

TIME TECHNOPLAST LIMITED

Registered Office: 101, 1st Floor, Centre Point, Somnath Daman Road,
Somnath, Dabhel, Nani Daman, Dadra and Nagar Haveli and Daman and Diu, (U.T.) – 396 210

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CIN: L27203DD1989PLC003240

Time Technoplast Limited – Employees Stock Option Plan 2017

SCHEME CUM DISCLOSURE DOCUMENT

PART A

STATEMENT OF RISKS

All investments in shares or options on shares are subject to risk as the value of shares may go down or up. In addition, employee stock options are subject to the following additional risks:

1. Concentration: The risk arising out of any fall in value of shares is aggravated if the employee's holding is concentrated in the shares of a single Company.
2. Leverage: Any change in the value of the share can lead to a significantly larger change in the value of the option as an option amounts to a levered position in the share.
3. Illiquidity: The options cannot be transferred to anybody, and therefore the employees cannot mitigate their risks by selling the whole or part of their options before they are exercised.
4. Vesting: The options will lapse if the employment is terminated prior to vesting. Even after the options are vested, the unexercised options may be forfeited if the employment is terminated for misconduct.

PART B

INFORMATION ABOUT THE COMPANY

5. Business of the Company: A description of the main objects and present business of the Company.



5.1. History

Company was incorporated in India on December 20, 1989 under the Companies Act, 1956 under the name of Time Packaging Private Limited by the Registrar of Companies, Bombay Maharashtra. Company was converted into Public Limited Company on May 27, 1992. The company changed its registered office from the State of Maharashtra to the Union Territory of Daman pursuant to the Company Law Board order no. 212/17/CLB/WR/2003 dated March 27, 2003. The name of the company was changed to Time Technoplast Limited on May 01, 2006. Company's corporate identification number is L27203DD1989PLC003240.

5.2. Company has following subsidiaries

- TPL Plastech Limited
- NED Energy Limited
- Elan Incorporated FZE
- GNXT Investment Holdings Pte Ltd.
- Ikon Investment Holdings Ltd.
- Schoeller Allibert Time Holdings Pte. Ltd.
- Kamposite Praha S.R.O.

The said subsidiaries have further step down subsidiaries.

5.3. Main objects as per Memorandum of Association:-

To carry on the business of manufacturers, producers, processors, importers, exporters, dealers, suppliers, distributors, agents, traders and marketers of drums, barrels, cans, containers, decorative cans, decorative containers, crates, boxes, tubes, collapsible tubes, seals, P.P. caps, tin containers, metal containers, bachelites, plastic moulded, blown, extruded containers, bagges, packing containers, boxes, wrapping papers, water proofing papers, tarpaulin, corrugated containers, wrappers of all kinds, multi-laminated, flexible and rigid packing, pillow packing, gunny bags, plastic packaging of all kinds including bottles, collapsible hollow gunny bags, sachets, pouches, made from plastic, high density polyethylene, low density polyethylene, polypropylene, nylon, polyester, ethylene, vinyl, acetate, HDPE, LDPE, PP, BOPP, PVC, PET, paper, metal, foils, films, aerosol containers of metal, aluminum, plastics, fibrous materials and to carry on packaging of every description and kind.



To carry on the business in India or elsewhere as manufacturers, producers, assemblers, processors, fabricators, designers, formulators, converters, buyers, sellers, dealers, importers, exporters, contractors, hirer, repairers, agents, distributors, stockists and supplier of profile plastics, P. V. C. pipe, moulded industrial articles, industrial component and articles, tubing, films, rolls or their allied and auxiliary plastic products, articles made from different technologies including extrusion process, packaging material, articles made from injection moulding, blow moulding, compressor moulding, vacuum forming, housewares, different sizes and types of material handling crates and / or containers, plastic pallets, plastic luggage articles, suitcases, light and heavy automobiles parts, components and accessories, electrical appliances for T. V. cabinets, computer parts, plastic moulded furniture and other lifestyle products, synthetic turfs and mats, mouldings for cornices, decorative mouldings, frames made of plastics, wood, cork, reeds, canes, wickers, horn, bone, ivory, whalebone, shell, amber, mother of pearl, celluloid and substitutes thereof, mouldings for picture frames, profiles, picture frames, pictures, ready – made framed pictures & all other parts, accessories, articles & things associated with or auxiliary to the business of manufacture & trading of foregoing items made from plastic polymers, papers, metals, foils, films, aerosol, aluminium, fibrous materials etc

