



# REGREEN - EXCEL EPC INDIA LIMITED

(Erstwhile known as 'Regreen - Excel EPC India Private Limited')

Employee Stock Option Scheme 2024

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**1. Name, Objective and Term of the Scheme**

- 1.1. This Scheme shall be called the “Regreen-Excel EPC India Limited Employee Stock Option Scheme 2024” (“REEIL ESOS 2024” or “Scheme”).
- 1.2. The objective of the REEIL ESOS 2024 is to reward the employees of Regreen-Excel EPC India Limited (“the Company”) 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 retain the talent.
- The Company views employee stock options as instruments that would enable the employees to share the value they create for the Company and align individual objectives of employees with objectives of the Company in the coming years.
- 1.3. The REEIL ESOS 2024 is established with effect from 25<sup>th</sup> July, 2024, on which the shareholders have approved the REEIL ESOS 2024 by way of a special resolution and shall continue to be in force until (i) its termination by the Board or Nomination and Remuneration Committee as per provisions of Applicable Laws, or (ii) the date on which all of the Options available for issuance under the REEIL ESOS 2024 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 Applicable Laws, at any time alter, amend, suspend, or terminate the REEIL ESOS 2024.

**2. Definitions and Interpretation**

**2.1. Definitions**

- i. “**REEIL ESOS 2024**” means this Regreen-Excel EPC India Limited Employee Stock Option Scheme 2024 under which the Company grants Employee Stock Options to the Eligible Employees.
- ii. “**Applicable Law**” means every law relating to equity-based compensation plan, including, without limitation to, the Companies Act, 2013 and rules thereof and includes any statutory modifications or re-enactments thereof, Securities Exchange Board of India Act, 1992, as amended, the Securities Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and all relevant tax, securities, exchange control or corporate laws of India or any relevant jurisdiction or of any Recognised Stock Exchange on which the shares are listed or quoted.

- iii. **“Associate company”** means a Company as defined under section 2(6) of the Companies Act, 2013.
- iv. **“Board”** means the Board of Directors of the Company.
- v. **“Companies Act”** means The Companies Act, 2013, as amended and includes any statutory modifications or re-enactments thereof.
- vi. **“Company”** means Regreen-Excel EPC India Limited, a Company incorporated under the provisions of the Companies Act, 2013 and having its Registered Office at Office No. 507 & 508, SR. No. 23, P. Nandan Probiz, Pune City, Baner Gaon, Haveli, Pune - 4110045, Maharashtra, India.
- vii. **“Company Policies/Terms of Employment”** means the Company’s policies for employees and the terms of employment as stated in the Employment Letter or any other policy documents issued by the Company from time to time.
- viii. **“Corporate Action”** means a change in capital structure of the Company as a result of re-classification of shares, sub-division of shares, consolidation, issue of bonus shares, conversion of shares into other shares or securities of the Company, merger or reverse merger, amalgamation, sell off and any other change in the rights or obligations in respect of shares, re-organisation of share capital, issue of shares on right basis and any other form of equity share issuance or any other event, by whatever name it may be called, which alters the present capital structure, from time to time.
- ix. **“Director”** means a person as defined under section 2(34) of the Companies Act, 2013.
- x. **“Eligibility Criteria”** means the criteria as may be determined and approved from time to time by the Nomination and Remuneration Committee for granting Options to the Eligible Employees.
- xi. **“Eligible Employee”** means an employee who satisfies the eligibility criteria.
- 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 excludes-
  - a. an employee who is a promoter or a person belonging to the promoter group;
  - b. director who, either himself or through his relative or through any body corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the Company.
  - c. An Independent Director within the meaning of the Companies Act, 2013 and/or the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.
  
- xiii. **“Employee Stock Option” or “Option”** means the option granted to an Eligible Employee, which gives such Eligible Employee the benefit or right, but not an obligation, to purchase or subscribe at a future date the Shares underlying the Option at a pre-determined price.
  
- xiv. **“Exercise”** of an Option means making of an application by an Eligible Employee to the Company to purchase the Shares against the vested options, in pursuance of the REEIL ESOS 2024 and in accordance with the procedure determined by the Company for exercise of Options.
  
