

PART A: STATEMENT OF RISKS

An investment in Equity Shares / Options are subject to risk as the value of Equity Shares may go down or go up. You should carefully consider all the information in this Plan, including the risks and uncertainties described below, before making an investment in the Equity Shares. If profitability and financial condition of the Company gets affected, the price of our Equity Shares / Options could decline, and you may lose all or part of your investment in the Equity Shares / Options. Unless specified or quantified in the Plan, we are not in a position to quantify the financial or other implication of any of the risks.

In addition, 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 Options.
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 benefits 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 Employee is terminated for gross misconduct.

PART B: INFORMATION ABOUT THE COMPANY

1. Business Profile of the Company

SG Mart Limited was incorporated on April 09, 1985. Its CIN is L46102DL1985PLC426661 and is presently having its registered office at H No. 37, Ground Floor, Hargovind Enclave, Vikas Marg, East Delhi, Delhi -110092.

Main Objects of the Company as stated in the Memorandum of Association of the Company are as follows:

- To acquire or carry on in India or elsewhere the business of providing heat and cold treatment of iron, steel (including alloy steel) and metal foundries, processors, turners, forgers, drawers, rollers and re-rollers of steel shaftings, bars, rods, etc., in different shapes and sizes from scraps, billets, ingots including wire, nails, screws, metal hinges, plates, sheets, strips, hoops, rounds, circles, angles and to alloy steel, stainless steel, any other products from steel, brass, copper, lead, zinc, nickel and any other ferrous and non-ferrous metals of all sizes, specification and description including ingot casting in electric and furnace.
- To carry on in India or elsewhere the business to design, manufacture, produce, prepare, buy, procure, acquire, import, improve upon, alter, manipulate, maintain, prepare for market, handle, assemble, heat, grade, mould, cast, cut, sell, resale, export, operate, dispose of, distribute, transport, store, forward, dispose, consume, repair, supply and otherwise, in relation to ferrous and non-ferrous metals, including solar mounting or other structures and to deal in or develop all types, varieties, models, shapes, sizes, specifications, description, diameters, capacities, applications, uses and values of gadgets, implements, accessories, parts, spares, assemblies, components, moulds, jigs, nuts, bolts, fixtures and tools, metallic or otherwise in such relation.
- To carry on the business, in India and abroad, of dealer, trader, import and export agents, representatives, contractors, buying and selling agents, brokers, importers, buyers, sellers, exporters and to buy, sell or otherwise trade and deal in goods, produce, articles and merchandise of all types, on a wholesale basis including building products, commodities, minerals, tools and implements, capital goods, alloys and ferrous, nonferrous metals, tubular structural, scrap, aluminium sheets, metal sheets, plastic products, general merchandise and other related products.
- To act as broker, trader, agent, C & F agent, shipper, commission agent, distributor, representative, franchiser, consultant, collaborator, stockist, liasioner, job worker, export house of the above goods and services of all grades, specifications, descriptions, applications, modalities, fashions, including by-products, spares or accessories thereof, on retail as well as on the wholesale basis.

2. Abridged Financial Information

The abridged financial information for the last 5 (Five) years for which audited financial information is available along with last audited accounts is available at the website of the Company, at a given below link: www.sgmart.co.in

3. Risk Factors for the Company

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. Thus, the Company's business is subject to various certain generic risks and industry specific risks including those specified below:

3.1 Sensitivity to Foreign Exchange Fluctuation:

In this globalized world, the Company engages in financial transactions outside the Country and accordingly the Receipts will be based in the form of a currency which is not in Indian Denomination. Any appreciation / depreciation of the Indian currency or the depreciation / appreciation of the denominated currency will affect the cash flows emanating from that transaction.

3.2 Difficulty in availability of raw materials or Marketing of Product:

The Company's operations are increasingly dependent for the proper functioning of their business in terms of raw material and product supply, new products and sales and marketing programme development, technology, funding and support services. Any underperformance or failure to control properly the Company's operations could therefore impact the Company's business and materially adversely impact the performance or financial condition of the Company.

3.3 Cost/ Time Overrun:

Controlling time and cost overrun of the operations is very crucial in achieving successful completion of any projects. In case there is extension in estimated time and cost beyond the projected limit, the same can decrease the profits of the Company.

3.4 Industry Specific Risks:

Change in government regulations or their implementation could disrupt the operations and adversely affect the business and results of the company, due to which company may incur increased cost and penalties.

3.5 Dynamic scenario:

Change in technology may render our current technology obsolete and require us to make substantial investment which could affect the company finance and operation.

3.6 Political instability or changes in the Government in India or in the Government of the states where we operate could cause us significant adverse effects:

We are incorporated in India and most of our operations, assets and personnel are located in India. Consequently, our performance and the market price and liquidity of the Equity Shares may be affected by changes in exchange rates and controls, interest rates, Government policies, taxation, social and ethnic instability and other political and economic developments affecting India.

The Government has traditionally exercised, and continues to exercise, a significant influence over many aspects of the economy. Our business is also impacted by regulation and conditions in the various states in India where we operate. Since 1991, successive Governments have pursued policies of economic liberalisation and financial sector reforms. However, there can be no assurance that such policies will be continued. Any political instability could affect the rate of economic liberalisation, specific laws and policies affecting foreign investment, the Power industry or investment in our Equity Shares. A significant change in the Government's policies, in particular, those relating to our field, could adversely affect our business, results of operations, financial condition and prospects and could cause the price of our Equity Shares to decline.

3.7 Significant Increase in Prices:

Significant increases in market prices of essential raw materials, energy or transportation, as well as supply disruptions, could adversely affect our results of operations.

3.8 Competition:

Competition from materials other than steel as well as advancements in the automobile industry could reduce the market price of, and demand for, steel products.

3.9 Risk arising from changes in interest rates and banking policies:

Increased interest rates will have a bearing on profitability and credit controls will have an effect on our liquidity and will have serious effects on adequate working capital requirements. We are dependent on various banks for arranging of our working capital requirement etc. Accordingly, any change in the existing banking policies or increase in interest rates may have an adverse impact on profitability of our company.

The above risks and uncertainties include but are not limited to risks and uncertainties relating to dependencies on few customers and suppliers, changes in the regulatory framework, adverse development in the any of the customer industries to whom substantial part of the product is given, downgrading of credit worthiness, political instability, legal restrictions and general economic conditions affecting the industry.

4. Continuing Disclosure Requirement:

The Grantee shall be entitled to receive 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 the meetings and the accompanying explanatory statements.