To carry on the business of manufacturers of, dealers in, seller, purchasers, contractors, importers, exporters and supplier of polythene, polypropylene, ABS, Nylon, polystyrene, PUR, PE, P.V.C. polyester strips, PUR plastic powder and such other articles required to manufacture profile plastic, P. V. C. pipe, moulded household articles, tubing, films rolls.

5.4. **Present business:-**

Time Technoplast Ltd. (TTL) is a manufacturer of technically driven innovative Polymer products catering to growing industry segments like, Industrial Packaging Solutions, Lifestyle Products, Automotive Components, Infrastructure related products, Material Handling Solutions, Composite Cylinders & MOX Film.

The company has a presence in 9 countries operating from various manufacturing facilities and is recognized for its following innovative polymer products:-

- **Industrial Packaging** – HM-HDPE plastic Drums/Jerry Cans, Intermediate Bulk Containers (IBC) and Pails;



- **Infrastructure** – Polyethylene (PE) pipes, Prefab Shelters, Energy storage devices
- **Technical & Lifestyle** – Turf & Matting , Disposable Bins, Auto Products
- **New Initiative High Growth Products:** Composite Cylinders, MOX Films

6. **Abridged financial information:**

Abridged financial information, for the last five years in respect of the Company and it's subsidiaries.

Consolidated abridged financial information for last 5 years in respect of the Company and it's subsidiaries attached as Annexure 1 herewith. Additionally the Company shall disclose the full set of abridged financial information for the last 5 years for which audited financial information is available, as prescribed under clause (b)(i) of Section 26(1) of the Companies Act, 2013 as amended or re-enacted from time to time, to the option grantee/s at the time of each grant.

7. Risk Factors and Management perception of the risk factors for the Company (i.e. sensitivity to foreign exchange rate fluctuations, difficulty in availability of raw materials or in marketing of products, cost/time overrun etc.)

7.1. **Risk Factors**

Investments in equity shares involve a degree of risk and employees should not invest in the Equity shares unless they are prepared to risk losing all or part of their investment. The following are the risks envisaged by the management of the Company and employees should consider these risk factors carefully for evaluating the trading or profitability of the Company and its business before making any investment decision. The Company does not represent that the statement of risks set out hereunder are exhaustive:-

- a) **BUSINESS RISK:** Growing competition may adversely affect the operations of the company. Company operates in a globally competitive business environment. Company may face competition from other established companies and future entrants into the industry. The growing competition may force company to reduce the revenues and margins and /or decrease the market share, either of which could adversely affect the business, financial conditions and results of the operations. The risk also arises out of sensitivity to



foreign exchange rate fluctuations, difficulty in availability of raw materials or in marketing of products etc.

b) ENVIRONMENTAL LAWS & REGULATIONS: Failure to comply with environmental laws and regulations could result in litigation and the company business may be adversely affected. Company may incur substantial expense in complying with environmental laws and regulations. Also, currently unknown environmental problems or conditions may be discovered. Company is also subject to significant national and state environmental laws and regulations, which govern the discharge, emission, storage, handling and disposal of a variety of substances that may be used in or result from the company operations. Environmental laws and regulations in India have been increasing in stringency and it is possible that they will become significantly more stringent in the future.

c) CHANGES IN THE DOMESTIC TAX LAWS: Any changes in the tax laws in India particularly income tax might lead to increased Tax Liability of the Company thereby putting pressures on profitability.

7.2. Management Perception:

Some of the risks are normal to the nature of industry in which the Company operates and some others are beyond the control of the Company.