- xv. **“Exercise Date”** shall mean any of the dates, during the Exercise Period, during which exercise application may be made by the Eligible Employee for exercising Options granted to him or such other dates as the Board or the Nomination and Remuneration Committee may determine from time to time.
  
- xvi. **“Exercise Period”** means the time period after vesting within which an Eligible Employee can exercise his right to apply for shares against the vested option in pursuance of the REEIL ESOS 2024.
  
- xvii. **“Exercise Price”** means the price, if any, payable by an Eligible Employee for exercising the option granted to such an Eligible Employee in pursuance of the REEIL ESOS 2024.
  
- xviii. **“Grant”** means the process by which the Company issues Options to the Eligible Employees in pursuance of the REEIL ESOS 2024.
  
- xix. **“Grant Date”** means the date on which the Board or the Nomination and Remuneration Committee approves the grant.

Explanation – For accounting purposes, the grant date will be determined in accordance with applicable accounting standards.

- xx. **“Grant Letter”** shall mean the letter issued by the Company secretary under the instructions of the Board or the Nomination and Remuneration Committee intimating an Eligible Employee of the Options granted to him for acquiring a specified number of Equity Shares at the Exercise Price and as per the Vesting schedule described therein in terms of the Scheme.
- xxi. **“Group”** means two or more companies which, directly or indirectly, are in a position to –
- (i) exercise twenty-six percent or more of the voting rights in the other company; or
  - (ii) appoint more than fifty percent of the members of the Board of Directors in the other company; or
  - (iii) control the management or affairs of the other company.
- xxii. **“Independent Director”** shall have the same meaning assigned to it under Section 149(6) of the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.
- xxiii. **“Initial Public Offer or IPO”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.
- xxiv. **“Market Price”** means
- a. **If equity shares of the Company are listed on recognised stock exchange:** the latest available closing price on a Recognised Stock Exchange on which the shares of the Company are listed on the date immediately prior to the Relevant Date.  
**Explanation-** If such shares are listed on more than one Recognised Stock Exchange, then the closing price on the recognised stock exchange having higher trading volume shall be considered as the market price.
  - b. **If equity shares of the Company are not listed:** Fair market value as on Relevant Date or any other appropriate date as determined by the Independent Registered Valuer/Merchant Banker.
- xxv. **“Listing Regulations”** means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.

- xxvi. **“Merchant Banker”** means a merchant banker as defined under regulation 2(1)(cb) of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended, which is registered under section 12 of the SEBI Act.
- xxvii. **“Misconduct”** means disregard of the Company’s bye-laws, rules, regulations, code of conduct & ethics and the Company Policies / Terms of Employment and includes mismanagement of position by action or inaction, alleged wrong doing, misfeasance, or violation of any rule, regulation or law which was expected to be abided by the Eligible Employee or a breach of confidentiality conditions under Clause 25 of the REEIL ESOS 2024.
- xxviii. **“Nomination and Remuneration Committee”** means the nomination and remuneration committee constituted by the Board from time to time, as per the requirements of Applicable Laws, and designated by the Company as the ‘compensation committee’ for administration and supervision of the REEIL ESOS 2024 and other employee benefit schemes.
- xxix. **“Option Grantee”** means an Eligible Employee having a right but not an obligation to exercise an option in pursuance of the REEIL ESOS 2024.
- xxx. **“Permanent Incapacity”** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Option Grantee from performing any specific job, work or task which the said Option Grantee was capable of performing immediately before occurrence of such disability, as determined by the Nomination and Remuneration Committee based on a certificate of a medical expert identified by the Company.
- xxxi. **“Pre-IPO scheme”** means any scheme formulated prior to the initial public offer of the Company and prior to the listing of its equity shares on a Recognised Stock Exchange.
- xxxii. **“Promoter”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.
- xxxiii. **“Promoter Group”**, shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.