SG Mart Employees Stock Option Plan 2025

This SG Mart Employees Stock Option Plan 2025 (hereinafter referred to as "**SG Mart ESOP 2025**" or "**the Plan**") has been formulated and approved by the Nomination and Remuneration Committee ("**NRC**" or "**the Committee**") on July 25, 2025 of SG Mart Limited ("the Company") and approved by the Board of Directors of the Company on July 25, 2025. The Plan was approved by the Shareholders of the Company vide their resolution dated [REDACTED], 2025.

The Plan has been formulated in accordance with the Applicable Laws and shall be subject to any modifications or amendments or re-enactments thereof.

1. Name and Objective and Term of the Plan

- 1.1. This Plan shall be called the "SG Mart Employees Stock Option Plan 2025" which expression shall include any alterations, amendments or modifications hereto from time to time. The Plan shall be subject to such regulatory approvals as may be required from time to time and shall be in accordance with the regulations prescribed by Securities and Exchange Board of India ("**SEBI**") and / or any other regulatory authority as applicable to the Company and shall not contravene any other law, for the time being in force that is material for giving effect to such Plan.
- 1.2. The objectives of the Plan are:
 - a) To provide means to enable the Company to attract and retain appropriate human talent engaged by the Company;
 - b) To motivate the employees / directors of the Company with incentives and reward opportunities;
 - c) To achieve sustained growth of the Company and the creation of shareholder value by aligning the interests of the employees / directors which will lead to long-term wealth creation; and
 - d) To create a sense of ownership and participation amongst the employees / directors or otherwise increase their proprietary interest.
- 1.3. The Plan shall be effective from <Shareholder's Approval Date>, and shall continue to be in force until (i) its termination by the Board, or (ii) the date on which all the Options (as defined hereinafter) available for issuance under the Plan have been issued and Exercised (as defined hereinafter) whichever is earlier.

Any such termination of the Plan shall not affect Options already Granted and the powers of the Committee in relation to such Options; and the same shall remain in full force and effect as if the Plan had not been terminated unless mutually agreed otherwise between the Grantee / Nominee / Legal Heirs and the Company.

2. Definitions and Interpretation

- 2.1 The terms defined in this clause shall, for all purposes of this Plan, have the meanings herein specified. Under the Plan, where the context so admits, the masculine shall include the feminine and the singular shall include the plural.
 - (a) "**Applicable Law**" shall mean and include every law, rule, regulations, guidelines or bye-law relating to the employee stock options, including, without limitation, the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 or such other laws to the extent applicable, including any

amendment thereto and all other relevant tax, securities, exchange control or corporate laws, rules, regulations or bye- laws of India or any relevant jurisdiction, or of any stock exchange on which the equity shares of the Company are listed or quoted and includes, any amendment, modification, alteration or re-enactment made to such laws, rules, regulations, guidelines or bye-laws.

- (b) **"Associate Company"** shall have the same meaning as defined in clause 2(6) of the Companies Act, 2013, as amended from time to time and as may be incorporated in future.
- (c) **"Board of Directors" or "Board"** means the Board of Directors for time being of the Company which includes any Committee(s) authorized by the Board of Directors in this behalf.
- (d) **"Cause"** shall mean (i) engaging by an Employee in willful, reckless, negligence or gross misconduct which is determined by the NRC to be detrimental to the interest of the Company/Subsidiary Company/Associate Company , monetarily or otherwise, or (ii) an Employee pleading guilty to or conviction of a felony, or (iii) fraud, misfeasance, breach of trust or wrongful disclosure of any secret or confidential information about the Company and / or its Subsidiary Company by the Employee to any third party, or (iv) employment of an Employee in any other organisation or provision of services by an Employee to any other organisation during employment with the Company/Subsidiary Company/Associate Company , or (v) the Employee has breached the terms of his/her employment with the Company/Subsidiary Company/ Associate Company; (vi) charged for any criminal offence involving moral turpitude; (vii) abandonment of services by the Employee (viii) any other reason which is determined by the NRC to be detrimental to the interest of the Company.
- (e) **"Company"** means SG Mart Limited and its successors or assigns.
- (f) **"Employee"** means:
 - i) an Employee as designated by the Company, who is exclusively working in India or outside India; or
 - ii) a director of the Company, whether a whole-time director or not, including a non-executive director who is not a Promoter or member of the Promoter Group, but excluding an independent director; or
 - iii) an employee as defined in sub-clauses (i) or (ii), of a Subsidiary or its Associate Company, in India or outside India, but does not include:
 - a. an employee who is a Promoter or a person belonging to the Promoter Group; or
 - b. a director who, either himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% of the outstanding equity Shares of the Company.
- (g) **"Exercise"** shall mean the making of an application by the Grantee to the Trust to purchase or subscribe to the Shares underlying the Vested Options, in pursuance of **SG Mart ESOP 2025**, in accordance with the procedure laid down by the Company for Exercise of Options.
- (h) **"Exercise Letter"** means the letter prescribed by the NRC for the purpose of exercising the vested Options of the Company.
- (i) **"Exercise Period"** means the time period after vesting within which a Grantee can

Exercise his/her right to apply for Shares against the Vested Option in pursuance of the Plan.

- (j) **"Exercise Price"** means the price payable by the Employee / Grantee for exercising the Stock Options granted to him / her in pursuance of the Plan as may be determined by the NRC and mention in the clause 8(e) of the Plan;
- (k) **"Grant"** means the process by which the Company grants stock options under the Plan to the Grantee;
- (l) **"Grant Date"** means the date on which the NRC approves the Grant;

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

- (m) **"Grant Letter"** means the letter **issued** by the Company intimating the Grantee of Grant of specified number of Options;
- (n) **"Grantee"** means an **eligible** employee who have been selected by the NRC for grant of Option having a right but not an obligation to Exercise an Option in pursuance of the Plan;
- (o) **"Market price"** means the latest available closing price on a recognized stock exchange on which the Shares of the Company are listed on the date immediately prior to the relevant date.