8. Continuing disclosure requirement:

The option grantee shall be provided copies of all documents that are sent to the members of the Company. This shall include the annual accounts of the Company as well as notices of meetings and the accompanying explanatory statements.



PART C

SALIENT FEATURES OF THE SCHEME

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1. Name, Objective and Term of the Scheme

- 1.1 This Scheme shall be called 'Time Technoplast Limited - Employees Stock Option Plan 2017' ("ESOP 2017").
- 1.2 The objective of ESOP 2017 is to reward the eligible Employees of the Company and its Holding and / or Subsidiary Company(ies) in India and abroad for their performance and to motivate them to contribute to the growth and profitability of the Company. The Company also intends to use this Scheme to attract and retain talents in the organization. The Company views Employee Stock Options as an instrument that would enable the Employees to get a share in the value they create for the Company in future.
- 1.3 ESOP – 2017 was approved by the shareholders by way of special resolution in their General Meeting held on 29.09.2017 and shall continue to be in force until (i) its termination by the Board, or (ii) the date on which all of the Employee Stock Options available for issuance under the ESOP 2017 have been issued and exercised, whichever is earlier. Further certain clauses of ESOP – 2017 will be amended effective on approval by the Board of Directors at their meeting held on 12th August, 2024 and by shareholders by way of special resolution in their General Meeting scheduled to be held on 27th September, 2024 for extension of benefits of ESOP 2017 to the Employees of Holding Company, its Subsidiary Company (ies) and/ or Associate Company(ies), Group Company(ies) [present and future].
- 1.4 The Board of Directors or the Committee as authorized may subject to compliance with Applicable Laws, at any time alter, amend, suspend or terminate the ESOP 2017.

2. Definitions and Interpretation

2.1 Definitions

- i. **"Applicable Law"** means every law relating to Employee Stock Options, to the extent applicable, including and without limitation to the Companies Act, Securities and Exchange Board of India Act, 1992, SEBI (SBEB) Regulations, 2021 and all relevant tax, securities, exchange control or corporate laws of India, or amendments thereof or of any relevant jurisdiction or of any Stock Exchange on which the Shares are listed or quoted.



- ii. **“Associate Company”** means a Company (present or future) which shall have the same meaning as defined under section 2(6) of the Companies Act, 2013 which also includes a Joint Venture Company.
- iii. **“Board”** means the Board of Directors of the Company.
- iv. **“Cause”** means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the offer or terms of employment amounting to misconduct or breach of terms of employment as determined by the Board after giving the Employee an opportunity of being heard:
 - (i) dishonest statements or acts of an Employee, with respect to the Company;
 - (ii) a felony or any misdemeanor involving moral turpitude, deceit, dishonesty or fraud committed by the Employee;
 - (iii) gross negligence, misconduct or insubordination of the Employee in connection with the performance of his duties and obligations towards the Company;
 - (iv) breach by the Employee of any terms of his employment agreement or the Company’s policies or other documents or directions of Company including the reasons of non-performance;
 - (v) participating or abetting a strike in contravention of any law for the time being in force;
 - (vi) Misconduct as provided under the labour laws after following the principles of natural justice.
- v. **“Companies Act”** means the Companies Act, 2013 and rules made thereunder and include any statutory modifications or re-enactments thereof.
- vi. **“Committee”** means Nomination and Remuneration Committee of the Board 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.