- xxxiv. **“Recognised stock exchange”** means a stock exchange which has been granted recognition under section 4 of the Securities Contracts (Regulation) Act, 1956, as amended.
- xxxv. **“Registered valuer”** means a person registered with an authority specified by the Central Government under section 458 of the Companies Act in accordance with The Companies (Registered Valuers and Valuation) Rules, 2017.
- xxxvi. **“Relative”** shall have the same meaning as defined under section 2(77) of the Companies Act.
- xxxvii. **“Relevant Date”** means, -
- a. in the case of grant, the date of the meeting of the Nomination and Remuneration Committee on which the grant is made; or
  - b. in the case of exercise, the date on which the notice of exercise is given to the Company by the Eligible Employee;
- xxxviii. **“Retirement”** means retirement as per the Company Policies and Terms of Employment.
- xxxix. **“SEBI Act”** means the Securities & Exchange Board of India Act, 1992 as amended, and includes all regulations and clarifications issued thereunder.
- xl. **“SEBI SBEB Regulations”** means the Securities Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and includes all regulations and clarifications issued thereunder.
- xli. **“Secretarial auditor”** means a company secretary in practice appointed by the Company under rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 to conduct secretarial audit pursuant to regulation 24A of the Listing Regulations.
- xlii. **“Securities”** means securities as defined in section 2(h) of the Securities Contracts (Regulation) Act, 1956, as amended.
- xliii. **“Share”** means equity shares and securities convertible into equity shares and includes American Depository Receipts, Global Depository Receipts or other depository receipts representing underlying equity shares or securities convertible into equity shares.



- xliv. **“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 entitled to receive the benefit of Grant made under REEIL ESOS 2024.
- xlv. **“Vest” or “Vesting”** means the process by which the Option Grantee becomes entitled to receive the benefit of the Grant of Employee Stock Options made to him in pursuance of the REEIL ESOS 2024.
- xlvi. **“Vesting Conditions”** means the conditions subject to which the Options Granted pursuant to the REEIL ESOS 2024 would Vest in an Option Grantee, as set out in the Grant Letter.
- xlvii. **“Vesting Period”** means the period, during which all the specified Vesting Conditions of the Employee Stock Options granted to the Option Grantee, are to be satisfied pursuant to the REEIL ESOS 2024.
- xlviii. **“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 describing 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 the SEBI SBEB Regulations, 2021, the SEBI Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended or the Companies Act and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those regulations/ legislations.

**3. Authority and Ceiling**

- 3.1. The shareholders by way of special resolution dated 25<sup>th</sup> July, 2024 have authorised the Nomination and Remuneration Committee to grant Options not exceeding 1,06,92,000 to the Eligible Employees under the REEIL ESOS 2024, in one or more tranches, exercisable into not more than 1,06,92,000 Shares of face value of Rs. 5 (Rupees Five) each fully paid-up, with each such Option conferring a right upon the Eligible Employee to apply for one Share of the Company, in accordance with the terms and conditions as may be decided under the REEIL ESOS 2024.
- 3.2. If the number of Options that may be offered to Eligible Employees, during any one year, is equal to or more than 1% (one percent) of the issued capital (excluding outstanding warrants & conversions) of the Company at the time of grant of Options, then the Company shall take prior approval from members of the Company by way of a special resolution.
- 3.3. If an Option expires, lapses, is forfeited or becomes un-exercisable due to any reason, it shall be brought back to the Options pool and shall become available for future Grants, subject to compliance with the provisions of the Applicable Laws.
- 3.4. Where Shares are issued consequent to an exercise of Options under the REEIL ESOS 2024, the maximum number of Shares that can be issued under REEIL ESOS 2024 as referred to in Clause 3.1 above will stand reduced to the extent of such Shares issued.
- 3.5. In case of a share split, bonus issue or consolidation, if the revised face value of the Share is less or more than the current face value as prevailing on the date of coming into force of the REEIL ESOS 2024, the maximum number of Shares being granted under REEIL ESOS 2024 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 share split, bonus issue or consolidation remains unchanged after such share split or consolidation.

**4. Administration**

- 4.1. The REEIL ESOS 2024 shall be administered by the Nomination and Remuneration Committee. All questions of interpretation of the REEIL ESOS 2024 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 REEIL ESOS 2024.

