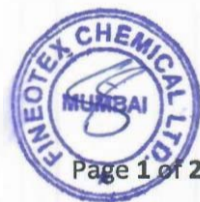




FINEOTEX CHEMICAL LIMITED
FCL - Employees Stock Option Plan, 2020



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FINEOTEX CHEMICAL LIMITED

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EMPLOYEES STOCK OPTION PLAN 2020

1. Name, Objective and Term of the Scheme

- 1.1 This Scheme shall be called the “FINEOTEX CHEMICAL LIMITED-Employees Stock Option Plan 2020” (hereinafter referred to as “FCL-ESOP 2020” or “ESOP 2020”).
- 1.2 The objective of FCL-ESOP2020 is to reward the employees for their association, performance and contribution to the goals of the Company. The Company intends to use this ESOP 2020 to motivate its employees to contribute to the growth and profitability of the Company and to attract new talent. The Company views Employee Stock Options as an instrument that would enable the Employees to share the value he/she creates for the Company in the years to come.
- 1.3 The FCL-ESOP 2020 shall be established with effect from the date on which the shareholders shall approve this Scheme and shall continue to be in force until (i) its termination by the Board, or (ii) the date on which, all of the Stock Options available for issuance under the plan have been issued and exercised, whichever is earlier.
- 1.4 The Board of Directors or the Nomination and Remuneration Committee of Board as authorized may subject to compliance with the Applicable Laws, at any time alter, amend, suspend or terminate FCL-ESOP 2020.
- 1.5 This is a confidential document and shall be treated as such by all employees.

2. Definitions and Interpretation

2.1 Definitions

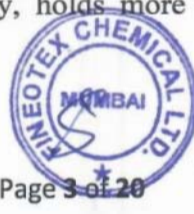
- i. “**Applicable Law**” means every law relating to Employees Stock Option Scheme, including, without limitation to, the Companies Act, 2013 and Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and includes any statutory modifications or re-enactments thereof, and all relevant revenue, tax, securities or exchange control regulations or corporate laws of India or any relevant jurisdiction. The Applicable Law includes any provision of the applicable law, rules, regulations, notifications, circular(s) or any other similar form of directives issued by the competent authority under the relevant applicable laws.



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- ii. **“Board”** means Board of Directors of the Company and includes a committee of the Board by whatever name constituted inter-alia for administration and superintendence of this Plan.
- iii. **“Compensation Committee”** The Nomination and Remuneration Committee of the Company as reconstituted by the Board of Directors and as may be further reconstituted or modified by the Board from time to time, in accordance with the Applicable Laws and which has been authorized and designated by the Board to act as “Compensation Committee” to administer and perform the activities of FCL-ESOP 2020.
- iv. **“Companies Act”** means the Companies Act, 2013 and includes any statutory modifications or re-enactments thereof.
- v. **“Company”** means Fineotex Chemical Limited, a company registered under the Companies Act, 1956 and having its registered office at 42/43 Manorama Chambers 4th Floor S V Road Bandra (W) Mumbai, Maharashtra -400050.
- vi. **“Director”** means a member of the Board of the Company.
- vii. **“Eligibility Criteria”** means the criteria as may be determined from time to time by the Nomination and Remuneration Committee for granting of Employee Stock Option to the Employees, subject to Applicable Law(s).
- viii. **“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 group company including subsidiary or associate company, in India or outside India, 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.



