

PIDILITE INDUSTRIES LIMITED

‘Pidilite Industries Limited - Employee Stock Option Plan 2016’ ("ESOP – 2016 "or “Plan ")

The Board of Directors of the Company in its meeting held on 29th January, 2016 has subject to shareholders approval, approved “Pidilite Industries Limited - Employee Stock Option Plan 2016” (“ESOP-2016” or “Plan”). The ESOP – 2016 has been formulated in accordance with the provisions of Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, as amended ("SEBI SBEB Regulations").

1. Purpose

The purpose of ESOP-2016 is to reward and motivate Employees (as defined hereinafter) and to attract and retain the best talent by providing them an additional incentive in the form of stock options to acquire a certain number of equity shares of the Company at a future date.. The ESOP-2016 is aimed at further motivating the Employees and thereby increasing the profitability of the Company.

2. Definitions

The following terms as used herein shall have the meaning specified:

- 2.1.** Compensation Committee means the ‘Nomination and Remuneration Committee’ of the Directors as constituted by the Board of Directors of the Company under Section 178 of the Companies Act, 2013 and entrusted ,inter alia, with the authority to formulate and implement this ESOP-2016.
- 2.2.** Company- means Pidilite Industries Limited, a company incorporated and registered under the provisions of the Companies Act, 1956 having its registered office at 7th Floor, Regent Chambers, Jarnalal Bajaj Marg, Nariman Point, Mumbai, Maharashtra - 400021.
- 2.3.** Date of vesting - means the date on which the Eligible Employee is given the right to apply for Shares of the Company against the Options granted to him under ESOP-2016, in terms thereof.
- 2.4.** Eligible Employee - means an Employee who is selected by the Compensation Committee for Grant of Options, on the basis of criteria prescribed under this ESOP-2016 and is otherwise eligible for all the benefits of this ESOP-2016 and shall exclude (i) an Employee who is a 'Promoter' or belongs to 'Promoter Group' (as defined in the SEBI SBEB Regulations); (ii) a Director who either by himself or through his relatives or

through any body corporate, directly or indirectly holds more than 10% of the outstanding Equity Shares of the Company and (iii) any independent / non-executive Director of the Company.

- 2.5.** Employee shall mean –
- a. Permanent employees of the Company working in India or out of India;
 - b. Directors of the Company, whether wholetime or not ; and
 - c. Permanent employees and Directors of the Subsidiary Company/ies working in India or out of India.
- 2.6.** Pidilite Industries Limited - Employees Stock Option Plan 2016 or ESOP-2016 or Plan shall mean this plan.
- 2.7.** SEBI SBEB Regulations - shall mean the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, as amended.
- 2.8.** Exercise - means making of an application by the Eligible Employee to the Company for issue of Shares against the Option(s) Vested in him in pursuance of ESOP-2016.
- 2.9.** Exercise Price - means the price per Share payable by the Eligible Employee in order to Exercise the options granted to him in this ESOP-2016.
- 2.10.** Exercise Period - is the period within which the Options vested in any Eligible Employee have to be exercised.
- 2.11.** Exercise Application - is the Application form as may be prescribed, in which the Eligible Employee has to apply to the Company along with a cheque/demand draft in respect of the Exercise Price or such other documents as may be prescribed pursuant to the provisions of this ESOP-2016, for Exercising the Options Vested in him/her.
- 2.12.** Grant - is the process whereby the Compensation Committee passes a resolution resolving to grant Options to Eligible Employees based on criteria determined and conditions stipulated by it (which may also include those to be fulfilled at a future date) whether the date of applicability of the criteria is immediate or a future date. The Grant shall be deemed to have been made on such date as may be specified in that behalf in the resolution.
- 2.13.** Independent Director- means a director within the meaning of the Companies Act, 2013 and Regulation 16(b) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

