scheme.

5.4 The appraisal process for determining the eligibility of the employees will be specified by the Board/Committee, and will be based on criteria such as criticality of the role, designation, length of service, past performance record, future potential of the employee and / or such other criteria that may be determined by the Board, at its sole discretion.

6 Supervision and Administration of this Scheme

6.1 Supervision

(a) This Scheme shall be supervised by the Board/Committee working under the powers delegated by the Board. The Board/Committee is authorized to interpret the Scheme, to establish, amend and rescind any rules and regulations relating to the Scheme, and to make any other determinations that it deems necessary or desirable for the supervision and implementation of the Scheme. The Board/Committee may correct any defect, omission or reconcile any inconsistency in the Scheme in the manner and to the extent the Committee deems necessary or desirable and to resolve any difficulty in relation to implementation of the Scheme and take any action which the Board is entitled to take. The acts of a majority of the members of the Committee present at any meeting (at which the quorum is present) or acts approved in writing by a majority of the entire Committee shall be the acts of the Committee for the purpose of the Scheme. No member of the Committee may act upon matters under the Scheme specifically relating to such member.

(b) The Board/Committee shall in accordance with this Scheme and Applicable Laws determine the following:

i. The Eligibility Criteria for grant of Employee Stock Options to the Employees
ii. The quantum of Employee Stock Options to be granted under the Scheme per Employee subject to ceiling specified in Sub-clause 8.1;
iii. Terms and conditions in respect of grant to, vest in and exercise of Options by the Employees and determination of exercise price which may be different for different class/ classes of Employees falling in the same tranche of grant of Options issued under the Scheme;
iv. The procedure for making a fair and reasonable adjustment in case of corporate actions such as rights issues, bonus issues, merger, sale of division, demerger and others;
v. The procedure and terms for the Grant, Vest and Exercise of Employee Stock Options in case of employees who are on long leave;
vi. Deciding on disallowance of options in case of misconduct on the part of Option Grantee.
vii. The procedure for Vesting in case of termination of employment, if required;
viii. any matter relating to the Trust and aspects of administration of the Scheme by the Trust;
ix. the procedure for funding for Exercise of Options, as permitted under the Applicable Laws;
x. Approve forms, writings and/or agreements for use in pursuance of the Scheme

(c) Any decision of the Board/Committee in the interpretation and supervision of this 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, Employee, Trust, Grantee, Participant/Nominee and their Beneficiaries and successors). The Board/Committee shall not be liable for any action or determination made in good faith with respect to the Scheme or any Option granted thereunder.

(d) The Committee shall, *interalia,* formulate the detailed terms and conditions of the Scheme which shall include the provisions to the extent it is not in violation of the Companies Act 2013 and SEBI Regulations.

(e) The Committee shall, if required 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 (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003, SEBI (Listing obligations & Disclosure Requirements) Regulations, 2015 and SEBI (Share Based Employee Benefits) Regulations, 2021 by the Company and its Employees, as applicable.

6.2 **Administration**

(a) ESOS 2019 shall be administered by the Trust to the extent aspects of such administration are delegated by the Committee as per the 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 the ESOS 2019 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.

7 Share Pool

7.1 Subject to Clause 19 below, the maximum number of Shares that may be issued pursuant to Exercise of Options granted to the Participants under this Scheme shall exceed 8,72,500 (Eight Lakhs Seventy Two Thousand Five Hundred) Shares.

The Shares shall be sourced from the Secondary Acquisition, from time to time, through the Trust. However, the Company reserves the right to source the Shares from the Primary Issuance of the Shares to the Trust, in case circumstances warrant. In any case, the Shares acquired from Secondary Acquisition shall be subject to the ceiling above and in accordance with Applicable Laws. The Trust shall transfer the Shares to the Participants upon Exercise of Options, in accordance with the terms and conditions as may be decided under ESOS 2019. Subject to the Applicable Laws, the Trust shall, at the Option Grantee's request, transfer the Shares to a nominee for the Particpants's beneficial interest.

*Pursuant to the shareholders' approval dated 11th March, 2026, the administration of the ESOS 2019 shall be carried out through a Trust, thereby enabling flexibility in sourcing the shares either via Primary Issuance or secondary acquisition as the prevailing circumstances may require. As of 4th February, 2026, a total of 8,72,500 shares remain outstanding (Since the implementation of the ESOS 2019, the Company has allotted 1,22,500 shares pursuant to exercises made under the ESOS 2019 from the original sanctioned pool of 9,95,000 (Nine Lakhs Ninety Five Thousand shares). The sourcing of these 8,72,500 shares may be executed either through Primary Issuance or secondary acquisition, depending on situational requirements and regulatory compliances.

