

EMPLOYEE STOCK OPTION SCHEME 2019

JASH ENGINEERING LIMITED

1 EMPLOYEE STOCK OPTION SCHEME AND ITS OBJECTIVES

- 1.1 This Employee Stock Option Scheme shall be called the 'Jash Engineering Employee Stock Option Scheme 2019' ("JASH Scheme 2019").
- 1.2 The Company has considered that an employee stock option scheme will foster a sense of ownership and belonging amongst employees. Accordingly, JASH Scheme 2019 will align the interests of the employees with those of the Company and its shareholders and provide an opportunity to employees to participate in the growth of the Company and thereby creating long-term wealth for mutual benefit.
- 1.3 Pursuant to JASH Scheme 2019, stock options shall be granted to certain employees, officers and directors of the Company and holding (if any in future) and subsidiary company(ies), if any in India or abroad. In order to be considered eligible for grant of stock options, the employees shall have to satisfy the eligibility criteria as per Applicable Laws.

2 DEFINITIONS AND INTERPRETATION

In this document, the following expressions including their grammatical variations or cognate expressions shall, where the context so admits, have the following meaning:

- 2.1 'Applicable Laws' means all laws governing the JASH Scheme 2019 including without limitation to the Companies Act, 2013, SEBI (Share Based Employees Benefit) Regulations, 2014 (SEBI (SBEB) Regulations), relevant tax, securities, exchange control laws of India and rules of any stock exchange on which Shares are listed.
- 2.2 'Board/Board of Directors' means the Board of Directors of the Company as constituted from time to time.
- 2.3 'Company' means Jash Engineering Limited, having its registered office at 31, Sector-C, Sanwer Road, Industrial Area, Indore Madhya Pradesh – 452 015, India.
- 2.4 'Companies Act, 2013' means the Companies Act, 2013 and rules made there under and includes any statutory modifications or re-enactments thereof.
- 2.5 'Compensation Committee' means Nomination and Remuneration Committee of the Company as constituted by the Board of Directors in their meeting held on 28 May 2019 comprising of such members of the Board as required under Section 178 of the Companies Act, 2013.

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
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- 2.6 **'Corporate Action'** means a change in the capital structure of the Company as a result of re-classification of Shares, sub-division of Shares, consolidation, issue of bonus Shares, conversion of Shares into other shares or securities of the Company and any other change in the rights or obligations in respect of Shares, issue of Shares on rights basis and any other form of equity share issuance.
- 2.7 **'Employee'** means:
- 2.7.1 a permanent employee of the Company who has been working in India or outside India; or
 - 2.7.2 a director of the Company, whether a whole-time director or not **but excluding an independent director**; or
 - 2.7.3 an employee as defined in clauses (a) or (b) of any subsidiary, in India or outside India, or of a holding company of the company but does not include- (i) an employee who is a promoter or a person belonging to the promoter group; or (ii) a director who either himself or through his relative or through anybody corporate, directly or indirectly, holds more than 10% of the outstanding equity shares of the Company.
- 2.8 **'Exercise'** means making of a written application by an Employee to the Company or to the Trust for the issue of Shares, against vested Options in pursuance of JASH Scheme 2019 under Part A of SEBI (SBEB) Regulations.
- 2.9 **'Exercise Date'** means the date on which an Option Grantee elects to Exercise the Options that have Vested.
- 2.10 **'Exercise Period'** means the time period after Vesting within which an Option Grantee should exercise his right to apply for Shares against the vested Options.
- 2.11 **'Exercise Price'** means the price, if any, payable by the Option Grantee for the Exercise of vested Options during the Exercise Period. Compensation Committee, at its discretion, shall determine the Exercise Price at the time of Grant of Options.
- 2.12 **'Grant'** means the process by which the Company issues Options, Shares or other benefits under JASH Scheme 2019.
- 2.13 **'Grant Date'** means the date on which Compensation Committee approves the Grant.
- 2.14 **'Holding Company'** means a holding company as defined under the Companies Act, 2013 and as altered from time to time.
- 2.15 **"Market Price"** means the latest available closing price of the Shares on the date immediately prior to the Relevant Date on a Recognized Stock Exchange. If Shares are listed on more than one stock exchange, then the closing price on the stock exchange having higher trading volume shall be considered as the Market Price.