- 2.14.** Letter of Grant - means the letter issued by the Company intimating the Eligible Employee of the Options Granted to him/her for acquiring a specified number of Shares at the Exercise Price.
- 2.15.** Letter of Vesting - means the letter issued by the Company to an Eligible Employee intimating the Vesting of the Options pursuant to the Eligible Employee complying with the conditions prescribed hereunder prior to Vesting.
- 2.16.** Long Leave – means leave of more than 30 days consecutively.
- 2.17.** Option - means a right (but not an obligation) granted to an Eligible Employee to apply for specified number of Shares of the Company at a future date and at a pre-determined price (being the Exercise Price), Each Option Granted would represent the right to apply for one Share (or such other number adjusted for any bonus, stock splits, consolidation or other reorganization of capital structure of the Company from time to time).
- 2.18.** Option Grantee - means an Eligible Employee having a right but not an obligation to Exercise Options Granted pursuant to– ESOP-2016.
- 2.19.** Promoter- shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.
- 2.20.** 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, 2009:
- Provided where the promoter or promoter group of a company is a body corporate, the promoters of that body corporate shall also be deemed to be promoters of such company;
- 2.21.** Shares - means the equity shares of the Company of the face value of Re. 1 (One Rupee) each or such modified value due to any stock splits, consolidation or other reorganization of capital structure of the Company or as may be approved by the shareholders of the Company.
- 2.22.** Subsidiary Company/ies means any present or future Subsidiary Company/ies of the Company, as defined in the Companies Act, 2013, whether in or outside India.

- 2.23.** Vesting - means the process by which the Eligible Employee is given the right to apply for Shares of the company against the Options granted to him in pursuance of ESOP-2016.
- 2.24.** Vesting Period- means the period during which the vesting of Options granted under this ESOP-2016 takes place.
- 2.25.** Any term not defined above, but defined in the SEBI SBEB Regulations shall have the meaning assigned to them under the said Regulations.

3. Authority and powers of the Compensation Committee

3.1. Notwithstanding anything stated herein, but subject to the terms of the resolution passed by the shareholders of the Company through Postal Ballot on 31st March, 2016 approving the Grant of Options and the issue of Shares upon exercise of these options to the Eligible Employees under ESOP- 2016 and the Regulations prescribed by the Securities and Exchange Board of India ("SEBI"), the Compensation Committee in its absolute discretion is authorised to determine all the terms governing this ESOP-2016 including any variation thereof and including but not limited to:

- (a) determining the Eligible Employees amongst the different categories of Employees to whom the Options are to be granted,
- (b) the time when the Options are to be granted,
- (c) the number of tranches in which the Options are to be granted and the number of Options to be granted in each such tranche,
- (d) the quantum of Options to be granted at various points in time,
- (e) the Exercise Price for Options to be granted at various points of time,
- (f) the criteria for determining the number of Options to be granted to the Eligible Employees,
- (g) the period and date/s in relation to which the criteria are to be determined and fulfilment of conditions is to be verified,
- (h) the number of Options to be granted to each Eligible Employee,
- (i) the terms and conditions subject to which the Options granted would Vest in the Eligible Employee,
- (j) the date of Vesting of the Options granted,
- (k) the terms and conditions subject to which the Options vested would be Exercisable by the Eligible Employee,
- (l) the period within which the Options have to be Exercised by the Eligible Employee,
- (m) assignment of weightage to length of service, grade, and performance rating of the Employee,

- (n) the conditions under which Options Vested in the Eligible Employee may lapse in case of termination of employment for misconduct.
- (o) 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,
- (p) 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,
- (q) the Grant, Vest and Exercise of Option in case of Employees who are on long leave,
- (r) 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, merger etc.
- (s) framing suitable policies and procedures to ensure that there is no violation of securities laws, as amended from time to time, including Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 by the company and its employees, as applicable.

3.2. The terms prescribed by the Compensation Committee shall be final and binding on all the Employees.

3.3. The number of members of the Compensation Committee and their powers and functions can be specified, varied, altered or modified from time to time by the Board of Directors of the Company, subject to the provisions of the SEBI SBEB Regulations and such other rules and regulations as may be in force. Members of the Compensation Committee shall always be non executive directors of the Company, of which one half shall always be Independent Directors.

3.4. No member of the Compensation Committee shall be personally liable for any decision or action taken in good faith with respect to the ESOP-2016.

4. Total number of Shares in respect of which Options could be granted (Total available Options)

4.1. The total number of Shares in respect of which Options could be Granted, pursuant to this ESOP-2016 are 45,00,000 shares (or such other number adjusted for any bonus, stock splits, consolidation or other reorganization of capital structure of the Company from time to time). Out of the above 45,00,000 shares, not more than 2,50,000 shares shall be granted to employees of subsidiary companies.