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- ix. **“Employee Stock Option”** or **“Option”** means the option granted to an Employee, which gives such Employee the right, but not an obligation, to purchase or subscribe at a future date the shares underlying the option at a pre-determined price.
- x. **“Exercise”** of an Option means expression of an intention by an Employee to the Company to purchase the Shares underlying the Options vested in him, in pursuance of the FCL-ESOP 2020, in accordance with the procedure laid down by the Company for exercise of options.
- xi. **“Exercise Date”** shall mean, in relation to an Option, the date on which Option comprised in the Grant is exercised pursuant to this Scheme.
- xii. **“Exercise Period”** means such time period after vesting within which the employee should exercise the options vested in him in pursuance of the FCL-ESOP 2020.
- xiii. **“Exercise Price”** means the price payable by an Employee in order to exercise the Options granted to him in pursuance of the FCL-ESOP 2020.
- xiv. **“FEMA”** refers to Foreign Exchange Management Act, 1999. It is hereby cleared that where the Employee is, at the time of the issue of Shares pursuant to the ESOP Scheme, a resident outside India, the issue will be made according to applicable provisions of the (FEMA).
- xv. **“FCL-ESOP 2020”** or **“Scheme”** means Fineotex Chemical Limited- Employees Stock Option Plan 2020 under which the Company is authorized to grant Employee Stock Options to the Employees.
- xvi. **“Grant”** means issue of Options to the Employees under the FCL-ESOP 2020.
- xvii. **“Grant Date”** means the dates of the meeting of the Board in which grant of Option to the employees are approved.
- xviii. **“Letter of Grant”** means the intimation issued by the Company to an Employee about the Options granted to him for acquiring a specified number of shares at the Exercise Price.
- xix. **“Long Leave”** means leave taken by the Employee for more than 60 days, which has been approved by the Company.



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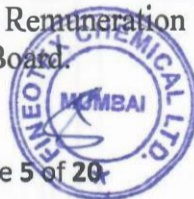
xx. **“Misconduct”** means any of the following:

- committing of any act of misconduct warranting summary termination under law; or
- conduct which in the reasonable opinion of the Board amounts to a serious breach by an Option Grantee of the obligation of trust and confidence to his employer; or
- a finding by the Board that a employee has committed any material or consistent breach of any of the terms or conditions of employee service agreement including any willful neglect of or refusal to carry out any of his duties or to comply with any instruction given to him by the Board; or
- being convicted of any criminal offence (other than an offence under any road traffic legislation for which a penalty of imprisonment cannot be imposed); or
- being disqualified from holding office in the Company or any other company under any legislation or to be disqualified or disbarred from membership of, or be subject to any serious disciplinary sanction by, any regulatory body within the industry, which undermines the confidence of the Board in the individuals continued employment; or
- having acted or attempted to act in any way which in the opinion of the Board has brought or could bring the Company or any other group member into disrepute or discredit;
- Fraud, misappropriation or embezzlement by an Employee;
- Misuse of intellectual property of the Company or any loss to goodwill or repute of the Company and.
- breach of any Company Policies/ Terms of Employment;
- Any other matter not included above but defined in the company rules or employment agreement.

xxi. **“Nominee”** means any other person nominated by the employee.

xxii. **“Option Grantee”** means an Employee, who has been granted an Employee Stock Option in pursuance of the FCL-ESOP2020.

xxiii. **“Permanent Disability/Incapacity”** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps the Option Grantee from performing any specific job, work or task which the Option Grantee was capable of performing immediately before such disablement, as determined by the Nomination and Remuneration Committee based on a certificate of a medical expert identified by the Board.



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xxiv. **“Promoter”** 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.

xxv. **“Promoter Group”** shall have the same meaning assigned to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirement) Regulations, 2018, as amended.

Provided that where the Promoter or Promoter Group of a Company is a Body Corporate, the promoters of the Body Corporate shall also be deemed to be Promoters of such Company.

xxvi. **“Retirement”** means retirement as per the rules of the Company.

xxvii. **“SBEB Regulations”** means Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021.

xxviii. **“Shares”** means equity shares of the face value of Rs. 2 each of the Company within the meaning of this ESOP 2020.

a. Ranking of Shares:

The Shares issued on the exercise of Options shall rank pari-passu with all the existing equity shares of the Company. The Shares issued on the exercise of Options shall be eligible for full year's dividend.

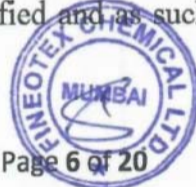
b. Listing of Shares:

The Shares issued on exercise of the Options shall be listed on all the stock exchanges where the Company's Equity Shares are listed and will be subject to terms and conditions of the listing agreements with the stock exchanges.

xxix. **“Stock Exchange”** means the BSE Ltd., National Stock Exchange of India Ltd. or any other Stock Exchange in India on which the Company's Shares are listed or to be listed in future.

xxx. **“Subsidiary Company”** means any present or future Subsidiary Company of the Company, as per the provisions of the Companies Act, 2013.

xxxi. **“Unvested Option”** means an Option in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Option Grantee has not become eligible to exercise the Option.





