

Centrum Capital Limited (CCL)
CCL Employee Stock Option Scheme 2017

CENTRUM CAPITAL LIMITED

CCL EMPLOYEE STOCK OPTION SCHEME 2017 – “SCHEME”

1	NAME OF THE SCHEME.....	3
2	PURPOSE OF THE SCHEME.....	3
3	DEFINITIONS AND INTERPRETATION.....	3
4	ELIGIBILITY.....	4
5	GRANT OF OPTIONS.....	4
6	METHOD OF ACCEPTANCE.....	4
7	VESTING OF OPTIONS	5
8	EXERCISE PRICE.....	5
9	EXERCISE OF OPTIONS	5
10	DURATION OF THE SCHEME	5
11	LOCK IN.....	5
12	CONFLICT.....	5

1 Name of the Scheme

This Scheme shall be termed as “the CCL Employee Stock Option Scheme 2017 (“the Scheme”). “Scheme” forms a part of the Centrum Capital Limited Employees Stock Option Plan 2017 (“the Plan”). “Scheme” was initially approved by the special resolution passed on August 31, 2017, by the shareholders at the Annual General Meeting of the Company and subsequently, the Scheme was revised by the special resolution passed on March 30, 2018 by the shareholders through postal ballot. The revised scheme has been approved by the Board at its meeting held on February 9, 2018, whereas, the initial scheme was approved vide resolution passed on November 22, 2017. “Scheme”, with revised features, shall be effective from April 1, 2018, herein after referred as the “Effective date”.

2 Purpose of the Scheme

Centrum Capital Limited (“Company” or “CCL”), a company incorporated under the Companies Act, 1956 and having its Registered Office at Centrum House, Vidyanagari Marg, Kalina, Santacruz (East) Mumbai - 400098, has structured “the Scheme” for its Employees and employees of its Subsidiary Companies and the employees of its Holding Company (if any).

The purpose of this Scheme is primarily to reward such employees who have dedicated themselves selflessly and loyally to the Company and performed beyond the call of duty in the attainment of the goals and vision of the Company over the last several years since inception of the Company;

as also to:

- a) To incentivize employees by transferring shares of the Company
- b) Providing sense of ownership and participation to the employees in the Company
- c) To reward performance of the employees
- d) Retention of key employees.

Further, the Scheme will be implemented, for and on behalf of and at the request of the Subsidiary Companies and the Holding Company of CCL (if any), for the employees of the Subsidiary Companies and the Holding Company of CCL (if any). This purpose is sought to be achieved through the Grant of Options, for and on behalf of, and at the behest of the Subsidiary Companies and the Holding Company to their employees.

3 Definitions and Interpretation

Unless otherwise defined, the terms mentioned herein shall have the same meaning for the purpose of “the Scheme” as defined in the Plan. Apart from the generality of the above,

- 3.1 “Closing Date” shall be 10 days from the Grant Date, on or before which date, the Grant of Options made by the Company to a Grantee can be accepted. In case such date is a non-working day, then it shall be the immediately following working day;
- 3.2 “Change in control” for the purpose of this scheme shall be said have occurred on the date on which the promoters of the company sell their entire holding in the Company;
- 3.3 “Eligible Employee” for the purpose of this Scheme means Employee identified in accordance with Clause 4 below to whom the Grant of Options shall be made;
- 3.4 “Exercise Price” means the purchase price of each Share payable by the Participant/ Beneficiary for exercising the Vested Options Granted to the Participant in pursuance of Clause 7 below and shall be communicated in the Grant letter;
- 3.5 “Exercise Period” means the period of 5 years from the Grant Date, subject to Clause 13 of the Plan,

unless the Board/ Committee/ Trust decides otherwise;

3.6 “Relevant Date” means the date of the meeting of the Committee on which the Grant is made;

3.7 “Vesting Period” shall be defined as per Clause 7 of the “Scheme - I” below;

3.8 “Construction”

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

4 Eligibility

4.1 The eligibility to participate in the Plan is subject to such criteria as may be decided by the Company/ Board/ Committee/ Trust 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.