***Explanation** – If the Shares of the Company got listed on more than one recognized stock exchange, then the closing price on the recognized stock exchange having higher trading volume shall be considered as the market price.*

- (p) **"Nomination and Remuneration Committee" or "Committee" or "NRC"** means the Nomination and Remuneration constituted by the Board from time to time under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, which is designated as Compensation Committee in accordance with the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021;
- (q) **"Option" or "Stock Option"** means the option given to a Grantee that gives him a right, but not an obligation, to purchase at a future date, the Shares offered by the Company, directly or indirectly, at a pre-determined Exercise Price subject to the fulfilment of requirements of Vesting in accordance with the Plan and Grant Letter and subject to such limitations and restrictions as stipulated in this Plan and/or by the Company and/ or by the NRC. Each Option granted represents the right to apply for 1 (one) Share of the Company;
- (r) **"Permanent Incapacity"** means permanent incapacity or any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps a Grantee from performing any specific job, work or task which the Grantee was performing immediately before such disablement, as determined by the NRC based on a certificate of a medical expert identified by the Board;
- (s) **"Promoter" or "Promoter Group"** shall have the same meaning assigned to it under the SEBI (SBEBSE) Regulations;
- (t) **"Relative"** shall have the same meaning as defined under section 2(77) of the Companies Act, 2013;

- (u) **"Relevant Date"** means in the case of grant, the date of the meeting of the NRC on which the Grant is made and in the case of Exercise, the date on which the Exercise Letter is given to the Company by the Grantee.
- (v) **"SEBI (SBEBSE) Regulations"** means Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended from time to time;
- (w) **"Secondary Acquisition"** means acquisition of existing Shares of the Company by the Trust on the platform of a recognized stock exchange for cash consideration;
- (x) **"Share"** means equity shares of the Company;
- (y) **"Specified Securities"** means securities as defined under the Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018;
- (z) **"Subsidiary"** means any present or future subsidiary as defined under clause 2(87) of the Companies Act, 2013, as amended from time to time, whether incorporated in India or outside India;
- (aa) **"SG Mart ESOP 2025" or "The Plan"** means SG Mart Employees Stock Option Plan 2025;
- (bb) **"Termination" or "Cessation Date"** means last working day of the Grantee from the Company/ Subsidiary Company/ Associate Company;
- (cc) **"Trust"** means SG Mart Limited Employees Welfare Trust, an irrevocable Trust proposed to be setup by the Company under the provisions of Indian Trusts Act, 1882 including any statutory modification or re- enactment thereof, for holding the Shares for the benefit of the Employees in accordance with the terms and conditions of this Plan and SEBI (SBEBSE) Regulations;
- (dd) **"Trustee"** means a trustee of the Trust;
- (ee) **"Unvested Option"** means an Option, which is not vested;
- (ff) **"Vested Option"** means an Option, which has vested in pursuance to the Plan and has thereby become exercisable;
- (gg) **"Vesting"** means the process by which a Grantee becomes entitled to receive the benefit of a Grant pursuant to the Plan;
- (hh) **"Vesting Date"** means the date on and from which the Option vests with the Grantees and there by becomes exercisable.
- (ii) **"Vesting Period"** means the period during which the Vesting of the Options under the Plan takes place;
- (jj) **"Whole Time Director"** shall have the same meaning as defined in section 2(94) of the Companies Act. 2013, as amended from time to time.

All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Securities and Exchange Board of India Act, 1992, Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, the Securities Contract (Regulation) Act, 1956, the Companies Act,

2013, and all other applicable regulations and provision of law for the time being in force and shall be subject to any modifications or amendments or re-enactments thereof effected from time to time by way of an ordinance or legal enactment.

2.2 Interpretations

In this Plan, unless otherwise stated or intention appears:

- a. words denoting the singular shall include the plural and vice versa;
- b. The words importing a gender include every gender.
- c. Any clause/article referring to the Employees of the Company shall include the Employees of a Subsidiary, in India or outside India, or of an Associate Company of the Company.
- d. heading and bold type face are only for convenience and shall not affect the interpretation hereof;
- e. a reference to a Clause or a Sub-Clause, unless otherwise specified, is a reference to a Clause or Sub-Clause as the case may be of this Plan; and
- f. references to any statute or statutory provision or rule or regulation shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

3. Plan Administration

- (a) The Company shall implement the Plan through Trust Route wherein the Trust shall acquire the Shares by way of Secondary Acquisition from the market.

Provided that if prevailing circumstances so warrant, the Company may change the mode of implementation of the Plan subject to the condition that a fresh approval of the Shareholders by a special resolution is obtained prior to implementing such a change and that such a change is not prejudicial to the interests of the Grantees.

- (i) The Company shall establish an irrevocable Trust by the name of “SG Mart Limited Employees Welfare Trust”, which shall hold the Shares of the Company for the purpose of extending benefits of the Plan to the Employees.
- (ii) The Trust shall acquire Shares by way of secondary Acquisition from the market. The Trust shall utilize such Shares for the purpose of transferring them (in terms of Exercise) to the Grantees.
- (iii) The Company may implement several Employee Benefit Plans through the Trust.
- (iv) The Trust will keep and maintain proper books of account, records and documents, for the Plan so as to explain its transactions and to disclose at any point of time the financial position of the Plan and in particular give a true and fair view of the state of affairs of Plan.
- (v) No person shall be appointed as a Trustee, if he
- is a Director, Key Managerial Personnel or Promoter of the Company or its

Group Company including Holding, Subsidiary or Associate Company or any Relative of such Director, Key Managerial Personnel or Promoter; or

- beneficially holds ten percent or more of the paid-up share capital or voting rights of the Company.

- (vi) The Trustees of the Trust, shall not vote in respect of the Shares held by such Trust, so as to avoid any misuse arising out of exercising such voting rights.
- (vii) The Trust shall not deal in derivatives, and shall undertake only delivery-based transactions for the purposes of Secondary Acquisition as permitted by SEBI (SBEB & SE) Regulations.
- (viii) For the purposes of disclosures to the recognized stock exchange, the shareholding of the Trust shall be shown as 'non-promoter and non-public' shareholding.

Explanation,—The shares held by the trust shall not form part of the public shareholding which needs to be maintained at a minimum of twenty five per cent as prescribed under the Securities Contracts (Regulation) Rules, 1957.

- (ix) The Trust shall transfer the Shares to Grantees in the manner specified in the trust deed. The Trustee(s) of the Trust shall administer the transfer of Shares to the Grantee as per the directions of the NRC and as stipulated in the Plan.
- (x) For the purpose of acquisition of Shares by the said Trust, the Trust maybe funded by the Company, either through an interest free loan or any other form of financial assistance permissible under Applicable Laws. Further, the Trust may take loan from banks or any other person/source under Applicable Laws.
- (xi) The amount of loan to be provided for implementation of the Plan by the Company to the Trust shall not exceed 5% of the paid up equity capital and free reserves as provided in Companies Act, 2013. The tenure of such loan shall be until the earlier of (i) the accomplishment of the objectives of the Trust, or (ii) the repayment of the loan. The utilization of such loan shall be for the objects of the Trust as mentioned in trust deed. The Trust shall repay the loan to the Company by utilising the proceeds realised from exercise of Options by the Grantees and the accruals of the Trust at the time of termination of the Plan.