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

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- 2.16 **'Option'** or **'Stock Option'** means a right but not an obligation granted to an eligible Employee to purchase or subscribe to Shares or any Resultant Shares in pursuance of JASH Scheme 2019 upon Exercise.
- 2.17 **'Option Grantee'** means an eligible Employee who has been granted stock Options pursuant to JASH Scheme 2019 (and where the context so requires includes his legal heirs and/or designated nominee/beneficiary).
- 2.18 **'Promoter'** shall have the same meaning assigned to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirement) Regulations, 2009, as amended.
- 2.19 **'Promoter Group'** shall have the same meaning assigned to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirement) Regulations, 2009, as amended.
- Provided that where the Promoter or Promoter Group of a Company is a Body Corporate, the promoters of the Body Corporate shall also be deemed to be Promoters of such Company.
- 2.20 **'Recognized Stock Exchange'** means stock exchange in India recognized by Securities Board and Exchange Board of India or stock exchange outside India recognized by similar regulatory authorities of the countries outside India.
- 2.21 **'Relative'** shall have the same meaning as defined under section 2(77) of the Companies Act, 2013.
- 2.22 **'Relevant Date'** means:
- 2.22.1 in the case of grant, the date of the meeting of the compensation committee on which the grant is made; or
- 2.22.2 in the case of exercise, the date on which the notice of exercise is given to the company or to the trust by the employee;
- 2.23 **'Resultant Shares'** means the equity shares issued in lieu of Shares of the Company on any Change in Capital Structure or on any Corporate Action as mentioned in JASH Scheme 2019.
- 2.24 **'Share'** means equity shares of Rs. 10 each fully paid-up of the Company or any other securities of the Company that are convertible into equity shares.
- 2.25 **'Subsidiary'** means a subsidiary of the Company as defined under the Companies Act, 2013.
- 2.26 **'Trust'** means the irrevocable **JASH GROUP EMPLOYEES ESOP TRUST** created and established under the Indian Trusts Act, 1882 for holding the Shares for the benefit of the eligible Employees in accordance with the terms and conditions of JASH Scheme 2019.

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- 2.27 **'Trustees'** means the trustees of the Trust for the time being and persons nominated/appointed as such from time to time by the Board of Directors of the Company and to perform such actions and deeds as stipulated in the Trust deed.
- 2.28 **'Vesting'** means the process by which the eligible Employee becomes entitled to receive the benefit of Grant made to him pursuant to JASH Scheme 2019.
- 2.29 **'Vesting Period'** means the period during which Vesting of the granted Option granted to the eligible Employee, in pursuance of JASH Scheme 2019 takes place.

3 EFFECTIVE DATE

- 3.1 JASH Scheme 2019 shall be deemed to come into effect on and from the date it is approved by the shareholders of the Company through a special resolution.

4 ROLE OF COMPENSATION COMMITTEE

- 4.1 The Board of Directors has constituted the Compensation Committee whose terms of reference include administration and superintendence of JASH Scheme 2019. The Compensation Committee shall, *inter alia*, formulate the detailed terms and conditions of JASH Scheme 2019.
- 4.2 The Compensation Committee shall frame policies and procedures to ensure that there is no violation of securities laws, amended from time to time, including Securities Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities Exchange Board of India (Prohibition of Fraudulent Unfair Trade Practices relating to the Securities Market) Regulations, 2003 etc.
- 4.3 Compensation Committee may determine the class of Employees eligible for participating in JASH Scheme 2019. Relevant criteria for determining eligible Employees shall include but not be limited to grade/role/designation of the Employee, length of service with the Company and holding company (if any in future) and subsidiary company(ies), if any; contribution to overall performance, performance of profit center/division to which he/she belongs, future potential of the Employee etc. and/or such other criteria that may be determined by the Compensation Committee at its sole discretion from time to time.
- 4.4 The terms of reference of Compensation Committee shall be as determined by the Board from time to time and shall include but not be limited to the following:
- 4.4.1 eligibility criteria for grant of Options;
 - 4.4.2 quantum of Options to be granted under JASH Scheme 2019;
 - 4.4.3 terms and conditions in respect of Grant to, vest in and exercise of Options by the Employees which may be different for different classes of employees falling in the same tranche of grant of Options issued under Scheme;