- 4.2. The Nomination and Remuneration Committee shall, in accordance with this REEIL ESOS 2024 and Applicable Laws, inter-alia determine the following:
- (a) The quantum of options to be granted under the REEIL ESOS 2024 per Eligible Employee and in aggregate, subject to the ceiling as specified in Para 3.1, Para 3.2 and Para 3.3;
  - (b) the eligibility criteria for Grant of Options to the Eligible Employees;
  - (c) the kind of benefits to be granted under the REEIL ESOS 2024;
  - (d) the conditions under which options, shares or other benefits as the case may be, may vest in employees and may lapse in case of termination of employment for misconduct;
  - (e) the Exercise Period within which the Eligible Employee should Exercise the Options and that Option would lapse on failure to Exercise the Options within the Exercise Period;
  - (f) the specified time period within which the Eligible Employee shall Exercise the vested Options in the event of termination or resignation of an Eligible Employee;
  - (g) the right of an Eligible Employee to Exercise all the Options vested in him at one time or at various points of time within the Exercise Period;
  - (h) the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of Corporate Actions. In this regard, the following shall be taken into consideration by the Nomination and Remuneration Committee:
    - (i) the number and the price of Options shall be adjusted in a manner such that total value of the Options remains the same after the Corporate Action.
    - (ii) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Option holders.
  - (i) the procedure and terms for the Grant, Vesting and Exercise of Employee Stock Options in case of Eligible Employees who are on long leave;
  - (j) the procedure for funding the exercise of options;
  - (k) the procedure for buy-back of specified securities issued under this scheme subject to all the applicable laws and these regulations, if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
    - a. permissible sources of financing for buy-back;
    - b. any minimum financial thresholds to be maintained by the Company as per its last financial statements; and

c. limits upon quantum of specified securities that the Company may buy-back in a financial year.

Explanation, – Specified securities means as defined under the Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018.

(l) approve forms, writings and/or agreements for use in pursuance of the REEIL ESOS 2024; and

(m) frame suitable policies and systems to ensure that there is no violation of:

(a) Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended; and

(b) Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003 as amended, by Company and its employees as applicable.

## **5. Eligibility and Applicability**

Nomination and Remuneration Committee shall determine the Eligibility Criteria for an Employee to whom the options would be granted in pursuant to the REEIL ESOS 2024.

## **6. Vesting Schedule and Conditions**

6.1. Options granted under REEIL ESOS 2024 would vest after 1 (one) year but not later than 9(nine) years from the date of grant of such options as may be decided by the Nomination & Remuneration Committee for each grant.

6.2. In case where options are granted by a Company under the REEIL ESOS 2024 in lieu of options held by an employee under an ESOS in another company which has merged, demerged, arranged or amalgamated with the Company, the period during which the options granted by the transferor company were held by such employee shall be adjusted against the minimum vesting period required which is 1 (one) year from the date of grant of such options.

6.3. Vesting of Options would be subject to continued employment with the Company and thus the Options would vest essentially on passage of time. In addition to this service condition, the Nomination and Remuneration Committee may also specify certain performance criteria subject to satisfaction of which the options would vest.

6.4. As a prerequisite for a valid vesting, an Option Grantee is required to be in employment or service of the Company on the date of vesting and must neither be serving his notice for

termination of employment / service, nor be subject to any disciplinary proceedings pending against him on such date of vesting.

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

**6.6. Vesting of Options in case of employees on long leave**

The period of leave shall not be considered in determining the Vesting Period in the event the employee is on a long leave. The Nomination and Remuneration Committee at its sole discretion shall decide the long leave period. 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 Nomination and Remuneration Committee.

**7. Exercise**

**7.1. Exercise Price**

- (a) The Exercise Price per Option shall be determined by the Nomination and Remuneration Committee subject to conforming to the accounting policies determined in accordance with applicable accounting standards. The minimum Exercise Price should be equal to the face value of Share.
- (b) Exercise Price is not required to be paid by the Eligible Employee at the time of Grant in respect of Options granted to him under the REEIL ESOS 2024. Eligible Employee needs to pay Exercise Price only at the time of Exercise of Options.
- (c) The payment of the Exercise Price shall be made by a crossed cheque or a demand draft drawn or by any electronic mode in favour of the Company or in such other manner as the Nomination and Remuneration Committee may decide from time to time.
- (d) The Nomination and Remuneration Committee may revise the Exercise Price of the Options already granted, which are not exercised, whether or not they have been vested, if the grant of options have been rendered unattractive due to decline in market price of the shares.