Provided that the above-mentioned limit of 5% shall be taken on consolidated basis for all Employee Benefit Plan(s) as may be undertaken by the Company from time to time.

- (xii) The Trust shall not become a mechanism for trading in Shares and hence shall not sell the Shares in secondary market except as provided in SEBI (SBEB & SE) Regulations.
- (xiii) The trust shall be permitted to undertake off-market transfer of shares only under the following circumstances: -
 - (a) transfer to the employees pursuant to Plan(s);
 - (b) while participating in an open offer under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 or while participating in a buy-back, delisting or any other exit offered by the company generally to its shareholders.

- (xiv) Further, the Secondary Acquisition in a financial year by the Trust shall not exceed 2 (Two) percent of the paid – up equity capital of the Company as at the end of the previous financial year.
 - (xv) The total number of Shares under Secondary Acquisition held by the Trust shall at no point of time exceed 5 (Five) percent of paid up equity capital of the Company as at the end of the financial year immediately prior to the year in which the Shareholder approval is obtained for such Secondary Acquisition.
 - (xvi) The above said ceiling limits shall automatically include within their ambit the expanded or reduced capital of the Company where such expansion or reduction has taken place on account of corporate action.
 - (xvii) The un-appropriated inventory of Shares which are not backed by grants, acquired through Secondary Acquisition by the Trust, shall be appropriated latest by the end of the subsequent financial year, or the second subsequent financial year subject to approval of the NRC for such extension to the second subsequent financial year.
 - (xviii) The Trust shall be required to hold the Shares acquired through Secondary Acquisition for a minimum period of six months, except under the circumstances as defined in SEBI (SBEB & SE) Regulations, before the same can be transferred to the Grantees upon exercise of Options under the Plan.
- (b) The SG Mart ESOP 2025 shall be administered by NRC in accordance with Companies Act, 2013 and SEBI (SBEBSE) Regulations. The NRC may delegate some or all of its power to the Trust or any other sub-Committee or persons (“Delegates”) for proper administration of the Plan.
- (c) The NRC shall in accordance with this Plan determine the following as applicable:
- (i) To identify the Employees eligible to participate in the Plan;
 - (ii) To decide the number of tranches in which the Options are to be granted and the number of Options to be granted in each such tranche;
 - (iii) To finalize the eligibility criteria for grant of Options;
 - (iv) To decide upon granting of Options to new Joinees;
 - (v) To determine the Employees eligible for Grant of Options;
 - (vi) To determine the number of Options to be granted to each Grantee and in aggregate subject to the pool of Options of the Plan;
 - (vii) To calculate the exercise price after giving discount / charging premium on the market price, if deems fit;
 - (viii) To grant Options to one or more eligible Employees;
 - (ix) To define the period of acceptance of grant or any extension thereof;
 - (x) To finalize the eligibility criteria for vesting of Options;
 - (xi) To determine the Employees eligible for vesting of Options;
 - (xii) To decide the vesting period subject to minimum and maximum period of vesting as stated in Plan;
 - (xiii) To determine the vesting schedule for each Grantee;
 - (xiv) To decide the terms and conditions subject to which the Options granted would vest in the Employee who are on long leave, training or otherwise indisposed;
 - (xv) To decide the terms and conditions subject to which the Options vested would be exercised by the Employee;
 - (xvi) To decide the time frame within which the Options have to be exercised by the Employee;

- (xvii) To decide upon the mode and manner of Exercise.
- (xviii) To decide upon stopping the Options which were lapsed, forfeited or surrendered under any provisions of the Plan from re-granting;
- (xix) To decide upon treatment of vested and unvested Options in cases of cessation of employment as specified in the Plan.
- (xx) To cancel all or any granted Options in accordance with the Plan;
- (xxi) To decide upon treatment of vested and unvested Options in cases of dispute between the Grantee and Company;
- (xxii) To re price the Options which are not exercised, whether or not they have been vested, if the Options rendered unattractive due to fall in the price of the Shares in the market;
- (xxiii) To establish, amend, suspend or waive such rules and regulations as it shall deem appropriate for the proper administration of the Plan;
- (xxiv) To terminate the Plan.
- (xxv) To appoint such agents as it shall deem necessary for the proper administration of the Plan
- (xxvi) To determine or impose other conditions to the grant of Options under the Plan, as it may deem appropriate
- (xxvii) To increase the pool of Options/Shares to be granted under Plan subject to the applicable laws.
- (xxviii) To decide the procedure for cashless mechanism (cover to sell) of Exercise of Stock Option through Trust in accordance with the Applicable Law;
- (xxix) To determine the procedure for buy-back of Options granted issued under the Plan, 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. minimum financial thresholds to be maintained by the Company as per its last financial statements; and
 - c. quantum of Options that the Company may buy-back in a financial year.
- (xxx) framing suitable policies and systems to ensure that there is no violation by any Employee of any Applicable Laws, including but not limited to Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003 and any modifications thereto;
- (xxxi) framing the procedure for making a fair and reasonable adjustment for the vested and unvested Options in case of corporate actions such as rights issues, bonus issues, split, consolidation, merger, sale of division and others, taking into consideration the following:
 - a. the number and price of Options shall be adjusted in a manner such that the total value to the Grantee of the Options remains the same after the Corporate Action;
 - b. the vesting period and the life of Options shall be left unaltered as far as possible to protect the rights of the Grantee who has been granted such Options.
- (xxxii) to amend the terms and conditions of the Grant Letter as the NRC may deem fit in accordance with the Plan and as per mutual agreement with the Grantee and subject to Applicable Laws.
- (xxxiii) framing appropriate procedures for granting, vesting and exercising of Options;
- (d) In the event of any clarifications being required on the interpretation or application of the Plan, the same shall be referred to the NRC. The decision of the NRC shall be final and binding on the Employees in this regard.
- (e) The powers and functions of the NRC can be specified, varied, altered or modified from time to time by the Board of Directors, subject to the rules and regulations as may be in force. The Board of Directors may further provide that the Committee shall exercise certain powers only after consultation with the Board of Directors and in such case, the said powers shall be exercised accordingly.

- (f) A member of the NRC shall abstain from participating in and deciding on any matter relating to grant of any Options to himself.
- (g) With regard to the matters specifically not provided for in this Plan or any other documents that may be issued in connection with the Stock Options, the NRC shall have an absolute discretion to decide such matters in the manner deemed fit by them in the best interests of the Employees/ Grantees as may be permissible under the Applicable Law, rules and regulations for the time being in force. The decision of the NRC shall be final and binding on all the parties concerned (including but not limited to, Grantee and/or Employee and their Nominees / Legal heirs).