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4.4.4 approving forms etc. for use in pursuance of JASH Scheme 2019.

- 4.5 The Compensation Committee may impose any additional terms and conditions or restrictions with regard to Options as it may determine in its absolute discretion, subject to provisions of the Applicable Laws, provided such additional terms and conditions are not detrimental to the interests of the Employees.

5 CREATION AND FUNDING OF TRUST

- 5.1 For the purposes of implementing JASH Scheme 2019, the Company shall establish an irrevocable Trust.
- 5.2 The Trust shall hold the Shares, for and on behalf of the eligible Employees, in accordance with the terms and conditions of JASH Scheme 2019. The Trust shall hold the funds and other assets of the Trust for the benefit of the Employees in accordance with JASH Scheme 2019.
- 5.3 The Trust shall acquire Shares by way of either fresh allotment from the Company or from the secondary market. The Trust shall utilize such Shares for the purpose of transferring them to the Option Grantees upon Exercise of the Options under JASH Scheme 2019.
- 5.4 All transactions done by the Trust will be at arm's length basis.
- 5.5 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.
- 5.6 The Trustees of a 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.
- 5.7 For the purposes of disclosures to the stock exchange, the shareholding of the Trust shall be shown as 'non-promoter and non-public' shareholding.
- 5.8 For the purpose of acquisition of Shares by the Trust, the Trust maybe funded by the Company or the Company may facilitate financial assistance through a financial institution, through a loan or any other form of financial assistance (with or without security) as permissible under Applicable Laws. The Company shall comply with the provisions of Companies Act, 2013 read with Companies (Share Capital and Debenture) Rules, 2014 for administration and implementation of Scheme through Trust.

6 ADMINISTRATION

- 6.1 Since JASH Scheme 2019 will be implemented through the Trust, the Compensation Committee shall delegate administration of JASH Scheme 2019 to the Trust.
- 6.2 The Trust shall administer JASH Scheme 2019 under the guidance, advice and direction of the Compensation Committee.

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- 6.3 The re-purchase of any Shares, whether from eligible Employees, ex-employees, or any other personnel whom the Grant was offered shall be based on the recommendations and suggestions of the Trustees, who will seek the requisite approval from the Compensation Committee for all such transactions and keep the Compensation Committee informed of such actions.
- 6.4 The Trustees will act as custodians of the matters and issues relating to and arising out of finances and Shares available with the Trust.

7 VARIATION OF TERMS

- 7.1 The Company shall not vary the terms of JASH Scheme 2019 in any manner, which may be detrimental to the interests of the eligible Employees. Provided that the Company shall be entitled to vary the terms of JASH Scheme 2019 to meet any regulatory requirements.
- 7.2 The Company may by a special resolution approved in a general meeting, vary the terms of the JASH Scheme 2019, provided such variation is not prejudicial to the interest of the eligible Employees.