7.2 Notwithstanding the foregoing provisions of Clause 7.1, Shares with respect to which an Option is granted under the Scheme that remain unexercised at the expiration, forfeited, surrendered or lapsed

shall be added back to the number of Options that are pending to be granted. The Company may, at their discretion Grant such Options within the overall limit determined in accordance with the Scheme.

In case of a share-split where the face value of the shares is reduced below Rs. 10/- or in case of consolidation of shares, the maximum number of Options available for being granted under the Scheme as mentioned in Clause 7.1 shall stand modified accordingly, so as to ensure that the cumulative paid-up value (No. of shares X Face value per share) of the total Shares arising out of Exercise of Options that can be issued remains unchanged.

Where Shares are transferred by the Trust consequent to the Exercise of Vested Option under this ESOS 2019, the maximum number of Shares that can subsequently be transferred under this ESOS 2019 (as referred to in Clause 7.1 above) will stand reduced by the number of Shares so transferred.

8 Grant of Options

8.1 The Board/Committee may offer the Options to a Grantee in accordance with the terms and conditions of the Scheme for the time being in force. The Committee will decide the number of Options to be granted to each Eligible Employee. The Employees are not required to pay any amount at the time of grants made to them.

8.2 During any one year, no Employee shall be granted Options equal to or exceeding 1% of the issued share capital excluding outstanding warrants and conversions (as understood under SEBI Regulations) of the Company at the time of Grant of Options unless an approval from the Shareholders is taken by way of special resolution in a General Meeting.

8.3 Subject to the overall limit prescribed in Clause 7.1 above, the Options may be granted in one or more tranches.

8.4 Subject to Clause 19, each Option will entitle the Participant to one Share of the Company.

8.5 The Grant of the Options by the Board/Committee to the Grantee shall be made in writing and communicated to the Grantee by a Grant Letter. Such a Grant shall state the number of Options Granted and the Exercise Price.

8.6 An offer made under this Clause is personal to the Grantee and cannot be transferred in any manner whatsoever.

9 Method of acceptance

9.1 The method of acceptance of the Grant made pursuant to Clause 8 above and under the Scheme, shall be determined in accordance with the Scheme.

9.2 Upon receipt of a duly completed Acceptance Form from the Grantee in respect of the Grant, the Grantee will become a Participant. The Committee/Trust may then issue to the Participant a statement, in such form as it deems appropriate, showing the number of Options to which the Participant is entitled pursuant to the acceptance of such Grant and the number of Shares for which the Participant will be entitled to subscribe pursuant to such Grant.

9.3 Subject to the terms contained herein, the acceptance in accordance with this Clause, 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.

10 Vesting of Options

10.1 Subject to Clause 10.4 and Clause 13 below, the Unvested Options shall vest with the Participant in accordance with the Scheme.

10.2 Upon vesting, the Vested Options shall be exercisable in accordance with the terms and conditions set forth under the Scheme.

10.3 Notwithstanding anything mentioned in the Scheme and subject to Clause 13 below, Options which are not vested shall automatically lapse after the Vesting Date and the contract referred to in Clause 9.3 above shall automatically be terminated without surviving any rights/liabilities for any party.

10.4 Subject to the Companies (Share Capital and Debentures) Rules, 2014 as applicable and any other applicable law, and unless the Committee decides otherwise, no Options shall vest in a Participant, if such Participant carries on or engages in, directly or indirectly, whether through partnership or as a shareholder, joint venture partner, collaborator, consultant or agent or in any other manner whatsoever, whether for profit or otherwise, any business which competes directly or indirectly with the whole or any part of the business carried on by the Group or any activity related to the business carried on by the Group. Decision of the Board/Committee/Company in this regard shall be final and conclusive and cannot be called in question by the Participant. For the sake of clarity, the restriction contained in this Clause shall not apply to any investment held as a portfolio by the Participant or any activity/business carried out by the Participant pursuant to his duties as an Employee or Director of the Company and shall not apply to the Nominee of the Participant.

10.5 Neither the Participant nor any person entitled to exercise Participant's rights in the event of death of the Participant, shall be entitled to claim or receive any dividend and right to vote in respect of the Options granted/vested, till such time as the Shares are transferred pursuant to a valid Exercise of the Options in favor of such Participant or such person.