- 4.2. The Compensation Committee in its absolute discretion would be authorised to determine the number of tranches in which it would Grant the Options.
- 4.3. The Options lapsed, if any under this ESOP-2016 will be added to the stock inventory and may be granted afresh by the Compensation Committee to such Eligible Employees as it may deem fit in its sole discretion.

5. Options allocated for various grades /groups of grades of Eligible Employees and for Individual allotment.

The Compensation Committee would have the authority to allocate and Grant, at its sole discretion, certain number of Options out of the total available Options to certain grades/group of grades of Eligible Employees and/or certain individual Employees.

6. Grant of Options and basis of determining the number of Options to be Granted

- 6.1. The total number of Options to be granted under ESOP 2016 shall not exceed 45,00,000 (Forty Five Lacs) Options. Each option when exercised shall be converted into one Equity Share of Re.1 (Rupee One) each fully paid-up.
- 6.2. The actual number of Options to be Granted to each Eligible Employee would be in accordance with the criteria (including but not limited to performance, merit, grade, conduct and length of service of the Employee) determined by the Compensation Committee in its absolute discretion.
- 6.3. Notwithstanding the above, the Compensation Committee may not Grant any Options in the event it is found that the Eligible Employee has not performed upto the expectations or has not been regularly attending office for a substantial period of time without any valid reason or authority or is found to be guilty of gross misconduct or has violated the terms of employment or policies or procedures or codes or on account of such other circumstances as the Compensation Committee may in its absolute discretion decide.
- 6.4. The maximum number of Options that may be granted per Eligible Employee under the ESOP 2016, in any financial year under the ESOP 2016 shall be less than 1% of the issued Equity Share Capital (excluding outstanding warrants and conversions) of the Company at the time of Grant.
- 6.5. No amount shall be paid by the Eligible Employee at the time of Grant of Options.

7. Vesting of the Options Granted

- 7.1** Vesting Period : Options granted under the Plan shall vest not earlier than One year but not later than a maximum of Six years from the date of grant of such Options.

In the case of Eligible Employee who has not completed 3 years of employment as on date of the grant of Options then the Options which are due for Vesting before completion of 3 years as above, shall vest as on the completion of 3 years of employment in the Company by the Employee concerned or as may be approved by the Compensation Committee. .

- 7.2** The Compensation Committee may decide in its absolute discretion the basis on which option granted shall vest in the Grantee.

- 7.3** Notwithstanding the above, the Compensation Committee shall be entitled to make the Vesting of any or all of the Options Granted to Eligible Employee(s) conditional upon fulfillment of such performance criteria whether of the Employee and/or any team or group of which he is a part and/or of the Company, as may be determined by the Compensation Committee or determine a Vesting schedule other than that specified hereinabove for any Employee or class of Employees; Provided however that, unless otherwise provided in this ESOP-2016, no Option granted under this ESOP-2016 will Vest before the expiry of one year from the date of Grant of the Option.

- 7.4** Notwithstanding the above, the Compensation Committee may decide not to Vest any of the Options already Granted or Vest such lesser number of Options already Granted, in the event it is found that the Eligible Employee has not performed up to the expectations or has not been regularly attending office for a substantial period of time without assigning any valid reason or proper authority or has been found to have violated the terms of his / her employment or policies or procedures or codes or on account of such other circumstances as the Compensation Committee may in its absolute discretion decide.

- 7.5** The Compensation Committee in its absolute discretion shall have the right to pre-poner the date of Vesting either in respect of all Eligible Employees or for a group of Eligible Employees or for an Eligible Employee, subject however that the gap between the date of Grant and date of Vesting shall not be less than the minimum period prescribed by the SEBI SBEB Regulations. In the event of death or permanent incapacity of an employee, the minimum vesting period of one year shall not be applicable and, therefore, the options granted to the concerned employee would vest on the date of such death or permanent incapacity

7.6 The vesting dates in respect of the options granted under this ESOP- 2016 may vary from employee to employee or any class thereof and/or in respect of the number or percentage of options granted to an employee.