Subject to the provisions of the SEBI (SBEBSE) Regulations, 2021, the Companies Act, 2013, and any other applicable laws, NRC shall have the authority to amend, alter, vary, suspend, or terminate the terms of this Plan at any time, provided that such amendments are not detrimental to the interests of the Employees and/or to meet any legal or regulatory requirements.

However, any amendment, alteration, or variation that would require the approval of the shareholders under the SEBI SBEB Regulations, the Companies Act, 2013, or any other applicable laws shall not be effective unless such approval is obtained.

4. Eligibility

The NRC may on the basis of all or any of the following criteria, decide on the Employees / Grantees who are eligible for the grant / vesting of Options under the Plan and the terms and conditions thereof.

- Loyalty: It will be determined on the basis of tenure of employment of an Employee / Grantee in the Company/Subsidiary Company/Associate Company.
- Performance of Employee / Grantee: Employee's / Grantee's performance during the financial year on the basis of the parameters decided by the Board of Directors.
- Performance of Company: Performance of the Company as per the standards set by the Board of Directors.
- Any other criteria as decided by the NRC in consultation with Board of Directors from time to time.

4.1 The Employees / Grantees satisfying the eligibility criteria shall be termed as eligible Employee / Grantee.

4.2 New joiners can also participate in the Plan and be granted options based upon the discretion of the NRC.

4.3 Employees on probationary and notice period shall not be eligible for Grant in the Plan.

4.4 Nothing in the Plan or in any options granted pursuant to the Plan shall confer on any Employee, any right to continue in the employment of the Company or interfere in any way with the right of the Company to terminate the Employee's employment at any time.

5. Quantum of Shares subject to the Plan

- (a) The maximum aggregate number of Options that may be granted under the Plan, shall not exceed 20,00,000 (Twenty Lakhs) Options (or such other number adjusted in terms of Clause 5(b) herein below), in one or more tranches, whereby each such Option, confers a right upon the Grantee to apply for one Share of the Company, in accordance with the terms and conditions of such Grant. However, the aggregate number of Options that may be granted to an eligible Employee under SG Mart ESOP 2025 shall be less than 1% of the issued capital (excluding outstanding warrants and

conversions) of the Company (excluding outstanding warrants and conversions) in any one year at the time of Grant, unless a separate specific approval from shareholders of the Company through separate special resolution is obtained for granting Options that are equal to or exceeding 1% or more of the issued capital (excluding outstanding warrants and conversions) of the Company.

- (b) In case of share consolidation or split or other reorganization of capital structure of the Company from time to time, the maximum number of Shares available for being Granted under SG Mart ESOP 2025 shall stand modified accordingly, so as to ensure that the cumulative face value (No. of shares X Face value per share) prior to such share split or consolidation or reorganization, as the case may be, remains unchanged after such share split, consolidation or reorganization of capital structure.

Further, the maximum number of Options that may be Granted, and the Shares arising upon Exercise of such Options, shall be appropriately adjusted in the event of any bonus issue, rights issue, merger, de-merger, or amalgamation, so as to ensure that the rights of the Grantees are not adversely affected. All such adjustments shall be made in accordance with Applicable Law and the SEBI SBEB & SE Regulations, as amended from time to time.

- (c) If any Option Granted under the Plan lapses or is forfeited or surrendered under any provision of the Plan, then such Options will be available for re-Grant by the NRC to any Employee(s) as it may deem fit in its absolute discretion, subject to the compliances of provisions of the Applicable Laws. The terms relating to the Exercise Price, Exercise Period, Vesting, etc., in respect of such lapsed Options to be granted, as aforesaid, may either be the same as those of the lapsed Options or such other terms as may be determined by the NRC at the time of such re-Grant as it may deem fit in its absolute discretion, subject to the compliances of provisions of the Plan and Applicable Law. In such case the Company would not be liable to pay any compensation to the Grantee.
- (d) The Company reserves the right to increase such number of Options and Shares as it deems fit, in accordance with the Applicable Law.

6. Grant of Options

- (a) The Employees to whom the Options would be granted and their Eligibility Criteria (including but not limited to performance, merit, grade, conduct and length of service of the Employee) would be determined by the NRC, in its absolute discretion from time to time.
- (b) The Eligible Employees shall be furnished with:
 - (i) the Grant Letter;
 - (ii) the disclosures prescribed under the SEBI (SBEBSE) Regulations including the salient features of the Plan;
 - (iii) The Vesting Letter
 - (iv) the format of Exercise Letter; and
 - (v) Nomination Form and such other documents as may be prescribed by the NRC from time to time.
- (c) A Grantee who wishes to accept the Grant made, must signify his acceptance in the manner specified by the NRC within 30 (Thirty) days from the Grant Date. Any Grantee, who fails to communicate his / her acceptance within the stipulated time, is

deemed to have rejected the Grant unless otherwise determined by the NRC.

- (d) The Grantee is not required to pay any amount at the time of acceptance of the Grant.
- (e) The Stock Options granted to the Grantee shall be communicated through the Grant Letter specifying the date of grant , number of Stock Options granted, Vesting Conditions, Exercise Price, Performance criteria, if any, the Vesting Schedule, Exercise Period, and other conditions, if any, subject to which Exercise shall take place, and the other terms and conditions thereof.
- (f) As a condition to the receipt of benefits hereunder, each Grantee may be required to execute related agreements, in a form satisfactory to the Committee, which may include but are not limited to, a non-competition, confidentiality, non-solicitation, non-Interference, adherence to code of conduct or non-disclosure agreement with the Company as well as tax indemnification agreements in connection with the grant of the Options.
- (g) Grant of Options shall be subject to the following terms and conditions and to such other terms and conditions specified from time to time be approved by the NRC which shall not be inconsistent with the Plan and Applicable Laws:
 - i. No Employee shall have any right to demand from the Company for Grant of Options, nor shall the Company have any such obligation to any Employee.
 - ii. It is clearly understood that the Grant or Vesting of any Options to a Grantee, *per se*, does not assure accrual of a benefit or profit.
 - iii. Upon completion of the Vesting Period, the Grantee shall have the right to apply for the transfer of Shares equivalent to the number of Options held by submitting the Exercise Letter. Even after the completion of the Vesting Period, the Grantee will not be entitled to any dividends, rights issue or bonus Shares until Options granted to such Grantee are Exercised upon payment of Exercise Price, applicable taxes and other amount (if any) and Shares arising pursuant to such Exercise are transferred to the Grantee.