10.6 The options granted shall vest so long as an employee continues to be in the employment of the Company or the Subsidiary Companies or the Holding Company, as the case may be, as per applicable laws. The Board/Committee may, at its discretion, lay down certain performance metrics on the achievement of which such options would vest, the detailed terms and conditions relating to such vesting, and the proportion in which options granted would vest subject to the minimum vesting period of 1 (one) year.

10.7 The vesting dates in respect of the options granted under the Scheme may vary from employee to employee or any class thereof and/or in respect of the number or percentage of options granted to an employee.

10.8 Options granted under the Scheme would vest subject to maximum period of 5 (five) years from the date of grant of such options.

10.9 The specific vesting schedule and conditions subject to which vesting would take place would be outlined in the document(s) given to the Option Grantee at the time of grant of Options.

11 Exercise Price

11.1 The exercise price shall be the Market Price for options to be granted under this scheme.

Explanation - Market Price means the latest available closing price on a recognised stock exchange on which the shares of the company are listed on the date immediately prior to the relevant date and if such shares are listed on more than one stock exchange, then the closing price on the stock exchange having higher trading volume shall be considered as the market price.

12 Exercise of Options/Allotment of Shares

12.1 Subject to Clause 13.5 below, the Participant alone can Exercise the Vested Options within the Exercise Period in one or more traches as may be prescribed by the Board, which period shall not be less than one year from the date of grant and shall not exceed a period of 5 years from the date of respective vesting of options. The exercise period shall commence from the date of vesting of the options and

would expire not later than five years from the date of vesting. The exact exercise period, exercise windows and related process shall be determined by the Board/Committee, subject to a maximum exercise period of five years from the date of vesting of options. The options granted may be exercised by the Grantee at one time or at various points of time within the exercise period as determined by the Board/Committee from time to time.

12.2 The Board/Committee can decide the procedure for the exercise of Options and Allotment/transfer of Shares.

12.3 Subject to Clause 10 above and Clause 13.5 below, the Participant alone can Exercise the Vested Options subject to the process determined by the Board/Committee. Subject to Clause 12.4 and Clause 12.10 below, such Exercise may be of all Vested Options or part of the Vested Options.

12.4 No Vested Option shall be exercisable in its fractional form.

Exercise of the Vested Options shall take place at the time and place designated by the Board/Committee/Trust and by executing such documents as may be required under the Applicable Laws or by the Board/Committee/Trust to pass a valid title of the relevant Shares to the Participant/Nominee, free and clear of any liens, encumbrances and transfer restrictions save for those set out therein.

12.5 The Vested Option shall be considered to be validly Exercised only when the Trust receives the exercise form from the Participants (its nominee/legal heir, in applicable cases/events). It must be noted that once the Vested Options are Exercised by a Participants (its nominee/legal heir, in applicable cases/events), such Participants (its nominee/legal heir, in applicable cases/events) is considered as a Option Grantee in this ESOS 2019.

12.6 The Aggregate Exercise Price shall be paid in full upon the Exercise of the Vested Options. Payment must be made by one of the following methods:

i) Cheque or demand draft issued in the name of the Trust as the Trust may specify; or
ii) Remittance directly from the Participant's bank to the bank account of the Trust (wire transfer) as the Trust; or
iii) Any combination of such methods of payment or any other method acceptable to the Trust or Board/Committee at its sole discretion.

12.7 At the time of allotment/transfer of Shares pursuant to a valid Exercise, the Participant/Nominee will be required to sign such papers as may be considered necessary by the Trust to lawfully execute/enforce various provisions of the Scheme.

12.8 The Trust shall endeavor to ensure that the process of Transfer of Shares to the Participant who has validly exercised his Vested Options is completed within 60 days from the time of receiving the Exercise Form by the Trust.

12.9 Subject to the Companies (Share Capital and Debentures) Rules, 2014 and SEBI Regulations, and unless the Committee decides otherwise, no Participant shall be entitled to make an Exercise, if such Participant carries on or engages in, directly or indirectly, whether through partnership or as a shareholder, joint venture partner, collaborator, consultant or agent or in any other manner whatsoever, whether for profit or otherwise, any business which competes directly or indirectly with the whole or any part of the business carried on by the Group or any activity related to the business carried on by the Group. Decision of the Board/Committee/Company in this regard shall be final and conclusive and cannot be called in question by the Participant. For the sake of clarity, the restriction contained in this Clause shall not apply to any investment held as a portfolio by the Participant or any activity/business carried out by the Participant pursuant to his duties as an Employee or Director of the Company and shall not apply to the Nominee of the Participant.