7.7 Options shall vest essentially based on continuation of employment.

7.8 The appraisal process for determining the eligibility shall be decided from time to time by the Committee.

8. Exercise of the Vested Options

8.1 Subject to such norms as may be prescribed by the Compensation Committee, all Vested Options will have to be exercised within 3 years from the date of respective Vesting. Options not exercised within the stipulated time, Options not Vested due to non-fulfillment of the stipulated conditions, Vested Options which the Eligible Employees have expressly refused to Exercise and any Options Granted but not Vested or Exercised within the stipulated time due to any reason shall lapse and these Options will be added to the stock inventory and available for Grant by the Compensation Committee to any Eligible Employee(s) as it may deem fit in its absolute discretion.

8.2 Each Option would entitle the Eligible Employee, on Exercise, to acquire 1 (One) Share (or such other number adjusted for any bonus, stock splits, consolidation or other reorganization of capital structure of the Company from time to time), as may be determined by the Compensation Committee pursuant to the provisions of this ESOP-2016.

8.3 The Option Grantee may, at any time during the Exercise Period, and subject to fulfillment of conditions of the Grant and Vesting, Exercise the Options by submitting an Application for the Exercise of Options to the Company to issue and allot Shares to him pursuant to the Exercise of the Vested Options, accompanied by payment of an amount equivalent to the Exercise Price in respect of such Shares and/or such other writing if, any, as the Compensation Committee may specify to confirm extinguishment of the rights comprising in the Option then Exercised. In the event of Exercise of Options resulting in fractional Shares, the Compensation Committee shall be entitled to round off the number of Shares to be issued to the nearest whole number, and Exercise Price shall be correspondingly adjusted.

8.4 The Exercise Application shall be in such form as may be prescribed in this regard and the Compensation Committee may determine the procedure for Exercise from time to time.

9 Event of death/permanent incapacity of the Eligible Employee who has been Granted Options

9.1 Notwithstanding anything contained herein, in case of the death or permanent incapacity of any Eligible Employee whilst in the service of the Company, the Options Granted but not Vested in that Eligible Employee shall Vest immediately (i) in case of death in the person(s) nominated by such Eligible Employee or if nobody is so nominated in his / her legal heir or successor; and (ii) in case of permanent incapacity in the Eligible Employee himself.

9.2 In case of the death of any Eligible Employee whilst in the service of the Company, the Options shall be Exercisable by the person(s) nominated by such Eligible Employee and such Exercise shall be effected within the time stipulated in the Letter of Grant/Letter of Vesting in accordance with clause 8.1. The mode of nomination would be intimated by the Company,

9.3 In case of the death of any Eligible Employee who has not nominated any person(s), the Options Granted but not Vested will Vest in and shall be Exercisable by the legal heir(s)/ successor(s) of the deceased Eligible Employee within such time as is stipulated in the Letter of Grant/Letter of Vesting provided however that the legal heir(s) / successor(s) shall be required to produce to the Company all such documents / indemnities as may be required by the Company to prove the succession of the assets of the deceased Eligible Employee. In case the proof of succession is not produced to the Company within two years from the date of death of the Eligible Employee or such further time as the Compensation Committee may permit in its absolute discretion, the Options shall lapse and shall be available for grant by the Compensation Committee to any other Eligible Employee(s) as it may deem fit in its absolute discretion.

9.4 Subject to anything contrary provided in the SEBI SBEB Regulations, the terms and conditions of Vesting and Exercise provided in this ESOP-2016 (including under Clauses 7 and 8 herein), shall mutatis mutandis, apply to the Vesting and Exercise of Options referred to in this Clause 9, unless the Compensation Committee / Chairman of the Company decides otherwise.

10 Event of termination of service of the Eligible Employee who has been Granted Options

10.1 Due to resignation of the Employee

In case of termination of the services of the Eligible Employee due to resignation, the Options Granted but not Vested shall automatically lapse forthwith on submission of the resignation by the Employee, unless the Chairman of the Company decides otherwise. However, the Options Vested but not Exercised by an Eligible Employee who has resigned from the services of the Company can be Exercised by such Eligible Employee, provided such Eligible Employee does not engage in any capacity with any company or entity which is in similar business as that of the Company. The decision of the Chairman of the Company in this regard shall be final. All Options Vested and eligible for being exercised shall be exercised by the resigned Eligible Employee within 15 days from the date of the resignation, unless the Compensation Committee/Chairman of the Company decides otherwise.