- vii. **"Company"** means 'Time Technoplast Limited', a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 101, 1st Floor, Centre Point, Somnath Daman Road, Somnath, Dabhel, Nani Daman, Daman (U.T.) 396 210.
- viii. **"Company Policies/Terms of Employment"** means the Company's policies for the Employees and the terms of employment as contained in the employment letter issued to the Employee at time of joining the employment and the Company's Employee handbook, which includes provisions requiring a desired level of performance, securing confidentiality, non-compete and non-poaching of other Employees and customers.
- ix. **"Control"** shall have the same meaning as defined under the Companies Act, or Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.
- x. **"Director"** shall have the same meaning as defined under section 2(34) of the Companies Act.
- xi. **"Eligibility Criteria"** means the criteria as may be determined from time to time by the Committee for granting the Employee Stock Options to the employees.
- xii. **"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 its Associate Company, in India or outside India, or of a Holding Company of the Company, 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.
- xiii. **“Employee Stock Option” or “Option”** means the option granted to an eligible Employee which gives such an Employee a right to purchase or subscribe at a future date, the Shares offered by the Company, directly or indirectly, at a pre-determined price.
- xiv. **“Equity Shares”** means fully paid-up Equity Shares of the Company of face value of Rs. 1(Rupee One) each.
- xv. **“Time Technoplast Limited - Employees Stock Option Plan 2017 or ESOP 2017 or ESOS 2017”** means Employees Stock Option Plan/Scheme under which the Company is authorized to grant Employee Stock Options to the Employees.
- xvi. **“Equity Shares”** means fully paid-up Equity Shares of the Company of face value of Re. 1/- (Rupee One) each or any other value as may be determined by the Board or the Shareholders of the Company in compliance with the Companies Act 2013 or any reenactment thereof.
- xvii. **“Exercise”** means making of an application by an eligible Employee to the Company or to the trust for issue of Shares or appreciation in form of cash, as the case may be, against vested Options in pursuance of the Scheme.
- xviii. **“Exercise Period”** means the time period after vesting within which an Employee can exercise his/her right to apply for Shares against the vested option in pursuance of the Scheme.
- xix. **“Exercise Price”** means the price payable by an Employee in order to exercise the Options granted to him in pursuance of the ESOP 2017.
- xx. **“Fair Value of the Option”** means the value computed in respect of the Options granted based on the date of grant by use of mathematical/statistical model such as Black Scholes.
- xxi. **“Grant”** means the process by which the Company issues options, Shares under ESOP 2017.



- xxii. **"Grant Date"** means the date on which the Board or Committee approves the grant. For accounting purposes, the grant date will be determined in accordance with applicable accounting standards;
- xxiii. **"Group"** means two or more companies (present or future) which, directly or indirectly, are in a position to-
- (i) exercise twenty-six per cent. or more of the voting rights in the other Company; or
 - (ii) appoint more than fifty per cent. of the members of the Board of Directors in the other Company; or
 - (iii) control the management or affairs of the other Company.
- xxiv. **"General Meeting"** means an annual general meeting or an extraordinary general meeting held by the Company in compliance with the Companies Act, 2013.
- xxv. **"Grantee"** means an Employee who receives an offer of Options from the Company or the Committee under the Scheme.
- xxvi. **"Holding Company"** means a holding Company (present or future) as defined in sub-section (46) of section 2 of the Companies Act.
- xxvii. **"Independent Director"** shall have the same meaning assigned to it under the Companies Act and rules made thereunder.
- xxviii. **"Insider"** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended.
- xxix. **"Long Leave"** means a sanctioned leave in excess of 60 days without break.
- xxx. **"Market Price"** means the latest available closing price, prior to the date of grant of Options by the Board/ Committee, on the recognized Stock Exchange on which the Shares of the Company are listed. In case Shares are listed on more than one Stock Exchange, then the closing price on the Stock Exchange where the highest trading volume on the said date shall be considered.
- xxxi. **"Option"** means Employee Stock Option within the meaning of this Scheme.



- xxxii. **"Option Grantee"** means an Employee having a right but not an obligation to exercise an option in pursuance of the ESOP 2017.
- xxxiii. **"Permanent Disability_or Permanent Incapacity"** means any disability/incapacity 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/ Committee based on a certificate of a medical expert identified by the Company.
- xxxiv. **"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.
- xxxv. **"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.
- xxxvi. **"Relative"** shall have the same meaning as defined under section 2(77) of the Companies Act.
- xxxvii. **"Retirement"** means retirement as per the rules of the Company.
- xxxviii. **"Scheme" "Plan"** means **Time Technoplast Limited - Employees Stock Option Plan 2017.**
- xxxix. **"SEBI"** means the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992.
- xl. **"SEBI (SBEB) Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended and reenacted from time to time and includes any clarifications or circulars issued thereunder.
- xli. **"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;
- xlii. **"Share or Shares"** means Equity Share of Equity Shares of the Company within the meaning of this Scheme.