12.10 Only upon allotment/transfer of the Shares, the Participants/Nominees shall become members of the Company.
Subject to Clause 15 below, the Shares to be allotted/transferred shall rank *pari-passu* in all respects

with the outstanding Shares of the Company.

12.11 Funding the exercise of options i.e Cashless Exercise of the Options shall be as determined by the Board/Committee and to be executed through Trust in accordance with the provisions of the Applicable Laws.

12.12 The Vested Options which are exercised within the Exercise Period shall be settled by way of transfer of the Shares by the Trust. Subject to adjustments as per this ESOS 2019, each Vested Option may be exercised and converted into one Share. The Shares shall be issued in electronic form/demat form, as determined by the Trust/ Committee from time to time.

12.13 It is clarified that secretarial and legal compliances may take time and the Company is entitled to consolidate multiple exercise notices and transfer of Shares to multiple Participants at one time or in parts on a fixed periodic basis. The Trust/ Committee will keep the Participants informed about the timelines on a best effort basis; however, any delay shall not entitle the Participant to raise claims against the Trust/ Company, the Committee or any other parties, including in respect of the fact that the Participant has already paid the Exercise Price.

13 Termination of Employment

13.1 On Resignation/ Termination without Cause
In case the service of the Participant with the Company is terminated (including but not limited to resignation by the employee) for any reason other than specified in Clauses 13.2 to 13.7, all Unvested Options with the Participant on the Termination Date shall lapse and the contract referred to in Clause 9.3 above shall stand automatically terminated without surviving any right/liability for any party. Subject to Clause 12.4 and Clause
12.10 above, all the Vested Options shall be permitted to be exercised in accordance with Clause 12 above unless the Board/Committee decides otherwise.

13.2 Termination with Cause
In case the termination of employment of a Participant with the Company is with Cause (i.e. negligence, fraud, professional misconduct, moral turpitude, etc. as per Company's policy), all Options (Vested as well as Unvested) shall stand automatically forfeited on the Termination Date and the contract referred to in Clause 9.3 above shall stand automatically terminated without surviving any right/liability for any party.

13.3 On Retirement/Superannuation/Early Retirement approved by the Company
In case the services of the Participant with the Company are terminated due to the Participant's Retirement on attaining the superannuation age or early retirement after approval from the Company, all the options granted to an employee would continue to vest in accordance with the respective vesting schedules even after retirement or superannuation in accordance with the company's policies and the applicable law. All the Vested Options shall be permitted to be exercised in accordance with Clause 12 above unless the Board/Committee decides otherwise.

13.4 On Permanent disability or Permanent Incapcity of Participant
In case the Employee suffers a permanent incapacity while in employment all the Options granted to him till such date of permanent incapacitation and lying Unvested, shall Vest in him with effect from the date of the participant's permanent incapacitation subject to Clause 12 above. Subject to Clause 12.4 and Clause 12.10 above, all the Vested Options shall be permitted to be exercised in accordance with Clause 12 above unless the Board/Committee decides otherwise.

13.5 On death of a Participant
In the event of death of a Participant while in employment with 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 the participant's death. Subject to Clauses 12.4 and Clause 12.10 above, all the Vested Options shall be permitted to be exercised in accordance with Clause 12 above unless the Board/Committee decides otherwise.

13.6 On Abandonment
In case the termination of employment of a Participant with the Company is due to Abandonment, all Options (Vested as well as Unvested) shall stand automatically forfeited on the Termination Date and the contract referred to in Clause 9.3 above shall stand automatically terminated without surviving any right/liability for any party. The Board/ Committee, at its sole discretion shall decide the date of cancellation of Options and such decision shall be binding on all concerned.

13.7 Long leave
For the purposes of this Scheme, the employment of the Option Grantee shall not be deemed to terminate if the Option Grantee takes any sick leave or any other bona fide leave of absence, appropriately approved, for 90 (ninety) days or less. In the event of the leave of absence in excess of 90 (ninety) days, such leave of absence will not be treated as continuous employment/service by an Option Grantee for the purpose of the Scheme. In such an event, the Options (Vested as well as Unvested) will vest as per the discretion of the Board/Committee. The options which vested may be cancelled as per the discretion of the Board/Committee.

13.8 The rights granted to an Option Grantee upon the grant of an Option shall not afford the Option Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with any present or past member of the group or associated company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

14 Notices and correspondence

14.1 Any notice required to be given by a Participant/Nominee to the Board/Committee/Trust or any correspondence to be made between a Participant/Nominee and the Board/Committee/Trust may be given or made to the Board/Committee/Trust at the registered/corporate office of the Company or at a place as may be notified by the Board/Committee/Trust in writing.