8 SIZE OF JASH SCHEME 2019

- 8.1 **Option Pool.** A maximum of 575,000 Options shall be available for being granted to eligible Employees under JASH Scheme 2019. Options shall be convertible into Shares in the ratio of 1:1, i.e., 575,000 Options shall result in 575,000 Shares assuming full exercise of all Options issued pursuant to JASH Scheme 2019. The maximum number of Option granted per Employee shall not exceed 5,75,000 options i.e. 4.85% of total shares as on 31 March 2019.
- 8.2 **Secondary Acquisition Ceilings**
- 8.2.1 The total number of Shares under secondary acquisition held by the Trust shall at no time exceed 5% of the 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.
- 8.2.2 The number of Shares of the Company that can be acquired by the Trust from the secondary market in any financial year shall not exceed 2% of the paid-up equity shares of the Company as at the end of the previous financial year.
- 8.2.3 The above limits shall automatically include within their ambit the expanded capital of the Company where such expansion has taken place on account of Corporate Action including issue of bonus shares, split or rights issue.
- 8.2.4 In case, the Company establishes multiple trusts and schemes, the aforesaid ceiling limit shall be applicable for all such trusts and schemes taken together at the company level and not at the level of individual trust or scheme.

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- 8.2.5 The above ceiling limits will not be applicable where shares are allotted to the trust by way of new issue or gift from promoter or promoter group or other shareholders.
- 8.3 In the event that the Options, Shares granted under any of the Schemes exceeds the number of Shares that the Trust may acquire through secondary acquisition, then such shortfall of Shares shall be made up by the Company through new issue of Shares to the Trust in accordance with the provisions of new issue of shares under the Applicable Laws.
- 8.4 The un-appropriated inventory of Shares which are not backed by Grants, acquired through secondary acquisition by the Trust for JASH Scheme 2019, shall be appropriated within a reasonable period which shall not extend beyond the end of the subsequent financial year.
- 8.5 The Trust shall be required to hold the Shares acquired through secondary acquisition for a minimum period of six months except where they are required to be transferred in the circumstances enumerated in clause Regulation 3(14)(b) of SEBI (SBEB) Regulations, whether through off- market or on the platform of stock exchange.
- 8.6 The Trust shall be permitted to undertake off-market transfer of shares only in case of transfer to the Employees pursuant to JASH Scheme 2019.
- 8.7 The Trust shall be permitted to participate in open offer under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or when participating in buy-back, delisting or any other exit offered by the Company in accordance with applicable securities regulation.
- 8.8 The Trust shall not become a mechanism for trading in shares and hence shall not sell the Shares in secondary market except under circumstances as prescribed at Regulation 3(15) of SEBI (SBEB) Regulations.
- 8.9 The Trust shall be required to make disclosures and comply with the other requirements applicable to insiders or Promoters under the SEBI (Prohibition of Insider Trading) Regulations, 1992 or any modification or re-enactment thereto.

9 EXERCISE PRICE

- 9.1 The Compensation Committee shall have the discretion to determine the Exercise Price in conformity with the applicable accounting policies as specified at Regulation 15 of SEBI (SBEB) Regulations.
- 9.2 Exercise Price shall become payable by the Option Grantee, at the time of Exercise of Option, and not on its Grant.
- 9.3 The exercise price for the purpose of grant of options shall be 20% (twenty percent) discount on the closing market price one day prior to the date of grant on the stock exchange where the equity shares of the Company is registered.

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10 GRANT OF OPTIONS

- 10.1 Grant shall be in writing and shall specify the number of Options granted, the Exercise Price payable for exercising the Options, the Vesting schedule and any conditionalities imposed in this regard. Grants shall be made by the Compensation Committee.
- 10.2 Any eligible Employee who wishes to accept the Grant must deliver to the Company a duly signed acceptance of the 'Letter of Grant' on or before the specified date as mentioned in the Letter of Grant and in any case within 60 days from the Grant Date. On receipt by the Company of the signed acceptance, the eligible Employee shall become an Option Grantee.
- 10.3 Options granted to an eligible Employee are not transferable to any other person.
- 10.4 To the extent possible, Options shall be granted in lots of at least 100 Options.
- 10.5 Options granted shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner and any attempt in respect thereof shall be *void ab initio*.
- 10.6 No person, other than the eligible Employee to whom the Option is granted, shall be entitled to exercise the Option.
- 10.7 Shares arising upon Exercise of Options shall rank *pari-passu* in all respects with existing fully paid-up equity shares of the Company.
- 10.8 Options can be granted in one or more tranches and on such terms and conditions including the Exercise Price as the Compensation Committee may decide in accordance with the Applicable Laws.
- 10.9 Vested Options lapsed due to non-exercise and/or unvested Options which get cancelled due to resignation/termination of employment of any Option Grantee shall stand forfeited. Such Options shall be returned to the Option pool.
- 10.10 Vested Options may be surrendered at any time before Exercise by addressing a suitable communication to the Compensation Committee and by completing procedure as the Compensation Committee may prescribe. Surrendered Options shall be treated as forfeited as if the same had never been Granted *ab-initio*.