- xxxii. **“Vest” or “Vesting”** means earning by the Option Grantee, of the right to Exercise the Employee Stock Options granted to him in pursuance of the FCL-ESOP 2020.
- xxxiii. **“Vesting Condition”** means the conditions subject to which the options granted would vest in an Option Grantee.
- xxxiv. **“Vesting Period”** means the period during which the vesting of the Employee Stock Option granted to the Employee, in pursuance of the FCL-ESOP 2020 takes place.
- xxxv. **“Vested Option”** means an Option in respect of which the relevant Vesting Conditions have been satisfied and the Option Grantee has become eligible to exercise the Option.

2.2 Interpretation

In this Scheme, unless the contrary intention appears:

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

Words and expressions used and not defined herein but defined in SBEB Regulations, the Securities Contract Regulation Act, 1956 or the Companies Act, 2013 and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislations.

3. Authority and Ceiling

- 3.1 Subject to the approval of shareholders, the Nomination and Remuneration Committee shall grant not exceeding 1,00,00,000 (One Crore) Options to the employees under the ESOP 2020, in one or more tranches convertible into 1,00,00,000 (One Crore) equity shares of face value of Rs. 2/-each at such price or prices, and on such terms and conditions, as may be determined by the Nomination and Remuneration Committee in accordance with the provisions of ESOP 2020 and in due compliance with the SBEB Regulations and other applicable laws, rules and regulations.
- 3.2 The maximum number of Options that may be granted to each Employee shall vary depending upon the designation and the appraisal/assessment process, and shall be



decided by the Nomination and Remuneration Committee. The Nomination and Remuneration Committee reserves the right to decide the number of Options to be granted and the maximum number of options that can be granted to each employee. As per Regulation 6(3) of the SBEB Regulations, a separate special resolution is required to be passed if the benefits of the Scheme are to be extended to identified Employees, during any one year, equal to or exceeding one per cent of the issued capital of the Company at the time of grant of ESOPs. Further, the Committee may identify certain Employee(s) to whom it may be necessary to grant ESOPs exceeding one per cent in one year to ensure continuity of their service with the Company.

- 3.3 If an Employee Stock Option expires or becomes un-exercisable due to any other reason, it shall become available for future Grants, subject to compliance with all Applicable Laws. The Board will have powers to re-grant such options.
- 3.4 Where Shares are issued consequent upon exercise of an Employee Stock Option under the FCL-ESOP 2020, the maximum number of Shares that can be issued under FCL-ESOP 2020 as referred to in Clause 3.1 above will stand reduced to the extent of such Shares already issued.
- 3.5 In case of a share-split where the face value of the shares is reduced below Rs.2/-, the maximum number of shares available for being granted under FCL-ESOP 2020 shall stand modified accordingly, so as to ensure that the cumulative face value (No. of shares X Face value per share) prior to such split remains unchanged after the share split.
- 3.6 In case of a consolidation where the face value of the shares is increased above Rs.2/-, the maximum number of shares available for being granted under FCL-ESOP 2020 shall stand modified accordingly, so as to ensure that the cumulative face value (No. of shares X Face value per share) prior to such consolidation remains unchanged after the share consolidation.
- 3.7 Options not Vested due to non-fulfillment of the stipulated conditions, vested options which the employees have expressly refused to exercise and any options granted but not vested or exercised within the stipulated time due to any reasons, shall lapse and these options will be available for grant by the Committee to any employee(s) as it may deem fit in its absolute discretion, whether under the present scheme or under a new scheme, subject to compliance of the provisions of applicable law. 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.