**7.2. Exercise Period**

- (a) **While in employment:** The Exercise Period shall be **3 (three) years** from the date of Vesting of Options, subject to clause 7.3.
- (b) **In case of separation from employment:** Options can be exercised as per provisions outlined below:

**Regreen-Excel EPC India Limited**  
(Erstwhile known as 'Regreen - Excel EPC India Private Limited')  
Employee Stock Option Scheme 2024

S. No.	Separations	Vested Options	Unvested Options
1	<b>Resignation or termination other than due to Misconduct</b>	All the Vested Options as on the date of submission of resignation shall be exercisable by the Option Grantee within 6 months from his last working day with the Company.	All the Unvested Options on the date of submission of resignation shall stand cancelled with effect from that date.
2	<b>Termination due to Misconduct</b>	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.	All the Unvested Options on the date of such termination shall stand cancelled with effect from the termination date.
3	<b>Retirement</b>	All the Vested Options can be exercised by the Option Grantee immediately after, but in no event later than six (6) months from the date of such retirement.	All the Unvested Options on the date of retirement shall stand cancelled with effect from that date.
4	<b>Death</b>	All the Vested Options may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than twelve (12) months from the date of Death.	All the Unvested Options as on the date of death shall be Vested and may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than twelve (12) months from the date of Death. In this case, minimum Vesting Period of one year shall not be applicable.
5	<b>Permanent Incapacity</b>	All the Vested Options may be exercised by the Option Grantee or Option Grantee's nominee, immediately after, but in no event later than twelve (12) months from the date of such incapacity.	All the Unvested Options as on the date of such Permanent Incapacity shall be Vested and can be exercised by the Option Grantee or Option Grantee's nominee immediately after, but in no event later than twelve (12) months from the date of such incapacity. In this case, minimum Vesting Period of one year shall not be applicable.

S. No.	Separations	Vested Options	Unvested Options
6	<b>Abandonment*/ leaving without any notice</b>	All the Vested Options which were not exercised as on the date of such abandonment shall stand cancelled.	All the Unvested Options as on the date of such abandonment shall stand cancelled.
7	<b>Other reasons apart from those mentioned above</b>	The Nomination and Remuneration 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 Nomination and Remuneration Committee at its sole discretion shall decide the date of lapse or cancellation of Options and such decision shall be final and binding on Option Grantees.

- 7.3. The Vested Options can be Exercised by the Eligible Employee any time within the Exercise Period, or such other shorter period as may be prescribed by the Nomination and Remuneration Committee from time to time and as set out in the Grant Letter.
- 7.4. The Options shall be deemed to have been exercised when an Eligible Employee makes an application in writing and pays the Exercise Price to the Company or by any other means as decided by the Nomination and Remuneration Committee for the Shares of the Company against the Options vested in him.
- 7.5. The Options not Exercised within the Exercise Period shall lapse and the Eligible Employee shall have no right over such lapsed or cancelled Options.

**8. Lock-in**

The Shares arising out of Exercise of Vested Options shall not be subject to any lock-in period from the date of allotment of such Shares under the REEIL ESOS 2024.

Provided that the Shares allotted on such Exercise shall be sold in accordance with the terms of Code of Conduct for Prevention of Insider Trading of the Company framed under Securities Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.



**9. Exit route**

In case, the Company does not get listed on any Recognised Stock Exchange or gets de-listed from any Recognised Stock Exchange, the Board shall have the powers to set out exit route terms and conditions relating to Vested Options and Unvested Options in due compliance with the Applicable Laws.