- xlili. **“Stock Exchange”** means the National Stock Exchange of India, Bombay Stock Exchange Ltd, or any other Stock Exchange in India on which the Company’s Shares are listed or to be listed in future and shall have the same meaning attributed to it under Section 2(j) of the Securities Contracts (Regulation) Act, 1956.
- xliv. **“Subsidiary”** means any present or future subsidiary of the Company as per the definition under Section 2 (87) of the Companies Act, 2013.
- xlvi. **“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.
- xlvi. **“Vesting”** means earning by the Option Grantee, of the right to Exercise the Options granted to him in pursuance of the ESOP 2017.
- xlvi. **“Vesting Condition”** means any condition subject to which the Options granted would vest in an Option Grantee.
- xlvi. **“Vesting Period”** means the period during which the vesting of the Employee Stock Option granted to the Employee, in pursuance of ESOP 2017 takes place.
- xlvi. **“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 to 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; and
- e) reference to Company shall refer to Holding and / or Subsidiary Company where the contexts so requires, in case Options are granted to the employees of Holding and / or Subsidiary Company in future.



Words and expressions used and not defined herein but defined in the Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Companies Act, and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation.

3. Authority

- 3.1 On passing the special resolution dated 29.09.2017, the Company shall be authorized by the shareholders to issue to the Employees under ESOP- 2017, not exceeding 45,00,000 Employee Stock Options convertible into not more than 45,00,000 Shares of face value of Rs. 1/- (Rupee One) each fully paid-up, with each such Option conferring a right upon the Employee to be issued one Share of the Company, in accordance with the terms and conditions of such issue.
- 3.1.1 The maximum number of Options that shall be granted to any specific Employee of the Company and / or its Holding / Subsidiary Company under ESOP 2017, in any financial year and in aggregate under the ESOP 2017 shall be less than 1% of the issued Equity Share Capital (excluding outstanding warrants and conversions) of the Company. The appraisal process for determining the eligibility of the employees will be decided by the Committee from time to time.
- 3.2 If an Employee Stock Option expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Employee Stock Options pool and shall become available for future grants, subject to compliance with the provisions of the Applicable Laws.
- 3.3 Where Shares are allotted consequent upon Exercise of an Employee Stock Option under the ESOP 2017, the maximum number of Shares that can be allotted under ESOP 2017 as referred to in Sub-clause 3.1 above shall stand reduced to the extent of such Shares allotted.
- 3.4 In case of a Share split, merger, demerger, sale of division, consolidation, rights issues, bonus issues and other corporate actions, if the revised face value of an Equity Share is less or more, as the case may be, than the current face value as prevailing on the date of coming into force of this Scheme, the maximum number of Shares available under ESOP 2017 as specified above shall stand modified accordingly, so as to ensure that the cumulative face value (number of Shares x face value per Share) prior to such split or consolidation remains unchanged after such split or consolidation.



4. Administration

- 4.1 The ESOP 2017 shall be administered by the Board or by the Committee as may be authorized by the Board. All questions of interpretation of the ESOP 2017 shall be determined by the Board/ Committee and such determination shall be final and binding upon all persons having an interest in the ESOP 2017.
- 4.2 The Board/Committee shall in accordance with this Scheme and Applicable Laws determine the following:
- (a) The Eligibility Criteria for grant of Employee Stock Options to the Employees
 - (b) The quantum of Employee Stock Options to be granted under the ESOP 2017 per Employee subject to ceiling specified in Sub-clause 3.1.1;
 - (c) 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 ESOP 2017;
 - (d) The procedure for making a fair and reasonable adjustment in case of corporate actions such as merger, demerger, sale of division, stock-split, stock consolidation, rights issues, bonus issues and others;
 - (e) The procedure and terms for the Grant, Vest and Exercise of Employee Stock Options in case of employees who are on long leave;
 - (f) Deciding on disallowance of options incase of misconduct on the part of Option Grantee.
 - (g) The procedure for Vesting in case of termination of employment, if required;
 - (h) The procedure for cashless exercise of Employee Stock Options, if required; and
 - (i) Approve forms, writings and/or agreements for use in pursuance of the ESOP 2017.
 - (j) the procedure for buy-back of specified securities issued under SEBI SBEB and Sweat Equity Regulations, if to be undertaken at any time by the Company and the applicable terms and conditions, including:
 - (i) permissible sources of financing for buy-back;