14.2 Any notice, required to be given by the Board/Committee to a Participant/Nominee or any correspondence to be made between the Board/Committee and a Participant/Nominee shall be given or made by the Board/Committee on behalf of the Company at the address provided by the Participant in his Acceptance Form or Nomination Form.

15 Lock-in

15.1 The Shares allotted/transferred pursuant to the Exercise of the Vested Options under Clause 12 above shall be subject to a lock-in as specified by the Board/Committee.

16 Beneficiary/Nominee designation

16.1 Each Participant under the Scheme may nominate, from time to time, any Beneficiary or Beneficiaries to whom any benefit accrued to such Participant under the Scheme is to be delivered in case of his or her death before he or she receives all of such benefit. Each such nomination shall revoke all prior nominations by the same 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.

16.2 In order to Exercise the Vested Options, the legal heir(s) and nominees shall produce all required documents including a copy of signed nomination form (if any), certified copy of the succession certificate / probate of will / letter of administration, certified copy of the death certificate duly attested by the proper authority, KYC documents and furnish such bonds/indemnities, as may be required by the Trust/ Company, to prove the succession or inheritance of the assets of the deceased Participant and to safeguard the interests of the parties concerned. The Trust/ Committee may at its discretion waive off whole or part of this requirement on case to case basis.

17 Non-transferability of Options

17.1 Save as provided in Clause 13.1 above, 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/Nominee otherwise than by will or by the laws of descent, to the extent permitted under the Applicable Law, and any purported assignment, alienation, pledge, attachment, sale, transfer, or encumbrance not permitted herein shall be void and unenforceable against the Company.

18 Transferability of Shares

18.1 No Participant/Beneficiary shall, when the Shares of the Company are not listed on any Indian Recognized Stock Exchanges, transfer any or all of his Shares to any person except the parties designated by the Board/Committee (including but not limited to promoters, investors, Company or any other designated party) without obtaining prior written consent of the Board/Committee at the price determined by the Committee.

19 Corporate Actions

19.1 In case of Corporate Action, the Board shall ensure while taking into consideration the global best practices in this area including the procedures followed by the derivative markets in India and abroad, that the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Participants. The decision of the Board on whether such action is necessary and the extent of such action by the Board shall be final and binding. If a change of control shall occur, the Board may make such adjustments at its discretion as are necessary or appropriate in light of the change of control (including, without limitation, the substitution of stock other than stock of the Company as the stock optioned hereunder, and the acceleration of the exercisability of the Options), provided that the Board determines that such adjustments do not have a substantial adverse economic impact on the Participant as determined at the time of the adjustments.

19.2 The Board/Committee shall in accordance with the Applicable Laws determine the procedure for making a fair and reasonable adjustment to the ESOPs entitlement of an Option Grantee in case of a stock split, stock consolidation, rights issue, bonus issue, merger, demerger, amalgamation, sale of division and any other form of corporate restructuring, if any.

19.3 If the Company issues bonus or rights shares, the Option Grantee will not be eligible for the bonus or rights shares in the capacity of an Option Grantee, except that the entitlement to the number of options and the Exercise Price will be adjusted, as determined by the Board/Committee. Only if the employee stock options are vested and exercised and the Option Grantee is a valid holder of the shares of the Company, the Option Grantee would be entitled for bonus or rights options as Option holder of the Company.

20 Withholding Tax or any other Sums

20.1 All Options granted under this Scheme shall be subject to all applicable taxes, withholding tax and/or any levy and/or any contribution and/or any sums due (by whatever name it is called) arising due to participation in the Scheme (in or outside India), if any, and the Board/Committee, accordingly, may withhold such taxes and/or levy and/or contribution and/or payment in full unless the Board/Committee decides to withhold in part.

20.2 Notwithstanding anything contained in the Scheme or any other Clauses of the Scheme, if, on the Grant of the Option and/or the Vesting of Option and/or the Exercise of the Options and/or allotment or transfer of the Shares under the Scheme and or at any time while this Scheme is in operation shall be subject to any levy and/or taxes and/or contribution and/or payment (by whatever name called), if any, that is levied on or payable by the Company/Employing entity (in or outside India), such

taxes and/or levy and/or contribution and/or payment shall be recovered in full, unless the Board/Committee at its sole discretion decides to recover in part from the Participant.