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4. Administration

- 4.1 The FCL-ESOP 2020 shall be administered by the Nomination and Remuneration Committee of the Company. All questions of interpretation of the FCL-ESOP 2020 shall be determined by the Nomination and Remuneration Committee and such determination shall be final and binding upon all persons having an interest in the FCL ESOP 2020 or in any Option issued thereunder.
- 4.2 The Nomination and Remuneration Committee shall in accordance with this Scheme and Applicable Laws determine the following amongst other matters:
- (a) The Eligibility Criteria of the Employee for being covered in the Scheme;
 - (b) the quantum of Option to be granted under the FCL-ESOP 2020 per grant and in aggregate, subject to the ceiling as specified in Para 3.2;
 - (c) prescribe the Vesting Period and Vesting criteria;
 - (d) the Exercise Period within which the Employee should exercise the Option and that the Option would lapse on failure to exercise the Option within the Exercise period;
 - (e) the right of an Employee to exercise all the Options vested in him at one time or at various points of time within the Exercise Period ;
 - (f) The procedure for making a fair and reasonable adjustment to the number of Option and to the Exercise Price in case of corporate actions such as rights issue, bonus issue, merger, sale of division and others;
 - (g) the Grant, Vesting and Exercise of Options in case of long leave;
 - (h) the conditions under which Options vested in Employees may lapse in case of termination of employment for misconduct;
 - (i) establish, amend, suspend or waive such rules and regulations as it shall deem appropriate for the proper administration of the Scheme;
 - (j) frame suitable policies and systems to ensure that there is no violation of Applicable Laws; and
 - (k) Approve forms, writings and/or agreements for use in pursuance of the Scheme.
 - (l) The procedure for cashless exercise of Employee Stock Options, if required.

The Nomination and Remuneration Committee shall also frame from time to time suitable policies and systems to ensure that there is no violation of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and (b) Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003, by Company and its Employees as applicable.





4.3 The Board or the Nomination and Remuneration Committee may, if it deems necessary or desirable, vary the terms of Scheme, subject to the Applicable Laws.

5. Eligibility

5.1 Only Employees within the meaning of this ESOP 2020 are being eligible for being granted options under ESOP 2020. The specific employees to whom the options would be granted and their eligibility criteria would be decided by the Nomination and Remuneration Committee at its own discretion, and will be based on designation; period of service, loyalty, value addition, designation, present & past contribution, performance evaluation, current compensation, future potential, criticality of the Employee in the Company/Subsidiary Company and such other criteria as may be determined by the Nomination and Remuneration Committee at its sole discretion, from time to time. Such Eligible Employees, as determined by the Nomination and Remuneration Committee, may participate in the FCL-ESOP 2020.

6. Conditions for issue of Letter of Grant

6.1 The Board may offer the Option to the Employees in accordance with the terms and conditions of the FCL-ESOP 2020 for the time being in force.

6.2 The Letter of Grant besides other terms and conditions shall specify the number of Options granted, the Vesting Period, the Vesting Schedule, the Vesting Conditions, the Exercise Price, and the Exercise Period and procedure in connection with the Grant of Options to the Employee.

6.3 The Letter of Grant will set out the terms and conditions of the Grant of Options to the Employee in accordance with the FCL-ESOP 2020. If the Employee wishes to accept the Grant made by the Board, then he shall communicate his acceptance within 15 days from the date of the Letter of Grant to the Board in the Acceptance Form, prescribed by the Board or through his e-mail address registered with the Company. If acceptance is not received within 15 days from the date of the letter of Grant, the Grant shall be deemed to have been not accepted in that case such Grant shall lapse and the Employee shall not have any right over such Grant.

6.4 Upon receipt of a duly completed Acceptance Form or confirmation on mail from the Grantee in respect of the Grant, the Grantee will become a Participant.

6.5 The detailed procedure for Grant and Acceptance of Options has been determined by the Board in pursuance of this Scheme.





6.6 An offer made under the FCL-ESOP 2020 is personal to the Option Grantee and cannot be transferred in any manner whatsoever.

7. Vesting Schedule and Vesting Conditions

7.1 Stock Options granted under FCL-ESOP 2020 would vest after 1 (one) year but not later than 5 (five) years from the date of grant of such options. Vesting of Options would be subject to continued employment with the Company or Subsidiary Company, as the case maybe and in case of deputation to the other Subsidiary Company, as the case may be, the period of employment with the respective company may also be considered at the discretion of the Nomination and Remuneration Committee and thus the Option's would vest essentially on passage of time. In addition to this, the Nomination and Remuneration Committee may also specify certain other parameters subject to satisfaction of which the Options would vest.

7.2 The specific vesting schedule and vesting conditions subject to which vesting would take place would be outlined in the Letter of Grant given to the Option Grantee at the time of grant of Options.