(ii) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and

(iii) limits upon quantum of specified securities that the Company may buy-back in financial year.

For the purpose of this Clause 4.2, specified securities means as defined under the Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018;

(k) Amend any terms and conditions of any Options granted under the Scheme to the extent it is not inconsistent with the terms of the Scheme and not prejudicial to the interest of the Option Grantee.

4.3 The Board/Committee shall frame suitable policies and procedures to ensure that there is no violation of securities laws 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 by the Company and its Employees, as applicable.

5. Eligibility and Applicability

5.1 Only Employees within the meaning of this Scheme are eligible for being granted Stock Options under ESOP 2017. The specific Employees to whom the Stock Options would be granted and their Eligibility Criteria would be determined by the Board/Committee.

5.2 The Scheme shall be applicable to the 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/or Subsidiary Company, as determined by the Board/Committee at its own discretion.

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

6. Vesting Schedule and Vesting Conditions

6.1 The options granted shall vest so long as an employee continues to be in the employment of the Company or the Holding / Subsidiary Company as the case may be. 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.

- 6.2 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.
- 6.3 Options shall vest essentially based on continuation of employment and apart from that the Board or Committee may prescribe achievement of any performance condition(s) for vesting. Vesting/lock-in period and the vesting may occur in tranches or otherwise.
- 6.4 Options granted under ESOP 2017 would vest subject to maximum period of 6 (Six) years from the date of grant of such options.
- 6.5 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.

7. Exercise

7.1 Exercise Price:

- (a) The Exercise Price shall be equal to Rs 93.58/- (Rupees Ninety Three and Paise Fifty Eight only) per option or any other price as may be decided by the Board / Committee. In any case, the Exercise Price per Option shall not be less than the face value of shares and it may be different for different class/ classes of Employees falling in the same tranche of grant of Options issued under ESOP-2017.
- (b) Payment of the Exercise Price shall be made by a crossed cheque or a demand draft drawn in favour of the Company, or by any other payment methods prevalent in RBI recognized banking channels or in such other manner and subject to such procedures as the Board/Committee may decide.

7.2 Exercise Period:

(a) While in employment:

- (i) The Exercise period shall not be more than 2 years from the date of respective 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 Committee from time to time.
- (ii) The Vested options shall be exercisable by the employees by a written application (which will include making applications online using any ESOP administration software) to the Company expressing his/ her desire to



exercise such options in such manner and in such format as may be prescribed by the Nomination and Remuneration Committee / any other Committee formed by the Board for this purpose from time to time. The options shall lapse if not exercised within the specified exercise period.

(b) **Exercise Period in case of separations:** Options can be exercised as per provisions outlined below:

Sr. No.	Separations	Vested Options	Unvested Options
1	Resignation	All Vested Options on the date of submission of resignation shall stand cancelled with effect from that date.	All Unvested Options on the date of submission of resignation shall stand cancelled with effect from that date.
2	Termination (With or without cause)	All Vested Options which were not allotted at the time of such termination shall stand cancelled with effect from the date of such termination.	All Unvested Options on the date of such termination shall stand cancelled with effect from the termination date.
3	Retirement or early Retirement approved by the Company	All Vested Options as on date of retirement may be exercised by the Option Grantee within 6 months from his / her last day in the Company.	All Unvested Options shall vest immediately on the last date of working or 12 months from the date of grant, whichever is later and may be exercised by the Option Grantee within 6 months from his / her last day in the Company.
4	Death	All Vested Options may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than 6 months from the date of Death.	All Unvested Options shall vest immediately on the date of death and may be exercised by the Option Grantee's nominee or legal heir within 6 months from the date of vesting.
5	Permanent Disability	All Vested Options may be exercised by the Option Grantee or, if the Option	All the Unvested Options as on the date of such Permanent Disability shall