20.3 Notwithstanding anything else contained in this Scheme, no Shares/Sale Proceeds therefrom, as the case may be, shall be issued/allotted/transferred/disbursed to the Participant/Nominee, on Exercise of the Options under the Scheme, unless appropriate levies and/or taxes and/or contributions and/or payments as given in this Clause are recovered in full, unless the Trust or Board/Committee at its sole discretion decides to recover only a part of the same from the Participant/Beneficiary.

21 Arbitration

21.1 In The terms and conditions of the ESOS 2019 shall be governed by and construed in accordance with the laws of India. The Courts of Ahmedabad, Gujarat, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOS 2019 and the Company and all Employees shall submit themselves to the jurisdiction of the Courts of Ahmedabad, India in connection with ESOS 2019. Nothing in this Clause will however limit the right of the Company to bring proceedings against any Employee in connection with this ESOS 2019:

(i) in any other court of competent jurisdiction; or

(ii) concurrently in more than one jurisdiction.

22 Tenure

22.1 This Scheme shall continue in effect unless terminated by the Committee/Board.

22.2 Any such termination of this Scheme shall not affect Options/Shares already Granted and such Options/Shares shall remain in full force and effect as if the Scheme had not been terminated unless mutually agreed otherwise between the Participant/Beneficiary and the Board/Committee.

23 Governing Law

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

23.2 The Participant agrees and acknowledges that the Participant has received and read a copy of the Scheme.
The Options are subject to the Scheme. Any term of the Scheme that is contrary to the requirement of the Companies Act, 2013 and the Companies (Share Capital and Debentures) Rules, 2014 or any other Applicable Law, including but not limited to the Foreign Exchange Management Act, 1999 and the rules and regulations framed thereunder shall not apply to the extent it is contrary.

23.3 In the event that any term, condition or provision of the Scheme being held to be a violation of any Applicable Law, statute or regulation the same shall be severable from the rest of the Scheme and shall be of no force and effect and the Scheme shall remain in full force and effect as if such term, condition or provision had not originally been contained in the Scheme.

23.4 In order to comply with regulation of any other country or to avail any tax or other benefits, the Board/Committee may at its sole discretion formulate an addendum to this Scheme for Employees employed in that country and made applicable to such Employees from the date determined by the Board/Committee.

24 Regulatory approvals

24.1 The implementation of the Scheme, the Grant of any Option as per terms of the Scheme and the issuance of any Shares as per the Scheme shall be subject to the procurement by the Company and the Participant/Beneficiary of all approvals and permits required by any regulatory authorities having

jurisdiction over the Scheme, the Options and the Shares issued pursuant thereo. The Participant/Beneficiary under this Scheme will, if requested by the Board/Committee, provide such assurances and representations to the Board/Committee, as the Board/Committee may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.

24.2 The Board shall make all the relevant disclosures in the Director's Report in relation to the Scheme as are required under the Companies Act, 2013 and the Companies (Share Capital and Debentures) Rules, 2014.

24.3 The Company shall follow and confirm to applicable accounting policies issued by the Institute of Chartered Accountants of India from time to time and/or accounting policies as per the Companies Act, 2013 as applicable.

25 Accounting and Disclosures

25.1 The Company shall comply with the disclosure and the accounting policies prescribed as per the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (as amended from time to time) and the guidelines issued by Institute of Chartered Accountants of India from time to time.

25.2 To calculate the employee compensation cost, the Company shall use Fair Value Method or any other applicable accounting guidelines for valuation of the options granted.

26 Certificate from Auditors

26.1 The Board shall at each annual general meeting place before the Shareholders a certificate from the Secretarial Auditors of the Company that the Scheme has been implemented in accordance with the SEBI (SBEB) Regulations and in accordance with the resolution of the Company in the general meeting.

27 Modification of Scheme

The Board/Committee may, subject to a special resolution passed at a General meeting at any time and from time to time:

27.1 Revoke, add to, alter, amend or vary all or any of the terms and conditions of the Scheme or all or any of the rights and obligations of the Grantee/Participant/Beneficiary;

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

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

27.4 Alter the Exercise Price, if the Option becomes unattractive due to fall in market price of the Shares.

Provided that no variation, alteration, addition or amendment to the Scheme can be made if it is detrimental to the interests of the Grantee/Participant/Beneficiary and the approval of the shareholders in General Meeting has been obtained unless the terms are varied to meet any regulatory requirements.

27.5 Subject to the Clause 27.4, the Company may by special resolution in a General Meeting vary the terms of the Scheme offered pursuant to an earlier resolution of the general body but not yet exercised by the Employee provided such variation is not prejudicial to the interests of the Employees.