7.3 The terms and conditions of vesting for Options granted under FCL-ESOP 2020 may differ from that of Options granted under any other Scheme. The Options which do not vest, would be available for being re-granted at a future date subject to the "SBEB Regulations".

7.4 Vesting of Options in case of Employee on long leave

In case the Option Grantee goes on a continuous unpaid leave of 60 days or more during the vesting period, the vesting period will be automatically extended by such period of leave in excess of 60 days. In all other events including approved earned leave and sick leave, the period of leave shall be included to calculate the vesting period unless otherwise determined by the Board.

8 Exercise

8.1 Exercise Price or Pricing formula

a) The Nomination and Remuneration Committee will determine the exercise price in case of each grant subject to the same not being less than the face value of the equity shares of the Company and not more than the 'market price' (that is, latest available



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closing price on a recognised stock exchange, having highest trading volume, on which the equity shares of the Company are listed) of the equity shares at the time of grant.

b) Payment of the Exercise Price shall be made by a crossed cheque or NEFT or a demand draft drawn in favor of the Company or in such other manner as the Nomination and Remuneration Committee may decide which shall be subject to the FEMA provisions, if applicable.

8.2 Exercise period and provisions relating to exercise

(a) Option Grantee may exercise the Vested Options during the Exercise Period by giving a notice in writing or through a registered mail to the Company stating number of Options to be exercised.

(b) The Options can be exercised as per the provisions outlined in the table below:

Sr. No.	Time Period	Date of Exercise
Vested Options		
1	While in Employment	Eligible Employee will be permitted to exercise vested options on and from the date of vesting of the options for an exercise period as may be determined by the Committee and set out in the Grant Letter. However, in no event shall the Exercise Period exceed a period of 5 (five) years from the Vesting Date.
2	Resignation / Termination (other than due to misconduct or breach of company policies/terms of employment)	All Vested Options as on date of submission of resignation or termination shall be exercisable by the Employee before his last working day with the Company, subject to the Employee signing a release letter issued by the Company (In a form acceptable to the Company).
3	Termination due to misconduct or cause or due to breach of company policies or the terms of employment	All the Vested Options which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination.
4	Retirement / Early Retirement / Term coming to an end or as approved by the Company	All Vested Options as on the date of Retirement can be exercised by the Option Grantee within 60 days from the date of last working day with the Company.
5	Death	All Vested Options may be exercised by the Option Grantee's nominee or legal heirs (In case nominee has not been appointed) within a period of three months from the





Sr. No.	Time Period	Date of Exercise
		date of death.
6	Termination due to Permanent Disability	All Vested Options may be Exercised by the Option Grantee within a period of three months from the date of such disability.
7	Abandonment or separation due to reasons other than those mentioned above	All the Vested Options shall stand cancelled.
Unvested Options		
1	While in Employment	The Options would continue to vest in accordance with the original vesting schedule.
2	Resignation / Termination (other than due to misconduct or breach of company policies/terms of employment)	All Unvested Options on the date of submission of resignation / termination, shall stand cancelled with effect from the date of resignation/ termination.
3	Termination due to misconduct or cause or due to breach of company policies or the terms of employment	All Unvested Options on the date of termination shall stand cancelled with effect from the date of termination.
4	Retirement / Early Retirement / Term coming to an end or as approved by the Company	All Unvested Options shall stand cancelled as on the date of such Retirement.
5	Death	All the Unvested Options as on the date of death shall vest with the Option Grantee's nominee or legal heirs (In case nominee has not been appointed) as per the vesting schedule. Upon vesting, the options can be exercised by the Option Grantee's nominee or legal heirs (In case nominee has not been appointed) within a period of three months from the date of vesting, unless otherwise determined by the Nomination and Remuneration Committee, whose determination will be final and binding.
6	Termination due to	All the Unvested Options as on the date of termination of





Sr. No.	Time Period	Date of Exercise
	Permanent Disability	Option Grantee due to Permanent Disability shall vest with the Option Grantee as per the vesting schedule, unless otherwise determined by the Nomination and Remuneration Committee, whose determination will be final and binding.
7	Abandonment or separation due to reasons other than those mentioned above	All the Unvested Options shall stand cancelled.

(c) The number of options which have vested with the Option Grantee and which are not exercised by him within the time specified above shall lapse.