10.2 Due to dismissal or discharge of the Employee

In case of termination of the services of the Eligible Employee due to dismissal or discharge, the Options Granted but not Vested and the Options Vested but not Exercised shall, subject to any provision to the contrary in the SEBI SBEB Regulations, automatically lapse forthwith on the Eligible Employee being dismissed or discharged.

In case the Compensation Committee, at any time during the currency of this ESOP-2016, determines that any Employee is liable for misconduct or violation of any policies or Codes of the Company by any Employee, the Compensation Committee will have the right (on recommendation to that effect by the management) to cancel the Options Granted but not Vested and the Options Vested but not Exercised by such Employee. The determination by the Compensation Committee as aforesaid would be final for the purpose of this ESOP-2016.

In certain extraordinary circumstances where any Eligible Employee has committed any act or omission which in the sole discretion and opinion of the management amounts to an act of moral turpitude and/or has resulted in loss of confidence, management will be within its rights to recommend the cancellation of the Options Granted but not Vested and the Options Vested but not Exercised with respect to such Eligible Employee to the Compensation Committee. It is further clarified for the purpose of this Clause that the right of recommendation and deciding whether such an act or omission has occurred will be the sole discretion of the management without necessitating and/or undertaking any enquiry or investigation with respect to such matter.

10.3 Due to retirement of the Employee

The cessation of employment due to retirement or superannuation shall not be covered by this clause and such options, granted to an employee would continue to vest in accordance with the respective vesting schedules even after retirement or superannuation in accordance with the company's policies and the applicable law.

10.4 Long Leave

In the case any Eligible Employee is on long leave, the said employee may be eligible, at the discretion of the Compensation Committee, for grant of options notwithstanding the fact that he is on Long Leave at the time of grant of options. The said employee shall be treated as an employee at par with other Eligible Employees and all the provisions of ESOP-2016 shall be applicable to the said employee.

11 Exercise Price

The Exercise Price shall be Re. 1/- per Option or such other higher price as may be fixed by the Board or Compensation Committee.

12 Suspended Employee and Employees under enquiry

The Options Granted but not Vested and the Options Vested but not Exercised in case of an Eligible Employee who has been suspended from the services of the Company or to whom a show cause notice has been issued or against whom an enquiry is being or has been initiated for any reason whatsoever including but not limited to misconduct, violation of policies or codes of the Company or for having committed or abetted any illegal or unlawful activity may, on the recommendation of the management, be suspended or kept in abeyance or cancelled at the sole discretion of the Compensation Committee. In case of options that have been suspended or kept in abeyance, the same may be vested in the concerned Eligible Employee on such additional terms and conditions, as may be imposed by the Compensation Committee in its absolute discretion. Cancelled Options, if any, shall be ploughed back to the stock inventory of lapsed Options and shall be available for grant, as provided under Clause 20 of this ESOP 2016.

13 Shareholder's approval

This ESOP-2016 has been framed in terms of the approval of the shareholders of the Company granted through Postal Ballot on 31st March, 2016.

14 Transferability of Shares

There will be no restriction on transferability of the Shares, which may be issued / allotted on Exercise of the Options Granted pursuant to this Plan. However the Options granted to the Eligible Employee shall not be transferred to any person.

15 Lock-in period

There will be no lock-in period in respect of the Shares, which may be issued / allotted on Exercise of the Options Granted pursuant to this Plan.

16 Recovery of Applicable Taxes

In accordance with the provisions of this Plan , if any Fringe Benefit Tax or withholding tax or any other tax, howsoever, (referred to as “Applicable Taxes”) becomes payable by the Company in respect of Options Granted pursuant to this Plan , the same shall be reimbursed by the Option Grantees to the Company at the time of exercise of Options. The amount would be as intimated to the Eligible Employees while issuing the Letter of Vesting, or subsequent thereto.

17 Other Conditions

- 17.1** The Eligible Employee shall not, directly or indirectly, sell, pledge, assign, hypothecate or otherwise transfer or dispose of (hereinafter collectively referred to as 'alienation') all or any unexercised portion of the Options or the rights and benefits attached thereto. The Company shall not recognize any alienation done in violation of this condition. Subject to the provisions of this ESOP-2016, no person other than the Eligible Employee to whom the Options are granted shall be entitled to Exercise the Options.