11 VESTING OF OPTIONS

- 11.1 **Vesting Plan.** Vesting period will be decided by the Compensation Committee as and when any Grant takes place. However, there shall be a minimum period of 1 year between Grant and first Vesting.
- 11.2 **Vesting Period.** Subject to the Employee being in continuous employment or unless specifically approved otherwise by the Compensation Committee, Vesting period in respect of any Grant shall be as follows:

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Period from the date of Grant of Stock Options	Percentage of Stock Options that shall vest
End of 12months	10%
End of 24months	20%
End of 36months	30%
End of 48months	40%

11.3 Accelerated Vesting Period.


11.3.1 Notwithstanding anything to the contrary in JASH Scheme 2019, the Compensation Committee shall be entitled in his absolute discretion, to alter the Vesting Date for any Employee, as it may deems fit subject to compliance with the minimum mandatory period of 1 year between Grant and first Vesting.

11.3.2 In case where Options are granted by Company under Scheme in lieu of options held by a person under an employee stock option plan in another company which has merged or amalgamated with the Company, the period during which the Options granted by the transferor company were held by him shall be adjusted against the minimum mandatory period of 1 year between Grant and first Vesting.

11.4 **Lock-In.** Compensation Committee may specify any reasonable lock-in period in respect of Shares issued pursuant to exercise of any Option.

11.5 **Death.** In the event of death of an Option Grantee while in employment, all the Options and any other benefit granted to him under the JASH Scheme 2019 until such date shall vest in the legal heirs or nominees of the deceased employee. The same must be exercised within 3(three) months of the date of death of the Employee.

11.6 **Permanent Incapacity.** In case an Option Grantee suffers a permanent incapacity while in employment, all the Options or any other benefit granted to him under the JASH Scheme 2019 as on the date of permanent incapacitation, shall vest in him on that day. It is clarified that permanent incapacity shall be deemed to arise if the Option Grantee is rendered physically or mentally incapacitated as certified by a registered medical practitioner, such that the said Option Grantee is therefore reasonably expected to be unable to perform his duties as an Employee. The same have to be exercised within 3 (three) months of the cessation of Employment of the Employee due to permanent disability. The Nominee of the disabled Employee shall be intimated about Unvested Options. Nominee shall within 3(three) months from the date of intimation shall apply to the Compensation Committee.

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- 11.7 **Resignation or Termination.** In the event of resignation or termination of an Option Grantee, all the Options or any other benefit granted to him under the JASH Scheme 2019 that are Granted and yet not vested as on that day shall expire. Provided that Compensation Committee in its sole and absolute discretion, may provide relaxations from this condition. In case the Compensation Committee in its sole and absolute discretion has granted any relaxation and the Option Grantee does not exercise his vested Options within 30 days from such resignation or termination, the vested Options shall lapse forthwith without any notice.
- 11.8 **Leave of Absence.** In case an Option Grantee remains on leave for a period in excess of 2 (two) months in any financial year, whether cumulative or otherwise, the Compensation Committee shall have the discretion to suspend or delay the vesting schedule corresponding to such period of absence.