7. Vesting Period

- (a) The Options granted to any Grantee shall vest within the Vesting Period in the manner specified in the Grant letter, subject to maximum period of four (4) years from the date of Grant.

Notwithstanding anything to the contrary contained herein, there shall be a minimum period of one (1) year between the Grant of Options and Vesting of Options. The Vesting of Options shall be subject to any additional conditions as may be prescribed by the NRC in the Grant letter.

- (b) The Vesting of Options may be time based and/ or based upon Performance of Company (market capitalization, revenue, EBITDA, ROCE), Performance of Employee, provided the Grantee shall not have resigned or received a notice of termination, or be serving any notice period and such other parameters as may be determined by NRC and shall be mentioned in the Grant Letter of respective Grantees.
- (c) The vesting schedule will be clearly defined in their grant letter of respective Grantees subject to minimum and maximum vesting period as specified in Clause 7(a) above.

However, the suggestive vesting schedule is as follows:

Time Period	% of Options to be vested
At the end of 1 st year from the grant date	25% of the Options Granted
At the end of 2 nd year from the grant date	25% of the Options Granted
At the end of 3 rd year from the grant date	25% of the Options Granted
At the end of 4 th year from the grant date	25% of the Options Granted

- (d) Notwithstanding anything mentioned in Clause 7(a) and 7(b), in the event of the death of a Grantee while in employment, all the Options granted to him/ her under the Plan till such date and lying Unvested shall, forthwith vest in the legal heirs or nominees of the deceased Grantee on that date and can be exercisable by them within the time period stated in Clause 12. Similarly, in the event of Permanent Incapacity while in employment, all the Options granted to the Grantee as on the date of such Permanent Incapacity and lying Unvested shall Vest , forthwith in him / her, as prescribed under SEBI (SBEBSE) Regulations and can be exercisable by him or by his legal heirs or designated nominees, as the case maybe, within the time period specified in Clause 12.
- (e) Further, any fraction entitlement to which the Grantee would become entitled to upon Vesting of Options (other than the last tranche of vesting), then the Options to be actually vested be rounded off to the nearest lower integer. Accordingly, in the last vesting, the number of the Options to be vested shall include the Options which were not earlier vested due to fraction adjustment.
- (f) The Vesting of Options shall be communicated to the eligible Grantees in writing through vesting letter.
- (g) The Grantee is not required to pay any amount at the time of the Vesting of Options.

8. Exercise of Options

- (a) Each Option entitles the holder thereof to apply for one Share of the Company upon submission of Exercise Letter and payment of the Exercise Price along with applicable tax and such other amount, if any, to the Trust during/ within the maximum Exercise Period of 1 (One) year from the date of last vesting or such lesser period as may be decided by the NRC at its sole discretion from time to time and mentioned in the Grant Letter of the Grantee. The Vested Options can be exercised all at one time or at various points of time within the Exercise Period.
- (b) The Grantee may, at any time during the Exercise Period, and subject to fulfillment of the conditions of the Vesting, Exercise the Options, by submitting an Exercise Letter as prescribed by the NRC, to the Trust. The Grantee shall pay the aggregate Exercise Price along with applicable tax and such other amount, if any, in respect of the number of Options Exercised by him/ her by way of Cheque or demand draft or through any other banking channel to the Trust.

The tax amount arising at the time of Exercise shall be payable at the time of Exercise by way of Cheque or demand draft or through banking channel to the Company.

- (c) Upon Exercise of Options, the Trust, after taking such necessary approvals as may be required, shall within a reasonable period of time transfer such number of Shares underlying the vested Options as are Exercised, to the Grantee or nominee, as the case may be.
- (d) Failure to comply within this time period, shall result in lapsing of Vested Options in the

hands of Grantee and shall be added back to the pool. The said lapsed options shall then be treated as per the Plan.

- (e) Under this Plan, the Exercise Price of the Shares will be decided by the NRC at the time of Grant and shall be linked with the Market Price. The NRC has a power to provide suitable discount, as it deems fit.

However, the Exercise Price shall not in any case be less than the average purchase price of the Shares acquired by the Trust.

9. Non-Resident Employees

Grant of Options under the Plan to Employees who are non-residents shall be in compliance with the provisions of the prevailing laws of the jurisdiction of such Grantee, subject to the same being in accordance with the provisions of the Foreign Exchange Management Act, 1999, SEBI (SBEBS) Regulations and any other statutory provisions applicable under relevant Indian laws.

10. Lock-in period/ sale of shares transferred pursuant to exercise under the Plan

The Shares transferred upon exercise of Options granted under the Plan are not subject to any lock in period and are freely tradable in the stock market except such restrictions as may be prescribed under applicable laws including that under the code of conduct framed, if any, by the Company under the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended.

11. Variation of the terms of SG Mart ESOP 025 & Re-pricing

- (a) The Company may by special resolution vary the terms of SG Mart ESOP 2025 offered pursuant to an earlier resolution of the shareholders of the Company but not yet exercised by the Grantee provided such variation is not prejudicial to the interests of the Option holders. Notwithstanding anything to the contrary contained herein, a Company can vary the terms of the Plan to meet any regulatory requirement without seeking shareholders' approval by special resolution.
- (b) The Company shall not vary the terms of the SG Mart ESOP 2025 in any manner, which may be detrimental to the interests of the Employees subject to any variation required to meet any regulatory requirements.
- (c) The notice for passing special resolution for variation of terms of SG Mart ESOP 2025 shall disclose full details of the variation, the rationale thereof, and the details of the Grantee who are beneficiary of such variation.
- (d) The Company may re-price Options which are not Exercised, whether or not they have been Vested, if the Plan becomes unattractive due to a fall in the price of Shares in the market or any other reason;

Provided that the Company determines that such re-pricing shall not be detrimental to the interest of the Employees and the approval of shareholders has been obtained for such re-pricing.

12. Cessation of Employment

- (a) If the Grantee's employment with the Company terminates for Cause, then the granted Options, to the extent not previously exercised (whether vested or unvested), will lapse

on the date of such Termination of employment.

- (b) If the Grantee's employment with the Company terminates due to voluntary resignation on the part of the Employee, then the unvested Options as on the Cessation Date shall lapse forthwith. The vested Options can be exercised by the Grantee before the Cessation Date or before expiry of Exercise Period, whichever is earlier. The Vested Options not so Exercised shall lapse irrevocably and the rights there under shall be extinguished.
- (c) If the Grantee's employment with the Company ceases due to completion of his contract or retirement or superannuation as per the policy of the Company, then Vested Options shall be exercised by the Grantee within exercise period as mentioned in clause 8(a) .