In the event that an Eligible Employee who has been granted benefits under this Plan is transferred or deputed to an associate company prior to vesting or exercise, the vesting and exercise as per the terms of grant shall continue in case of such transferred or deputed employee even after the transfer or deputation.

- 17.2** The Company will not be obliged to sell, issue or allot any Shares upon Exercise of the Options or otherwise unless the issuance and delivery of such Shares complies, in the judgment of the Company, with all the relevant provisions of applicable law and other legal regulations, including but not limited to, any applicable securities laws and the requirement of any stock exchange where the Shares of the Company are listed.

- 17.3** In the event of the Company issuing any Shares or other benefits (other than the dividends declared and/or paid) to the existing shareholders at any time after the date of the Grant of Options to the Eligible Employees or in case of other corporate actions like rights issues, bonus issues, merger, sale of division etc., the Compensation Committee, at its sole discretion, will have the right to adjust the number of Options and/or alter the Exercise Price in respect of Options which are not Exercised to ensure that similar benefits accrue to the Eligible Employees to whom the Options are Granted.
- 17.4** The followings general provisions shall apply to the options granted pursuant to this Plan:
- (i) Neither the Eligible Employee nor any person claiming under or through the Eligible Employee will have any of the rights or privileges of a shareholder of the Company (including the right to receive any dividends or to vote at any meeting of the Company) in respect of any Shares to be issued upon Exercise of the Options unless and until certificates representing such issues have been issued and delivered or, if the Shares may be held in dematerialized form, unless appropriate entries evidencing such transfer is made in the register of Members of the Company/Statement of Beneficial Position maintained by the Depositories.
 - (ii) Subject to the limitations in this ESOP-2016 on the transferability by the recipient of the Option and any Shares issued pursuant thereto, this ESOP-2016 and all the terms of Grant of the Options will be binding and inure to the benefit of the successors and assigns of the Options Grantees.
- 17.5** In the event of any change in the constitution of the Company, change of control of the Company, re-structuring of the Company including but not limited to, merger, de-merger, spin-off, reverse merger, subsidiarisation, amalgamation, etc of any other entity with the Company, the Options Granted herewith shall Vest forthwith subject to the minimum time for Vesting prescribed under SEBI SBEB Regulations . In such an event the Compensation Committee would have the authority to alter all or any of the terms relating to the Grant of this ESOP-2016 in general and would also have the authority to do all such acts, deeds, matters and things as it may deem fit in its absolute discretion and as permitted under law, so as to ensure that the benefits under the Grant are passed on to the Eligible Employees. The Compensation Committee shall take appropriate actions to ensure that total value of the Options remains the same after the aforesaid corporate actions and in this regard shall if necessary, issue fresh Options/shares of the

holding/subsidiary companies of the Company and/or resultant entities emerging due to such corporate actions.

- 17.6** All Shares of the Company allotted consequent to Exercise of Options shall rank *pari-passu* with the existing Shares of the Company.
- 17.7** The liability of paying taxes, if any, on the Options Granted pursuant to this ESOP-2016 and the Shares issued pursuant to Exercise of Options shall be entirely on the Employees and shall be in accordance with the provisions of Income-tax Act, 1961 and the Rules framed thereunder. In the event of any amendments or modifications to the provisions of the Income-tax Act, 1961 and/or the Rules framed thereunder, as existing on the date of this ESOP-2016, the Compensation Committee shall have the power to amend or modify this ESOP-2016, without consent of the Employees or the Shareholders, as the case may be in order to ensure that the Company is in the same position as it would have been had the amendments or modifications in the Income Tax Act, 1961 and/or the Rules framed thereunder have not been made.
- 17.8** Each Employee and the Compensation Committee shall ensure that there is no violation of the provisions of (a) Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended, (b) other applicable restrictions for prevention of fraudulent and/or unfair trade practices relating to the securities market.
- 17.9** The Option granted to the Eligible Employee shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

18 Procedure of Granting, Vesting and Exercising

18.1 Granting

The Compensation Committee would authorize an official of the Company to issue letters to all the Eligible Employees who have been Granted options, intimating the number of options Granted and the conditions subject to which the Options are Granted, within such time from the date of Grant as it may deem fit.