12 EXERCISE OF OPTIONS

- 12.1 **Exercise.** Immediately upon Vesting, the Options shall be eligible for Exercise either in whole or in parts. Options shall be deemed to have been exercised when an Employee submits an application to the Trust or through any other means as decided by the Compensation Committee for the transfer of Shares against the vested Options. The maximum quantum of benefits underlying the Options issued to an employee shall be equal to the difference between the options exercise price and the market price of the shares on the exercise price.
- 12.2 **Exercise Period.** Under JASH Scheme 2019, the Exercise Period for vested Options will be **8 (Eight)** years from the date of Grant of Options. Options not exercised within the Exercise Period shall lapse and the Option Grantee shall have no right over such lapsed Options. The Compensation Committee may at its discretion reduce the Exercise Period on a case to case basis.
- 12.3 An Employee Exercising Options must Exercise at least 100 Options or the total number of unexercised Vested Options, whichever is lower.
- 12.4 An Option Grantee wishing to Exercise the Options Vested in him shall submit an application in the specified format to the Trust before the expiry of the Exercise Period. The Application shall specify the number of Options Exercised and shall be accompanied with a demand draft towards the Exercise Price drawn in favour of the Trust.
- 12.5 Vested Options lapsed due to non-exercise would be available for being re-granted at a future date. Such Options shall be returned to the Option pool.
- 12.6 Subject to the provisions of Applicable Laws, for all Options Exercised, the Trust shall take appropriate steps to transfer the relevant number of Shares as soon as practicable but not later than 60 (sixty) days (or such other period as may be prescribed by Applicable Laws) from date of Exercise and shall thereafter credit the relevant number of Shares to their designated depository account. The period aforesaid for grouping of Exercise and transfer of Shares would be subject to review by the Compensation Committee from time to time.

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- 12.7 The Option Grantees who wish to Exercise the Options will have the right to nominate his/her nominees and can include the names of their spouse, children and/or their parent(s) as the second and third holders of the Shares to be transferred consequent to the Exercise of the Options.

13 DIVIDEND, VOTING RIGHTS AND OTHER RIGHTS


- 13.1 Option Grantee shall not have right to receive any dividend or to vote or in any manner or enjoy the benefits of a shareholders in respect of Options granted until Shares underlying such Options are issued upon Exercise.
- 13.2 Nothing in JASH Scheme 2019 shall confer any right or claim in favour of any person for a Grant.

14 CORPORATE ACTION

- 14.1 Except as hereinafter provided, any Grant made shall be subject to adjustment, by the Committee, at its discretion, as to the number and price of Options or Shares, as the case may be, in the event of 'Corporate Action' as defined herein.
- 14.2 If there is a 'Corporate Action' of the Company before the Exercise of Options, the Employee shall be entitled on Exercise of the Options, to such number of Resultant Shares to which he would have been entitled as if all of the then outstanding Options exercised by him, had been exercised before such 'Change in the Capital Structure' had taken place and the rights under the Options shall stand correspondingly adjusted. In the event of a Bonus Issue, sub-division or consolidation of capital, the Committee, subject to the provisions of applicable laws to the Stock options, shall make fair and reasonable adjustments under JASH Scheme 2019, as it deems fit, with respect to the number of options, exercise price, distribution of sums and make any other necessary amendments to JASH Scheme 2019 for this purpose. The vesting period and life of the options shall be left unaltered as far as possible.
- 14.3 For any other corporate action not mentioned above the treatment of vested as well unvested options, shall be decided by the Committee and the decision of the committee will be final and binding.

15 CONTRACT OF EMPLOYMENT

- 15.1 Nothing in JASH Scheme 2019, or any Options granted under JASH Scheme 2019, shall confer upon the Option Grantee any right to continue to be an Employee for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company.