All unvested Options, on the Cessation Date, shall continue to vest in accordance with respective vesting schedule. However, the NRC may decide for the accelerated vesting of unvested options before the Cessation Date of superannuation/retirement.

- (d) In the event that a Grantee is transferred or deputed to an Associate Company / Subsidiary / Holding prior to vesting or exercise of Options, the vesting and exercise of Options, as per the terms of grant, shall continue in case of such transferred or deputed Grantee even after the transfer or deputation.
- (e) Notwithstanding anything mentioned in Clause 7, if a Grantee dies while in the employment of the Company, all the Options Granted (whether Vested or Unvested) shall vest immediately on the date of death in his legal heirs or nominees and shall be exercisable by legal heirs or nominees within the exercise period;
- (f) If a Grantee suffers permanent incapacity while in the employment of the Company, all the Granted Options (whether Vested or Unvested) shall forthwith Vest in him/ her on the date of permanent incapacitation and shall be exercisable by him / her within the exercise period;
- (g) In the event of a termination of employment for reasons other than those referred in Clause 12 (a), 12 (b) or 12 (c), all Unvested Options will lapse forthwith unless otherwise determined by the NRC or mentioned in the Grant Letter/ employment terms of the Employee / policies of the Company. The vested Options can be exercised by the Employee at the discretion of NRC within the Exercise Period or such period as determined by the NRC.
- (h) In the event that an employee who has been granted benefits under a Plan, is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing company, prior to the vesting or exercise, the treatment of options in such case shall be specified in such scheme of arrangement, amalgamation, merger or demerger provided that such treatment shall not be prejudicial to the interest of the employee.
- (i) The NRC may modify the terms for cessation of employment as mentioned in foregoing paras (a) to (g).

13. Vesting and Exercise of Options in case of Employees on long leave

- (a) Employees who are on long leaves can exercise the vested Options (as on the start of long leaves) within the exercise period. The unvested Options shall continue to vest in

accordance with the vesting schedule and conditions as mentioned in the Grant Letter.

- (b) Notwithstanding anything mentioned in Clause 13(a), the NRC may extend the vesting period for unvested Options upto the period of long leaves.

Explanation: For the purpose of this Clause, "long leaves" means unpaid leaves taken for a continuous period of 3 months or more with the consent of the Company/ HR/ concerned reporting manager as per the policy/ discretion of the Company.

14. Non-Transferability of Options

- (a) Each Option granted under the Plan shall by its terms be non-transferable by the Grantee, and each Option shall be exercisable during the Grantee's lifetime only by such Grantee except as mentioned under clause 12 of the Plan.
- (b) The Option granted to the Employee shall not be pledged, hypothecated or otherwise alienated in any other manner.

15. Changes in Capital due to restructuring

- (a) The existence of the Plan and any Grant Letter hereunder shall not affect, in any way, the right or power of the Board or the shareholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or any merger or consolidation of the Company or its Subsidiary, any issue of debt, preferred or prior preference Shares ahead of or affecting Shares, the authorization or issuance of additional Shares, the dissolution or liquidation of the Company or its Subsidiaries, any sale or transfer of all or part of its assets or business or any other corporate act or proceeding.
- (b) In the event of a dissolution or liquidation of the Company, any vested Options outstanding under the Plan shall be cancelled if not exercised prior to such event and no compensation shall be payable in respect of the Options so cancelled.
- (c) Upon changes in the outstanding Shares by reason of a merger, demerger, amalgamation, consolidation (whether or not the Company is a surviving corporation), combination or exchange of Shares, recapitalization, separation, or reorganization, or in the event of an extraordinary dividend, "spin-off", liquidation, other substantial distribution of assets of the Company or acquisition of property or stock or other change in the capital of the Company, or the issuance by the Company of Shares without receipt of full consideration thereof, or rights or securities exercisable, convertible or exchangeable for Shares of such capital stock, or any similar change affecting the Company's capital structure, the aggregate number, class and kind of Shares available under the Plan as to which Options may be granted and the number, class and kind of Shares under each outstanding Option and the Exercise Price per Share applicable to any such Option shall be appropriately adjusted by the NRC along with such approvals as may be necessary to preserve the benefits or potential benefits intended to be made available under the Plan or with respect to any outstanding Options or otherwise necessary to reflect any such change, in a manner that the NRC deems fit.

16. Corporate Action

Notwithstanding anything contained under this Plan, the NRC shall, *inter alia*, formulate the detailed terms and conditions of the SG Mart ESOP 2025 including the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of

corporate actions such as rights issues, bonus issues, share split, consolidation of share and any other corporate action.

In this regard following shall be taken into consideration by the Board/NRC:

- a. the number and the price of the Options shall be adjusted in a manner such that total value of the Options remains the same after the corporate action;
- b. the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the recipients.

17. No Right of Employment

The Grant of Options under this Plan does not create a right to continued employment with the Company or its subsidiary company. Nothing in this Plan or Grant Letter shall interfere with or limit in any way the right of the Company or Subsidiary Company or Associate Company to terminate the employment of the Employee at any time.

18. Accounting

- a) The Company shall make all the necessary disclosures required under the provisions of the SEBI (SBEB & SE) Regulations, 2021 and other Applicable Laws. The Company shall comply with the requirements of IND – AS 102 and shall use Fair value method and the fair value of Options would be calculated as per the prescribed method under the applicable regulations.
- b) Compensation cost will be booked in the books of account of the Company over the vesting period.
- c) The Company shall comply with the disclosures requirements and the accounting policies prescribed under Regulation 15 of the SEBI (SBEB & SE) Regulations, 2021 or as may be prescribed by regulatory authorities from time to time.

The Company shall follow the requirements including the disclosure requirements of the Accounting Standards as prescribed under Section 133 of the Companies Act 2013 including 'Guidance Note on Accounting for Employee Share-based Payments' and/or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India from time to time or as prescribed under SEBI (SBEBSE) Regulations.

19. Tax Liability

- (a) In the event of any tax liability, including any tax liability arising on account of change in the tax laws relating to the SG Mart ESOP 2025, arising on account of the Grant of Options and /or transfer of the Shares to an Employee, the liability shall be that of the Employee alone and the Company or the appointed Trust shall be indemnified to the extent of applicable taxes, if any, levied at any point of time upon the Company or Trust in this regards.
- (b) No Shares shall be transferred to the Employee or beneficiary, on Exercise of the Options under this Plan unless appropriate taxes as required under the applicable tax laws, are duly discharged in the manner directed by the Company. The Company may, at its discretion, require such taxes to be deducted from the Employee's overall remuneration (including salary) and/ or can be separately discharged by the Employee by giving a cheque / demand draft, or any other mode as may be specified by the Company or the Trust. The mode, timing, and manner of such tax discharge shall be as determined and communicated by the Company.