4.2 The Scheme shall be applicable to the Company and the Subsidiary Companies and the Holding Company (if any) and Options may be granted to the Employees of the Company, the Subsidiary Companies and the Holding Company, as determined by the Company/ Board/ Committee/ Trust at their own discretion.

5 Grant of Options

5.1 The Company/ Board/ Committee/ Trust at their discretion shall Grant the Options to the identified Eligible Employees in accordance with the terms and conditions of “the Scheme” Notified under the Plan and the Plan for the time being in force.

5.2 Subject to Clause 7 and Clause 17 of the Plan and in accordance with Clause 8 of the Plan, the maximum number of Options Granted to any Grantee during one year under “the Scheme” shall not exceed 1 percent of the total share capital at the time of the Grant.

5.3 The Grant of the Options to the Eligible Employee upon approval by the committee shall be made in writing in Grant Letter and communicated to the Eligible Employee. Such Grant Letter shall state the Grant Date, number of Options offered, the Exercise Price and the Acceptance Period.

6 Method of acceptance

6.1 In accordance with Clause 9 of the Plan, any Grantee who wishes to accept the Grant made pursuant to Clause 5 above, must deliver an Acceptance Form, prescribed by the Board/ Committee/ Trust from time to time, duly completed as required therein to the Board/ Committee/ Trust on or before the Closing date.

6.2 The Grant of Options to any Grantee who fails to return the Acceptance Form, or the Acceptance Form is received by the Company/ Board/ Committee/ Trust after the Closing date, the options granted to such Grantee shall not be valid and the options granted will stand cancelled unless the Board/ Committee determines otherwise.

7 Vesting of Options

- 7.1 Subject to Clauses 13.4 and 13.5 of the Plan, the minimum vesting period shall be one year from the date of grant.
- 7.2 Subject to continued employment and in accordance with Clause 10 of the Plan, all the granted Options shall Vest with the Participant on the last day of the of 1st year from the Grant date.
- 7.3 Notwithstanding Clause 7.2 above and clause 13.3 of the Plan and subject to Clause 7.1 above, in case the employment of the Participant with the Company ceases due to the Participant's Retirement on attaining the superannuation age or onwards, or early retirement after approval from the Company, the Company/Board/Committee/ Trust shall in its absolute discretion decide number of options that can vest, provided such options have been granted prior 1 (one) year, with respect to the Unvested Options which decision shall be binding on the Participant.
- 7.4 In case there is a Change in control, the unvested options, provided such options have been granted prior 1 (one) year, shall vest immediately in the participant.

8 Exercise Price

- 8.1 The Exercise Price for the Options granted shall be Rs.12.50 per share.
- 8.2 The Aggregate Exercise Price shall be paid in full upon the Exercise of the Vested Options. Payment must be made by one of the methods specified in Clause 12.7 of the Plan.

9 Exercise of Options

- 9.1 In accordance with Clause 12 of the Plan and subject to Clause 13 of the Plan, the Participant/ Nominee can Exercise the Vested Options immediately on or after vesting but within the Exercise Period.
- 9.2 Notwithstanding Clause 9.1 above, options vested as per clause 7.3 above shall be permitted to be Exercised by the Participant within 12 months from the date of termination or before the expiry of the Exercise Period whichever is earlier. Any Vested Options not exercised within this aforesaid period shall automatically lapse at the end of the aforesaid period and the contract referred to in Clause 12.3 of the Plan shall stand automatically terminated without surviving any right/ liability for any party.

10 Duration of the Scheme

- 10.1 Scheme shall continue in effect unless terminated by the Company/ Committee.

11 Lock in

- 11.1 Subject to Clause 18 of the Plan, the Shares allotted/ transferred pursuant to the Exercise of the Vested Options under Clause 9 above shall not be subject to a lock-in unless the Board/ Committee/ Trust decides otherwise.

12 Conflict

In case there is a conflict between the terms of this Scheme and the terms of the Plan, then for the purposes of this Scheme, the terms of this Scheme shall prevail, unless specifically provided otherwise in the Plan.