**10. Restriction on transfer of Options**

- 10.1. The Options shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 10.2. The Options shall not be transferable to any person, except in the event of death of the Option Grantee or inability to exercise due to Permanent Incapacity, in which case clause 7.2 (b) would apply.
- 10.3. No person, other than the Eligible Employee to whom the Option is Granted, shall be entitled to Exercise the Option, except in the event of the death or Permanent Incapacity of the Option Grantee, in which provisions in table under Sub-clause 7.2 (b) would apply.

**11. Rights as a shareholder**

- 11.1. 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.
- 11.2. 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 Options and becomes a registered shareholder of the Company.
- 11.3. If the Company issues bonus or rights shares, the Option Grantee will not be eligible for the bonus or rights shares in the capacity of an Option Grantee. However, an adjustment to the number of Options or the exercise price or both would be made in accordance with Clause 4.2(h) of REEIL ESOS 2024.

**12. Taxation**

- 12.1. The liability of paying taxes, if any, in respect of Options granted pursuant to the REEIL ESOS 2024 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.

- 12.2. The Company shall have the right to deduct from the Option Grantee's salary, any of the Option Grantee's tax obligations arising in connection with the Options upon the Exercise thereof. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.
- 12.3. 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/Nominee of the Option Grantee.
- 12.4. Any other Income Tax Laws and Rules in force will be applicable to the Company and Option Grantee.

**13. Authority to vary terms**

Subject to shareholders' approval in a general meeting by way of a special resolution and such other approvals as may be required, the Board or the Nomination and Remuneration Committee may at any time amend, alter, or vary the terms of the REEIL ESOS 2024 and/ or terms of the Options already granted under the REEIL ESOS 2024 subject to the condition that such amendment, alteration, or variation, as the case may be is not detrimental to the interest of Eligible Employees and Option Grantees.

However, the Board or the Nomination and Remuneration Committee shall be entitled to vary the terms of the REEIL ESOS 2024 to meet any regulatory requirements without seeking shareholders' approval by way of special resolution.

**14. Miscellaneous**

**14.1. Government Regulations**

The REEIL ESOS 2024 shall be subject to all Applicable Laws, including any statutory modification(s) or re-enactment(s) thereof, and approvals from government authorities, if any, and to the extent required.

**14.2. 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 and sale of any shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to grant the Options or issue Shares.

- 14.3. Neither the existence of the REEIL ESOS 2024 nor the fact that an Employee has on any occasion been granted an Option shall give such an Employee any right, entitlement or expectation that he has or will in future have any such right, entitlement or expectation to participate in the REEIL ESOS 2024 or any future scheme(s) by being granted options on any other occasion.
- 14.4. The rights granted to an Option Grantee upon the grant of Options shall not accord 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).
- 14.5. 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 options in whole or in part.

**14.6. General Risks**

Participation in the REEIL ESOS 2024 shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity shares and the risks associated with the investments is that of the Option Grantee alone.

**15. Accounting and Disclosures**

- 15.1. The Company shall follow the laws/regulations/ policies applicable to accounting and disclosure related to Options, including but not limited to the Indian Accounting Standards (Ind AS) and/ or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India (ICAI) / Ministry of Corporate Affairs (MCA)/Securities Exchange Board of India (SEBI) from time to time, including the disclosure requirements prescribed therein.
- 15.2. The Company shall make disclosures to the prospective Option Grantees containing statement of risks, information about the Company and salient features of the REEIL ESOS 2024 in a format as prescribed under SEBI SBEB Regulations, 2021.
- 15.3. The Board shall, inter alia, disclose either in the Director's report or in the annexure to the Director's report, the following details of the REEIL ESOS 2024, or as amended from time to time under applicable laws:

- (a) Options granted;
- (b) Options vested;
- (c) Options exercised;
- (d) The total number of Shares arising as a result of Exercise of Option;
- (e) Options lapsed;
- (f) Exercise Price;
- (g) Variation of terms of Options, if any;
- (h) Money realized by Exercise of Options;
- (i) Total number of Options in force;
- (j) Employee-wise details of Options granted to:
  - key managerial personnel,
  - any other employee, who receives a grant of options in any one year of option amounting to one percent or more of options granted during that year,
  - identified employees who were granted option, during any one year, equal to or exceeding one percent of the issued capital (excluding outstanding warrants and conversions) of the company at the time of grant, and
- (k) Diluted Earnings Per Share (EPS) pursuant to issue of Shares on Exercise of Option calculated in accordance with the relevant Indian Accounting Standards
- (l) Such other details as required to be disclosed from time to time.
- (m) Weighted-average exercise prices and weighted-average fair values of options shall be disclosed separately for options whose exercise price either equals or exceeds or is less than the market price of the stock.
- (n) A description of the method and significant assumptions used during the year to estimate the fair value of options including the following information:
  - (i) the weighted-average values of share price, exercise price, expected volatility, expected option life, expected dividends, the risk-free interest rate and any other inputs to the model.
  - (ii) the method used and the assumptions made to incorporate the effects of expected early exercise.
  - (iii) how expected volatility was determined, including an explanation of the extent to which expected volatility was based on historical volatility; and
  - (iv) whether and how any other features of the options granted were incorporated into the measurement of fair value, such as a market condition.

**16. Certificate from Secretarial Auditors**

In case the equity shares of the Company are listed on Recognised Stock Exchange, the Board shall at each annual general meeting place before the shareholders a certificate from the Secretarial Auditors of the Company that the REEIL ESOS 2024 has been implemented in

accordance with the SEBI SBEB Regulations, 2021 and in accordance with the resolution of the Company passed in the general meeting where REEIL ESOS 2024 has been approved.

**17. Governing Laws**

17.1. The terms and conditions of the REEIL ESOS 2024 shall be governed by and construed in accordance with the Applicable Laws including the Foreign Exchange Laws mentioned below.

**17.2. Foreign Exchange Laws**

In case any 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 shall comply with such requirements as prescribed from time to time in connection with Grant, Vest and Exercise of Options thereof.

**18. Notices**

18.1. All notices of communication required to be given by the Company to an Option Grantee by virtue of the REEIL ESOS 2024 shall be in writing and/or in any other means of electronic communication. The communications shall be made by the Company in any one or more of the following ways:

- i. Sending communication(s) to the last known 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 during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.

18.2. Any communication to be given by an Option Grantee to the Company in respect of the REEIL ESOS 2024 shall be sent to the person at the address mentioned below:

**COMPANY SECRETARY**

**Regreen-Excel EPC India Limited**

**Address:** Office No. 507 & 508, SR. No. 23, P. Nandan Probiz, Pune City, Baner Gaon, Haveli, Pune - 4110045, Maharashtra, India.

**19. Governing Jurisdiction**

- 19.1. The Courts in Pune, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of the REEIL ESOS 2024.
- 19.2. Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Eligible Employee in connection with the REEIL ESOS 2024:
- (i) in any other court of competent jurisdiction; or
  - (ii) Concurrently in more than one jurisdiction.

**20. Corporate Actions**

**Stock Split, Reverse Stock Split, Combination & Reclassification:**

Subject to any required action by the shareholders of the Company, the number of Shares covered by each outstanding Option, and the number of Shares which have been authorized for issuance under the Plan but as to which no Options have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Option, as well as the price per share covered by each such outstanding Option, shall be proportionately adjusted for any increase or decrease in the number of issued shares resulting from a stock split, Reverse Stock Split, combination or reclassification of the shares, or any other increase or decrease in the number of issued shares effected without receipt of consideration by the Company. The conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price of the outstanding granted Options.

**Bonus Issue:**

In the event of a bonus issue of Securities being made by the Company during the Vesting Period, the Option Grantee would be allotted proportionate number of Options, in relation to non-Exercised Options, exercisable on the same terms as of the original Options including the Exercise Price. Company would issue a bonus letter specifying the issue of bonus Options in ratio of Vested and Unvested Options and in form and substance substantially similar to the Grant Letter and Acceptance Form.

**Dissolution or liquidation:**

In the event of an upcoming dissolution, the Board shall notify each Option Grantee as soon as practicable. The Option Grantee shall be provided a right to Exercise his Vested Options

within 30 (thirty) days of the notification provided by the Company, such notification being provided at least 45 (forty-five) days prior to the occurrence of such transaction. In the event the Company does not receive a notice of Exercise of the Vested Options from the Option Grantee, such Vested Options shall stand cancelled.