(d) An Option shall lapse automatically and shall not be exercisable after the date of the commencement of the winding-up of the Company.

(e) Pursuant to the exercise of any options, the Board shall have the right, at its option, to issue Shares of a different class than any Shares which may be held by the other shareholders of the Company.

(f) The vested options shall be exercisable by the employees by submitting an application to the Board/Committee expressing his/her desire to exercise such vested options in such manner and in such format as may be prescribed by the Committee. The employee can exercise stock options either in full or in tranches by making full payment of exercise price and applicable taxes (if any). The vested options shall lapse if not exercised within the specified exercise period.

9 Lock in period for Shares

The Shares arising out of exercise of vested options would not be subject to any lock-in period after such Exercise.

10 Accounting and Disclosures

The Company shall follow the laws/Regulations applicable to accounting and disclosure related to Options, including but not limited to the Guidance Note on Accounting for Employee Share based payments and/or any relevant Indian Accounting Standards (IndAS) as may be prescribed by the Institute of Chartered Accountants of India from time to time, including the disclosure requirements prescribed therein.



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The Company shall disclose details of Grant, Vest, Exercise and lapse of the Options in the Director's Report or in an Annexure thereof as prescribed under SEBI SBEB Regulations or any other applicable laws as in force.

11. Certificate from Auditors

The Board shall at each AGM place before the shareholders a certificate from the Secretarial Auditors of the Company that the FCL-ESOP 2020 has been implemented in accordance with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and in accordance with the resolution of the Company in the General Meeting.

12. Rights as a Shareholder

- 12.1 The Option Grantee shall not have a right to receive any dividend or to vote or in any manner or enjoy the benefits of a Shareholder in respect of Employee Stock Options granted, till shares underlying such Employee Stock Options are allotted on exercise of such Options.
- 12.2 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company (for example, bonus shares, rights shares, dividend, voting, etc) in respect of any Shares covered by the Grant unless the Option Grantee exercises the Option and becomes a registered holder of the Shares of the Company.
- 12.3 The Options shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 12.4 If the Company issues bonus or rights Shares, the Option Grantee will not be eligible for the bonus or rights Shares in the capacity of an Option Grantee. However, an adjustment to the number of Options or the Exercise price or both would be made in accordance with FCL-ESOP 2020.
- 12.5 Option shall not be transferable to any person except in the event of death of the Option Grantee, in which case clause 8.2 (b) would apply.
- 12.6 No person other than the Employee to whom the Options are granted shall be entitled to Exercise the Option except in the event of the death of the Option Grantee, in which case clause 8.2 (b) would apply.



**13. Deduction/Recovery of Tax**

13.1 The liability of paying taxes if any, in the Employee Stock Option granted pursuant to this Scheme and the shares issued pursuant to exercise of rights shall be entirely on Option Grantee and shall be in accordance with the provisions of Income Tax Act, 1961 and the rules framed thereunder.

13.2 The Company shall have the right to deduct from the employee's salary, any of the tax obligations arising in connection with the Employee Stock Options or the Shares acquired upon the exercise thereof. The Company shall have no obligation to deliver Shares in pursuance of this Plan, until the Company's tax deduction obligations, if any, have been satisfied by the Option Grantee.

14. Authority to vary terms

For the purpose of efficient implementation and administration of the Scheme, the Board/Nomination and Remuneration Committee thereof may at its sole discretion revise any of the terms and conditions in respect of existing or any new grant of Options, subject to the applicable laws.

15. Miscellaneous**15.1 Government Regulations**

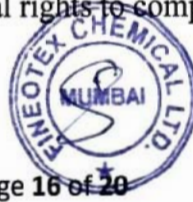
This FCL-ESOP 2020 shall be subject to all Applicable Laws, and approvals from governmental authorities. The Grant of Options under this FCL-ESOP 2020 shall also be subject to the Company requiring the Employee to comply with all applicable Laws.

15.2 Inability to obtain approval

The inability of the Company to obtain approval from any regulatory body having jurisdiction over the Company, or under any applicable Laws, for the lawful issuance of any Options hereunder shall relieve and wholly discharge the Company from any and all liability in respect of the failure to issue such Options.