		Grantee is himself, unable to exercise due to such disability, the nominee or legal heir, immediately after, but in no event later than 6 months from the date of such disability.	vest immediately and can be exercised by the Option Grantee or, if the Option Grantee is himself unable to exercise due to such incapacity, the nominee or legal heir immediately after, but in no event later than 6 months from the date of such disability.
6	Abandonment*	All the Vested Options shall stand cancelled .	All the Unvested Options shall stand cancelled .
7	Other reasons apart from those mentioned above	The Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of separation shall stand cancelled with effect from that date.

*The Board/Committee, at its sole discretion shall decide the date of cancellation of Option's and such decision shall be binding on all concerned.

7.3 In the event of transfer of an Employee from the Company to the Holding/ Subsidiary/Group/Associate Company of the Company, the Unvested Options as on the date of transfer, shall continue to vest as per the original vesting schedule and be exercised, subject to the compliance of the Applicable Laws.

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

8. Lock-in

8.1 The Shares issued upon exercise of Options shall be freely transferable and shall not be subject to any lock-in period restriction after such exercise.

Provided that the transferability of the Shares shall be subject to the restriction for such period in terms of the Securities Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended from time to time or for such other period as may be stipulated from time to time in terms of Company's Code of Conduct for Prevention of Insider Trading.



9. Exit route in case of de-listing

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

10. Other Terms and Conditions

- 10.1 The Employee shall not have a right to receive any dividend or to vote or in any manner or enjoy the benefits of a Shareholder in respect of Employee Stock Options granted, till Shares underlying such Employee Stock Options are allotted by the Company on exercise of such Employee Stock Option.
- 10.2 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 Employee Stock Option and becomes a registered holder of the Shares of the Company.
- 10.3 The Employee Stock Option shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 10.4 If the Company issues bonus shares or rights shares, the Option Grantee shall 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 clause 4.2 (d) of ESOP 2017.
- 10.5 Employee Stock Options shall not be transferable to any person except in the event of death of the Option Grantee, in which case the relevant provisions in table under Sub-clause 7.2(b) would apply.
- 10.6 No person other than the Employee to whom the Employee Stock Option is granted shall be entitled to Exercise the Employee Stock Option except in the event of the death of the Option Grantee, in which provisions in table under Sub-clause 7.2 (b) would apply.

11. Taxation

- 11.1 The liability of paying taxes, if any, in respect of Employee Stock Options granted pursuant to this Scheme and the Shares issued pursuant to exercise thereof shall be entirely on Option Grantee and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder and/or Income Tax Laws of



respective countries as applicable to eligible Employees of Company working abroad, if any.

11.2 The Company shall have the right to deduct from the Employee's salary or recover any tax that is required to be deducted or recovered under the Applicable Laws. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.

11.3 The Company shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been satisfied by the Option Grantee in full.

12. Authority to vary terms

12.1 The Board/ Committee may, if it deems necessary, modify, change, vary, amend, suspend or terminate the ESOP 2017, subject to compliance with the Applicable Laws and Regulations.

13. Miscellaneous

13.1 Government Regulations

The ESOP 2017 shall be subject to all Applicable Laws to the extent applicable. The Grant of Options and allotment of Shares to the Employees under this ESOP – 2017 shall be subject to the Company requiring the Employees to comply with all Applicable Laws.

13.2 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 allotment and issuance of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of such inability.

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

13.4 The rights granted to an Option Grantee upon the grant of an Employee Stock 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 the Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

- 13.5 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 Employee Stock Option in whole or in part.
- 13.6 Participation in ESOP 2017 shall not be construed as any guarantee of return on equity investment. Any loss due to fluctuations in the market price of the Shares and the risks associated with the investments are that of the Employee alone.
- 13.7 Insider Trading etc.