**Merger:**

In the event of a merger of the Company with or into another corporation, or the sale of substantially all of the assets of the Company, each outstanding Option shall be assumed for an equivalent option substituted by the successor corporation or a Holding Company or Subsidiary of the successor corporation (as approved by the boards of the respective companies). In the event that the successor corporation refuses to assume or substitute for the Option, the Company may notify revision (advancement) of Exercise Period under the Plan to a date being at least 30 (thirty) days prior to event of merger or sale of assets or a date as determined by the Board. All the unvested options shall automatically vest prior to occurrence of such transaction and the Option Grantee shall have the time period as mentioned above to exercise his option. In the event the Company does not receive a notice of exercise of the vested options from the Option Grantee, such vested options shall stand cancelled.

**21. Schemes implemented by unlisted companies**

The shares arising after the IPO of an unlisted company, out of options under any scheme prior to its IPO to the Eligible Employees, shall be listed immediately upon exercise on all the Recognised Stock Exchanges where the Shares of the Company are listed subject to compliance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended and wherever applicable regulations of SEBI SBEB Regulations, 2021.

**22. Compliances and conditions for listing**

22.1. No company shall make any fresh grant which involves allotment or transfer of shares to its Eligible Employees under any scheme formulated prior to its IPO and prior to the listing of its equity shares ('Pre-IPO Scheme') unless:

- (i) Such Pre-IPO Scheme is in conformity with SEBI SBEB Regulations, 2021; and
- (ii) Such Pre-IPO Scheme is ratified by its shareholders subsequent to the IPO. Provided that the ratification under clause (ii) may be done any time prior to grant of new options under such Pre-IPO Scheme.

22.2. No change shall be made in the terms of options issued under such Pre-IPO Scheme, whether by repricing, change in vesting period or maturity or otherwise unless prior approval of the shareholders, by way of special resolutions, is taken for such a change, except for any adjustments for Corporate Actions made in accordance with these regulations.



22.3. For listing of shares issued pursuant to REEIL ESOS 2024 the Company shall obtain the in-principle approval of the Recognised Stock Exchanges where it proposes to list the said shares prior to the grant of options.

22.4. The Company shall appoint a Merchant Banker for the implementation of the REEIL ESOS 2024 till the stage of obtaining in-principle approval from the Recognised Stock exchanges in accordance with SEBI SBEB Regulations, 2021.

**23. New Schemes**

Nothing contained in the REEIL ESOS 2024 will be construed to prevent the Company, from implementing any other new scheme for share based employee benefits, which is deemed by the Company to be appropriate or in its best interest. No employee or other person claiming through him will have any claim against the Company as a result of such action.

**24. Severability**

In the event any one or more of the provisions contained in the REEIL ESOS 2024 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 the REEIL ESOS 2024, but the REEIL ESOS 2024 shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the REEIL ESOS 2024 shall be carried out as nearly as possible according to its original terms and intent.

**25. Confidentiality**

25.1. An Option Grantee must keep the details of the REEIL ESOS 2024 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 or any third parties. In case, Option Grantee is found in to be in breach of this Confidentiality Clause, the Company has undisputed right to terminate any Agreement for Grant of Options 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 Nomination and Remuneration Committee will have the authority to deal with such cases as it may deem fit.

25.2. On acceptance of the grant of Option offered by the Company, it shall be deemed that as if the Option Grantee has authorised the Company to disclose information relating to the Option

**Regreen-Excel EPC India Limited**  
(Erstwhile known as 'Regreen - Excel EPC India Private Limited')  
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Grantee (including the number of Options Granted) during the process of implementation of the REEIL ESOS 2024 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, or in any offer documents in relation to any proposed initial public offering or other fund-raising by the Company, or in any communication with statutory or regulatory authorities.

**For Regreen-Excel EPC India Limited**



**Sanjay Desai**  
**Chairman and Managing Director**  
**DIN: 01686615**

Place: Pune, Maharashtra, India  
Date: July 25, 2024