Provided further, that the Company shall have the right to deduct tax arising in connection with the Option or the Shares acquired upon the Exercise thereof, from the remuneration (including salary) as may be decided by the Company.

- (c) The Company or the appointed Trust shall have no obligation to deliver Shares or to release Shares in pursuance of the Option until the tax deducting obligations, if any, have been satisfied by the Employee.
- (d) All tax liabilities arising on disposal of the Shares after Exercise would be handled by the Employee.
- (e) There would be a double point of Taxation on the Employee:

- **Point 1:** At the time of exercise, the difference between the market price of the Shares as on date of exercise and the Exercise Price will be added as a perquisite under salary in the month of exercise. The Grantee will be liable to pay the taxes at the individual slab rate in which he falls.

The payment of perquisite tax, in respect of exercise of the Options shall be made by the employee to the Company or the Company shall have the right to recover tax from the Grantee, as prescribed above.

- **Point 2:** At the time of sale of the Shares of the company by the Grantee. On selling of the Shares, the concerned employee would be liable to income tax as per the applicable provisions of the laws at the time of sale of the Shares.

20. Insider trading

In respect of the Shares transferred under the Plan, the Grantee shall ensure compliance of the Company's policy on prohibition of insider trading, SEBI (Prohibition of Insider Trading) Regulations, 2015, SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003 and such other regulations as may be applicable and notified from time to time by SEBI and/or the Stock Exchange on which the Shares are listed.

21. Interpretation and Amendments

The NRC may make such rules and regulations and establish such procedures for the administration of the Plan, as it deems appropriate. In the event of a disagreement as to the interpretation of this Plan or of any rule, regulation or procedure or as to any question, right or obligation arising from or related to the Plan, the matter may be referred to the NRC and the decision of the NRC shall be final.

22. Governing Law:

This Plan and all related documents there under shall be governed by and construed in accordance with the SEBI (SBEB & SE) Regulations and other Applicable Laws.

23. Notices

All notices under the Plan shall be in writing, and if addressed to the Company or to the Trust, shall be delivered or mailed at the below mentioned address to the attention of the Company Secretary and if addressed to the Employee shall be delivered personally or through post / courier / email to the Employee / Nominee / Legal Heir at the address / email address appearing in the records of the Company. Such address/ email address may be changed at any time by a written

notice to the other party.

Company Secretary
SG Mart Limited
A-127, Sector-136, Nepz Post Office, Gautam Buddha
Nagar, Noida, Uttar Pradesh, India, 201305
Email: compliance@sgmart.co.in

All notices shall be deemed to have been validly given on (i) the business date of receipt, if personally delivered, or (ii) the expiry of seven (7) days after posting if sent by post, or (iii) the business date of receipt, if sent by courier or (iv) the business date, if transmitted by email transmission and delivery not failed.

24. Other Terms

- a) Options granted pursuant to the Plan shall contain such other terms, provisions and conditions (which need not be identical) not inconsistent herewith as shall be determined by the NRC.
- b) Notwithstanding anything to the contrary contained herein or in any Grant Letter, the Company or Trust shall not be required to issue Shares if the issuance violates any provision of any law or regulation of any government authority or SEBI or a stock exchange.
- c) Participation in this Plan shall not be construed as a guarantee of return on the Shares purchased from the Options. The risks associated with investment in Shares are that of the Employee alone.
- d) The maximum quantum of benefits that will be provided to every eligible Employee under the Plan will be the difference between the Market Value of Company's Share on the Recognized Stock Exchanges as on the Date of Exercise of Options and the Exercise Price paid by the Employee.

25. Severability

In the event that any term, condition or provision of the Plan is held to be a violation of or contrary to any Applicable Laws, the same shall be severable from the rest of the Plan and shall have no force and effect and the Plan shall remain in full force and effect as if such term, condition or provision had not originally been contained in the Plan. In the event of any inconsistency between any of the provisions of the Plan and the Applicable Laws, the provisions of the Applicable Laws shall prevail.

26. Disputes

All disputes arising out of or in connection with the Plan shall be referred to the NRC for mutual resolution by the parties.

27. Arbitration

All disputes arising out of or in connection with the Plan which cannot be resolved as per Clause 28 within 30 (thirty) days or such other extended period from the date of its reference to the NRC may be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a single arbitrator to be appointed by the mutual consent of both the parties and the decision

rendered by the arbitrator shall be final and binding on the parties. The place and seat of arbitration shall be New Delhi.

28. Governing law and jurisdiction

- (a) The terms and conditions of the Plan shall be governed by and construed in accordance with the laws of India.
- (b) Subject to Clause 29, the Courts of New Delhi shall have exclusive jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Plan.
- (c) Nothing in this Clause will however limit the right of the Company to bring proceedings against any Employee in connection with the Plan:
 - (i) in any other Court of competent jurisdiction; or
 - (ii) concurrently in more than one jurisdiction.
- (d) The Grantee or its Nominee/ legal heir(s) / successor(s), as the case may be, who are granted Options/Shares under the Plan shall comply with such requirements as may be necessary.

29. New Share Incentive Plans

Nothing contained in the Plan shall be construed to prevent the Company and the NRC from implementing another Share Based Plan, directly or through any trust settled by Company, which is deemed by the Company to be appropriate or in its best interest, provided such other action would not have any adverse impact on the Plan or any grant made under the Plan. No Grantee shall have any claim against the Company and/or Trust as a result of such action.

30. Regulatory Approvals:

The implementation of the Plan, the Granting of any Options under the Plan and the issuance of any Shares under this Plan, if any, shall be subject to the procurement by the Company and the Grantee / Nominee / legal heirs of all approvals and permits, if any, required by any regulatory authorities having jurisdiction over the Plan. The Grantee / Nominee / legal heirs under this Plan will, if requested by the NRC / Company / Trust, provide such assurances and representations to the Company or the NRC or the Trust, as the NRC may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.

31. Confidentiality:

Notwithstanding anything contained in this Plan, the Grantee shall not divulge the details of the Plan and/or his holdings to any person except with the prior written permission of the NRC unless so required to do under the Applicable Laws or any statutes or regulations applicable to such Grantee.