15.3 Neither the existence of this Scheme nor the fact that an individual has on any occasion been granted an Option shall give such individual any right, entitlement or expectation that he has or will in future have any such right, entitlement or expectation to participate in this Scheme by being granted an Option on any other occasion.

15.4 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



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consequence of the loss or termination of his office or employment with the company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

- 15.5 The Option Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise an Option in whole or in part except as provided in this Scheme.
- 15.6 The execution of this Plan is purely at the discretion of the Board or Nomination and Remuneration Committee.
- 15.7 Breach of any of the terms of FCL-ESOP 2020 by the Employee shall entitle the Nomination and Remuneration Committee to refuse to grant further options or allot Shares or extend any other benefit to such defaulting Employee, without incurring any liability to the Employee in this regard.

16 Notices

All notices of communication required to be given by the Company to the Option Grantee by virtue of this FCL-ESOP 2020 shall be in writing and shall be sent to the address of the Option Grantee or to the official mail id available in the records of the Company and any communication to be given by an Option Grantee to the Company in respect of FCL-ESOP 2020 shall be sent to the Company at the address or email mentioned below:

Name: Hemant Kisan Auti

Designation: Company Secretary and Compliance Officer

Address: Fineotex Chemical Limited, 42/43 Manorama Chambers 4th Floor, S V Road Bandra (W) Mumbai Maharashtra -400050

Email: cs@fineotex.com

17 Governing Law and Jurisdiction

- 17.1 The terms and conditions of the FCL-ESOP 2020 shall be governed by and construed in accordance with the laws of India.
- 17.2 The Courts of Maharashtra, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this FCL-ESOP 2020.





17.3 Nothing in this clause will however limit the right of the Company to bring proceedings against the Employee in connection with this FCL-ESOP 2020:

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

(ii) con-currently in more than one jurisdiction.

18 **Income Tax Rules**

The Income Tax Laws and Rules in force will be applicable.

19 **Severability**

In the event any one or more of the provisions contained in this FCL-ESOP 2020 shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this FCL-ESOP 2020, but this FCL-ESOP 2020 shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the FCL-ESOP 2020 shall be carried out as nearly as possible according to its original terms and intent.

20 **Confidentiality**

Option Grantees must keep the details of the FCL-ESOP 2020 and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues, or with any employee and/ or branch of the Company or that of its affiliates. In case Option Grantee is found in breach of this Confidentiality Clause, the Company has undisputed right to terminate any Agreement and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this Confidentiality Clause shall be final, binding and cannot be questioned by Option Grantee. In case of non-adherence to the provisions of this clause, the Board will have the authority to deal with such cases as it may deem fit.

The Participant shall not divulge the details of the Plan and/ or his holdings to any person except with the prior written permission of the Board unless so required to do under any statutes or regulations applicable to such Participant. In case of failure to comply with this Clause by the Participant, the Grant or the contract referred to in the said Plan, as the case may be, shall, unless the Board decides otherwise, stand automatically terminated without any liability to the Company.



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21 General Risks

Participation in the FCL-ESOP 2020 shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity and the risks associated with the investments is that of the Option Grantee alone. The Option Grantee is encouraged to make considered judgment and seek adequate information /clarifications essential for appropriate decision.

22 Arbitration

In the event of a dispute arising out of or in relation to the provisions of this Plan (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. In case of failure in arriving at an amicable settlement in 1 month, the matter shall be referred for final determination to an arbitrator appointed by the Board and the decision of such an arbitrator shall be final and binding on the Company and the Employee. The arbitration proceedings shall be held at Mumbai, India under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The arbitrator shall give a reasoned award in writing. The arbitrator 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 Mumbai, Maharashtra.

23 Indemnification

To the maximum extent permitted by law, the Company shall indemnify and hold harmless the members of the Board or Key Managerial Person from and against any and all liabilities, costs and expenses incurred by such persons as a result of any act or omission to act in connection with the performance of such person's duties, responsibilities and obligations under the Plan, other than such liabilities, costs and expenses as may result from the gross negligence, bad faith, willful misconduct or criminal acts of such persons.

FOR FINEOTEX CHEMICAL LIMITED

Hemant Auti
Company Secretary & Compliance Officer
Place: Mumbai