18.2 Vesting

In case the Eligible Employee complies with all the pre- Vesting conditions, an authorized official of the Company would issue a letter to such Eligible Employee intimating the number of Options Vested. The process of Vesting is complete only upon

receipt of such letter by the Eligible Employee. Along with such intimation, the Eligible Employee would be given a format of Exercise Application to be used by him for exercising the Options.

18.3 Exercise

An Eligible Employee wishing to Exercise the Options Vested in him, shall have to submit the Exercise Application (in the specified format which would be sent to him along with the Letter of Vesting) to such official(s) of the Company as may be intimated in the said Letter of Vesting.

- (a) An Eligible Employee shall have to pay the Exercise Price and Applicable Taxes and the Eligible Employee should submit the Exercise Application to the Company along with a Cheque / Demand Draft for the Exercise Price and the Applicable Taxes amount being the number of Options Exercised multiplied by the Exercise Price plus Applicable Taxes per Option. Such Cheque / Demand Draft should be in favour of – 'Pidilite Industries Limited ESOP-2016', drawn on any bank payable in Mumbai.
- (b) The Options Vested in the Eligible Employees may be Exercised by them within the Exercise Period at one time or in such number of tranche(s) as they may desire.
- (c) For all Options Exercised in the first half of the month, allotment of Shares will be made by the end of the month and for Options Exercised in the second half of the month, the allotment of Shares will be made by the 15th of the following month. Credit of allotted Shares to the depository account would be given within 5 working days from the date of allotment and the application for listing the said Shares would be made to the BSE Ltd. and the National Stock Exchange of India Limited within 5 working days from the date of credit of Shares. The period aforesaid for grouping of Exercise and allotment of Shares would be subject to review by the Compensation Committee / Chairman of the Company from time to time. It is important to note that allotted Shares can be sold only after the same are listed on the stock exchanges.

18.4

The amount paid by the employee, if any, at the time of grant, vesting or exercise of option— (a) may be forfeited by the company if the option is not exercised by the employee within the exercise period; or (b) may be refunded to the employee if the options are not vested due to non-fulfilment of conditions relating to vesting of option as per the ESOS.

19 Interpretation

Any dispute, discrepancy or disagreement which shall arise under, or as a result of, or pursuant to, or in connection with this ESOP-2016 shall be referred to the Compensation Committee and shall be determined by the Compensation Committee and any such determination/ decision/ interpretation by the Compensation Committee shall be binding on all persons affected thereby.

20 ESOP-2016 subject to regulations

The ESOP-2016 shall be subject to regulatory provisions as also the rules framed by the Company for its Employees, as may be applicable from time to time.

The ESOP-2016 shall at all times, comply with the provisions of laws relating to Employee Stock Options, including, without limitation to, the Companies Act, 2013 and includes any statutory modifications or re-enactments thereof, Securities Exchange Board of India Act, 1992, the Securities Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, Foreign Exchange Management Act, 1999 and the regulations issued there under along with the amendments made thereto, and all relevant tax, securities, exchange control or corporate laws of India or any relevant jurisdiction or of any stock exchange on which the shares are listed or quoted (collectively referred to as the "Applicable Laws").The Grant of Option and its conversion to Shares under this ESOP-2016 shall entitle the Company to require the Employee to fully comply with such requirement of all such Applicable Laws may be necessary. In the event of any variation between the provisions of the ESOP-2016 and the Applicable Law, the provisions of Applicable Laws shall prevail over the ESOP-2016 and the provisions of the ESOP-2016 shall be deemed to have been amended so as to be read in consonance with the Applicable Laws.

21 Lapsed Options

Options, if any, lapsed under ESOP-2016, shall be available for Grant, at the sole discretion of the Compensation Committee to such Employees, whether or not on the rolls of the Company as on the effective date of ESOP- 2016 whether under the present ESOP-2016 or under a new Plan, subject to compliance of the provisions of SEBI SBEB Regulations. The terms relating to Exercise Price, Exercise Period, Vesting etc. in respect of such lapsed Options granted, as aforesaid, will be determined by the Compensation Committee at the time of Grant as it may deem fit in its absolute discretion.

22 Right to modify the ESOP-2016

The Compensation Committee will at its absolute discretion (but subject to obtaining all approvals as may be required) have the right to modify / amend the ESOP-2016 in such manner and at such time or times as it may deem fit, subject however that any such modification / amendment shall not be detrimental to the interest of the Option Grantees/Employees.