28 Miscellaneous provisions

28.1 Surrender of options: The employees to whom options have been granted (and which have not been exercised by them) shall have right, without giving any reason/s, to surrender such options, whether vested or otherwise and such surrendered options shall be added back to the number of Options that are pending to be granted.

28.2 No right to a Grant: Neither the adoption of the Scheme, nor any action of the Committee/Board shall be deemed to give an Employee any right to be granted an Option to acquire Shares or to any other rights hereunder except as may be evidenced by a Grant Letter, and only to the extent of and on the terms and conditions expressly set forth therein, as the case may be.

28.3 No employment rights conferred: Nothing contained in the Scheme or in any Grant made hereunder shall (i) confer upon any Employee any right with respect to continuation of employment with the Company, or (ii) interfere in any way with the right of the Company to terminate his employment at any time.

28.4 Transfer or Deputation: In the event that a Participant who has been granted Options under this Scheme is transferred or deputed to any Holding Company or Subsidiary Companies as defined under the Companies Act, 2013 prior to Vesting or Exercise, the Vesting and/or Exercise as per the terms of Grant shall continue in case of such transferred or deputed Participant even after the transfer or deputation and all the unvested options shall vest as per the vesting schedule.

28.5 Adherence to Applicable Laws: The Participant/Nominee shall comply with all Applicable Laws.

28.6 Tag-along rights: Subject to Clause 19 and provisions of the Companies Act, 1956, Companies Act, 2013 and other Applicable laws, in the event of sale of Equity Shares constituting 51% or more of the paid-up equity capital of the Company, by its Shareholders at any time, any Participant/Beneficiary, at his own discretion, has the right but not an obligation to offer his Shares acquired pursuant to Exercise of Options, to the acquirer or other entity as the case may be, as part of the said strategic sale at the same price at which strategic sale takes place.

The Board shall give each Participant/Beneficiary, a written notice containing the name of the proposed acquirer or other entity as the case may be, the total number of Shares proposed to be sold to the acquirer or other entity as the case may be, the price at which they are proposed to be sold, the price, the other terms and conditions of the proposed sale, if any and the time within which the offer must be accepted ("Tag Along Notice"). The Offer Period shall not be less than five days from and including the date of receipt of the Sale Notice by the Option Grantees. The Offer shall be irrevocable during the Offer Period. After receipt of the Tag Along Notice, each Participant/Beneficiary shall, at their own discretion, respond to the Tag Along Notice by serving a written notice ("the Response Notice") on the Selling Shareholder prior to the expiry of the Offer Period requiring the Selling Shareholder to ensure that the Intended Purchaser also purchases all of the Shares as mentioned in the Response Notice(s) at the same price and on the same terms and conditions as are mentioned in the Tag Along Notice along with the Shares being sold. Provided however that, notwithstanding the foregoing, no Option Grantee shall be required to make any representations or warranties to any person in connection with such sale or transfer except representations and warranties as to the ownership of, good title to, absence of liens, charges, claims or other encumbrances on and authority to sell the Shares which are to be sold to the Intended Purchaser.

If completion of the sale and transfer of the Sale Shares to the Intended Purchaser does not take place within the period of 180 days following the expiry of the Offer Period (plus a period not exceeding of 60 (sixty) days for obtaining any required regulatory approvals), the Selling Shareholder's right to sell the Sale Shares to the Intended Purchaser shall lapse.

28.7 This Scheme shall not confer on any person any legal or equitable rights against the Board/Committee directly or indirectly or give rise to any cause of action at law or in equity against

the Board/Committee.

The Company shall bear the costs of establishing and administering this Scheme, including any costs of the Company's auditors or any independent financial adviser in relation to the preparation of any confirmation by them or provision of any other service in relation to this Scheme.

28.8 The Participant shall comply with the provisions of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations 2003, to the extent applicable, as well as any code of conduct or such similar policy, procedure or system formulated or adopted by the Board 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.

28.9 The acceptance of the Grant is entirely voluntary and the Board/Committee does not guarantee any return on Shares or Options.

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

28.11 Inability to obtain authority: The inability of the Company to obtain authority from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance and sale of any shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to issue or sell such shares.

29 Set-off

29.1 It is the Board/Committee's obligation to convey to the Participant/Nominee that the Shares shall be subject to set-off or counterclaim of amounts owed by the Participant/Nominee to the Committee, to the extent permitted under Applicable Laws.

30 Severability

30.1 If any of the provisions mentioned in this Scheme are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by Applicable Laws.