The Employee shall ensure that there is no violation of:

- a. SEBI (Prohibition of Insider Trading) Regulations, 2015; and
- b. SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003; and
- c. SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015; and
- c. Any other regulations to prevent fraudulent or harmful practices relating to the Securities Market.

The Employee shall keep the Company, the Board, the Committee fully indemnified in respect of any liability arising for violation of the above provisions.

14. Accounting and Disclosures

- 14.1 The Company shall follow fair value method for computing the compensation cost, if any, for the options granted and it shall follow IFRS/ IND AS/ any other statutory requirements as applicable to it regarding the same.
- 14.2 The Company shall follow the laws/regulations applicable to accounting and disclosure related to Employee Stock Options, including but not limited to the Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as may be prescribed by the Regulatory authorities from time to time, including the disclosure requirements prescribed therein.
- 14.3 The Company shall make disclosures to the prospective Option Grantees containing statement of risks, information about the Company and salient features/Scheme document of the ESOP 2017 in a format as prescribed under SEBI (SBEB) Regulations.



- 14.4 The Company shall disclose details of Grant, Vest, Exercise and lapse of the Employee Stock Options in the Directors' Report or in an annexure thereof as prescribed under SEBI (SBEB) Regulations or any other Applicable Laws as in force.

15. Certificate from Secretarial Auditors

- 15.1 The Board shall at each annual general meeting place before the Shareholders a certificate from the secretarial auditors of the Company that the Scheme(s) has been implemented in accordance with the prescribed regulations and in accordance with the resolution of the Company in the general meeting.

16. Governing Laws

- 16.1 The terms and conditions of the ESOP- 2017 shall be governed by and construed in accordance with the Applicable Laws including the Foreign Exchange Laws mentioned below.
- 16.2 Foreign Exchange Laws
In case any Employee Stock Options are granted to any Employee being resident outside India belonging to the Company working outside India, the provisions of the Foreign Exchange Management Act, 1999 and Rules or Regulations made thereunder as amended and enacted from time to time shall be applicable and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vest, Exercise of Employee Stock Options and allotment of Equity Shares thereof.

17. Notices

- 17.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of this ESOP 2017 shall be in writing. The communications shall be made by the Company in any one or more of the following ways:
- (i) Sending communication(s) to the address of the Option Grantee available in the records of the Company; or
 - (ii) Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; or
 - (iii) Emailing the communication(s) to the Option Grantee at the official email address provided, if any, by the Company to the prospective /existing Option Grantee during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.
- 17.2 Any communication to be given by an Option Grantee to the Company in respect of ESOP 2017 shall be sent to the person at the address mentioned below or e - mailed at:



Designation: Company Secretary & Compliance Officer
Address: 101, 1st Floor, Centre Point, Somnath Daman Road,
Somnath, Dabhel, Nani Daman, Daman (U.T.) 396 210
Email: investors@timetechnoplast.com

18. Jurisdiction

- 18.1 The Courts/National Company Law Tribunal, as the case may be, in Mumbai, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this ESOP 2017.
- 18.2 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this ESOP 2017:
- (i) in any other court of competent jurisdiction; or
 - (ii) Concurrently in more than one jurisdiction.

19. Severability

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

20. Confidentiality

- 20.1 An Option Grantee must keep the details of the ESOP- 2017 and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues, co-employees or with any employee and/or associate of the Company or that of its affiliates. In case Option Grantee is found in breach of this Clause on confidentiality, all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this Clause on confidentiality shall be final, binding and cannot be questioned by Option Grantee. In case of non-adherence to the provisions of this Clause, the Board shall have the authority to deal with such cases as it may deem fit.
- 20.2 On acceptance of the grant of Option offered by the Company, it shall be deemed that as if the Option Grantee has authorized the Company to disclose information



relating to the Option Grantee during the process of implementation of the Scheme or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents and consultants on a need to know basis.

For TIME TECHNOPLAST LIMITED



Name: Manoj Kumar Mewara

Designation: Sr. VP Finance & Company Secretary

Place: Mumbai

Date: 27th September, 2024