23 Effective date and duration of the ESOP-2016

The ESOP-2016 shall be deemed to have come into force on the 5th April, 2016 (“the effective date”).

The Plan - shall remain in effect until (i) all Options Granted under ESOP-2016 have been Exercised; (ii) all Options granted under ESOP-2016 have expired by reasons of lapse of time or otherwise and the Compensation Committee does not intend to reissue these lapsed Options, or (iii) on expiry of period of 15 years from the effective date of this ESOP-2016, whichever is earlier.

24 Confidentiality

Eligible Employees shall keep the details of the Options Granted to them strictly confidential and shall not share /disclose the said details with/to any other Employee. In case of non-adherence to the provisions of this Clause, the Compensation Committee will have the authority to deal with such cases as it may deem fit in its absolute discretion.

25 No Right to an Award

Neither the adoption of the ESOP-2016 nor any action of the Compensation Committee shall be deemed to give an Employee any right to be Granted any Option to acquire Shares or to any other rights except as may be evidenced by a Letter of Grant/Letter of Vesting.

26 Method to be used by the Company to value its Options - Fair Value or Intrinsic Value

The Company shall follow the intrinsic value method for computing the compensation cost for the Options Granted. The difference between the compensation cost so calculated and the compensation cost that would have been recognized if the Company had used fair

value method and its impact on the profits and earnings per share shall be disclosed in its Directors' Report.

27 Listing of shares

Subject to the approval of the Stock exchanges, the Shares issued and allotted on Exercise of the Options shall be listed on the BSE Ltd (BSE) and the National Stock Exchange of India limited (NSE) and such other stock exchanges on which the Shares of the Company are listed

28 Conformation to the accounting policies specified in SEBI SBEB Regulations

The Company shall follow applicable accounting and disclosure requirements, including the disclosure requirements prescribed under SEBI SBEB Regulations.

29 No Employment Rights Conferred

Nothing contained in the ESOP-2016 or in any Grant made hereunder shall:

- (i) confer upon any Employee any right with respect to continuation of employment or engagement with the Company, or
- (ii) interfere in any way with the right of the Company to terminate employment or services of any Employee at any time.

30 Tax Deduction at Source

The Company shall have the right to deduct / recover, in connection with all Grants, all taxes, as applicable, required by law to be deducted at source and to require any payment necessary to enable it to satisfy such obligations.

The Option Grantee and/or holder of Shares will authorise the Company or its nominee to sell such number of Shares as would be necessary to discharge the obligation in respect of tax deduction at source and appropriate the proceeds thereof on behalf of the Employee.

31 No Restriction on Corporate Action

The existence of the ESOP-2016 and the Grants made hereunder shall not in any way affect the right or the power of the Board of Directors or the shareholders of the Company to make or authorise any change in capital structure; including any issue of shares, debt or other securities having any priority or preference with respect to the Shares or the rights thereof or from making any corporate action which is deemed to be appropriate or in its best interest, whether or not such action would have an adverse effect on the ESOP-2016 or any Grant made under the ESOP -2016. No Employee or other person shall have any claim against the Company as a result of such action.

32 New Plans

Nothing contained in the ESOP-2016 shall be construed to prevent the Company directly or otherwise, from implementing any other new plan for granting stock options and/or share purchase rights, which is deemed by the Company to be appropriate or in its best interest, whether or not such other action would have any adverse impact on the ESOP-2016 or any Grant made under the ESOP-2016. No Employee or other person shall have any claim against the Company as a result of such action.

33 ESOP-2016 severable

In the event that any term, condition or provision of this ESOP-2016 being held to be violation of or contrary to, any applicable law, statute or regulation the same shall be severable from the rest of this ESOP-2016 and shall be of no force and effect and this ESOP-2016 shall remain in full force and effect as if such term condition or provision had not originally been contained in this ESOP-2016.

34 Arbitration

All disputes arising out of or in connection with the ESOP-2016 or the Grant shall be referred to for arbitration to a single Arbitrator to be appointed by the Company. The arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Mumbai, India.

35 Governing Laws

The ESOP-2016 shall be construed in accordance with the laws of India and subject to the jurisdiction of Court in Mumbai, India only.

(Last Amended: 25th January, 2022)