31 Confidentiality

31.1 The Grantee specifically confirms and covenants to the Company that he is aware that the information regarding his/her ESOP entitlements to this Option Agreement is strictly confidential and that the Option Grantee cannot reveal/share the information with any of his/her peers, colleagues, co-employees or with any employee and/or associate of the Company or holding company or subsidiaries or any other company of the Arvind Group. In case Option Grantee is found in breach of this Confidentiality Undertaking, the Company has an undisputed right to forfeit the Options granted and all Vested and Unvested options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this Confidentiality Undertaking shall be final and binding upon the Grantee.

32 Covenants of the Grantee

32.1 The Grantee confirms that:-

i. the Grantee shall not engage himself/herself in activities that have or will have an adverse impact on the reputation of the Company or its holding company or subsidiaries.

ii. while during employment with the Company or its holding company or subsidiaries or Affiliate company, the Grantee shall engage exclusively in the work assigned by the Company or its holding company or subsidiaries, respectively, and shall not take up any independent or individual assignments, whether the same is part time or full time, (in an advisory capacity or otherwise) and whether directly or indirectly.

iii. the Grantee shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities which are or shall be (in the sole opinion of the Board) in conflict with the interests of the Company or its holding company or subsidiaries.

iv. in consideration of the Options granted to the Grantee, as also, opportunities, training and access to new techniques and know-how that has been made available to the Grantee, the Grantee shall also strictly abide by any and all of the terms of the employment agreed by the Grantee.

v. the Grantee shall maintain as secret and confidential all Confidential Information and shall not use or divulge or disclose any such Confidential Information except as may be required under any obligation of law (subject to obtaining the consent of the Company or its holding company or subsidiaries) or as may be required by the Company or its holding company or subsidiaries.

vi. the Grantee understands that the Grant of the Option is limited only to the Shares of The Anup Engineering Limited (formerly known as Anveshan Heavy Engineering Limited), and the Grantee shall have no recourse to the shares of any other company of the Arvind Group, including Arvind Limited, in any manner whatsoever.

vii. the Grantee understands that "Confidential Information" means any or all information about the Company or its holding company or subsidiaries that satisfies one or more of the following conditions:

a) such information which has not been made generally available to the public, save and except for information disclosed to the public with the consent of the Company or its holding company or subsidiaries; or

b) such information which is critical, in the Company's opinion, to the Company's current or anticipated business or research and development activities or those of a customer or supplier or associate or channel partner of the Company or its holding company or subsidiaries and the disclosure of the same would affect their competitiveness; or

c) such information which either has been identified as confidential by the Company or its holding company or subsidiaries (either orally or in writing) or has been maintained as confidential from outside parties and is recognized as intended for internal disclosures only; or

d) such information which either is of a nature that it gives a distinct edge to the Company or its holding company or subsidiaries over competition when not shared with the competition, or is likely to give any advantage to the competition or any other organization / person / group of persons when shared with the organization / person / group of persons; or

e) such information which is required to be kept confidential by any requirement of law.

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

i. computer programs, inventions, samples, designs, drawings, machines, tools, photographs, source codes, object codes, methods, concepts, formulas, algorithms, processes, technical specifications, analyses, discoveries, improvements, marketing methods, manufacturing processes, research and development information;

ii. organizational matters, business plan, company policies, sales forecasts, employee and

personnel information (including information pertaining to their terms of employment, experience, contact details, appraisals, performance, competencies, specialized skills / expertise, medical information, etc.);

iii. non-public financial information relating to the Company or its holding company or subsidiaries including its financial results for any period;

iv. Business plan of the Company or its holding company or subsidiaries including its monthly reports and estimates;

v. Current and prospective customer lists and information on customers and their employees;

vi. Information relating to existing and potential intellectual property of the Company or its holding company or subsidiaries;

vii. Dividend policy of the Company or its holding company or subsidiaries including the intended declaration of dividend;

viii. Issue of shares of the Company or its holding company or subsidiaries by way of public offers, rights issues, bonus issue, employee stock options;

ix. Major expansion plan or execution of new projects including information concerning amalgamations, mergers, acquisitions and takeovers being planned or contemplated by the Company or its holding company or subsidiaries and information concerning the purchase of major equipment or property and the disposal of any undertakings of the Company or its holding company or subsidiaries;

x. Information relating to the Company or its holding company or subsidiaries regarding acquisition or loss of significant contracts, significant disputes with major suppliers, consumers or any Governmental or regulatory agency;

xi. Any information that may affect the earnings/ profitability of the Company or its holding company or subsidiaries;

xii. Any other change in policies, plan or operations of the Company or its holding company or subsidiaries.