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
- 15.2 The Company expressly reserves the right, at any time, to terminate the employment of any Employee, free of any liability or claim under JASH Scheme 2019. The rights and obligations of any eligible Employee shall not be affected by participation in JASH Scheme 2019.
- 15.3 JASH Scheme 2019 shall not form part of any contract of employment between the Company or its Holding Company or its Subsidiary(ies) on the one hand and the Employee on the other. The rights and obligations of any Employee under the contract of employment shall not be affected by his/her participation in JASH Scheme 2019 or by any right which he may have to participate in it.
- 15.4 Nothing in JASH Scheme 2019 shall afford any Employee any additional right(s) as to or damages in consequence of the termination of office or employment for any reason whatsoever.
- 15.5 JASH Scheme 2019 shall not confer on any Employee any legal or equitable right against the Company/Committee/Trust either directly or indirectly or give rise to any cause of action in law or equity against the Company / Committee / Trust.

16 GENERAL RISKS

- 16.1 The Company does not guarantee any return on the Exercise Price or any appreciation or loss of value. Any loss due to lower value of Shares shall be borne by the Option Grantee alone.
- 16.2 The Options are subject to the following additional risks:
- 16.2.1 The risk arising out of any fall in value of Shares is aggravated if the Employees' asset allocation is concentrated in the Shares of a single company;
 - 16.2.2 The Options cannot be transferred to anybody. The Employees cannot mitigate their risks by selling the whole or part of their benefits before they are Exercised;
 - 16.2.3 Options may lapse or stand forfeited in accordance with the terms of JASH Scheme 2019;
 - 16.2.4 All investments in Shares or Options are subject to risk as the value may go down or go up. Any change in the value of Share can lead to a significantly larger change in the value of the Options.

17 CERTIFICATE FROM AUDITORS

- 17.1 The Board shall at each annual general meeting place before the shareholders a certificate from the auditors of the Company disclosing the details of the Jash Scheme 2019 being implemented in accordance with SEBI (SBEB) Regulations and in accordance with the resolution of the Company in the general meeting.

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18 TAX LIABILITY

- 18.1 The Option Grantees and the persons acquiring rights to the Options under JASH Scheme 2019 shall be solely liable for any tax liability arising on account of issue or Grant of Options, Exercise of Options under JASH Scheme 2019 or disposal of any Shares acquired pursuant to JASH Scheme 2019.

19 NOTICES

- 19.1 All notices or communications required to be given by the Company/Committee/Trust to the Employee may be sent by email or by courier or by registered post or by hand delivery at such address/email address as may be provided by the Employee to the Company/Committee/Trust.
- 19.2 All notices or communications from the Employee to the Company/Compensation Committee shall be in writing and delivered at the Registered Office of the Company and marked to the attention of Company Secretary.

20 CONFIDENTIALITY


- 20.1 The Employee shall maintain strict confidentiality with regard to every aspect of JASH Scheme 2019, unless the disclosure is required under the Court order or order of any other statutory / regulatory authority or under Applicable Laws.
- 20.2 The Company may require him / her to enter into such additional confidentiality agreement/undertaking as the Company may require, from time to time so as to implement this JASH Scheme 2019 effectively.
- 20.3 Any breach of obligations shall make the Employee liable to forfeit his Options whether Granted, Vested or otherwise.

21 NON-DISPARAGEMENT

- 21.1 Employee agrees not to make any statement that is professionally or personally disparaging about, or adverse to, the interests of the Company, or any of its affiliates, or of its officers, directors, shareholders or employees including, but not limited to, any statement that disparages any person, product, service, financing, financial conditions, capability or other aspects of the business of the Company or any of its officers, directors, shareholders or employees.
- 21.2 Employee further agrees not to engage in any conduct that is intended to or has the result of inflicting harm upon the professional or personal reputation of the Company or any of its officers, director, shareholders or employees.
- 21.3 Any breach of obligations shall make the Employee liable to forfeit his Options whether Granted, Vested or otherwise.

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For Jash Engineering Limited

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Company Secretary

22 GENERAL TERMS

- 22.1 Listing of the Shares under JASH Scheme 2019: The Shares of the Company issued under JASH Scheme 2019 to the eligible Employees shall be listed on the Recognized Stock Exchange(s) where shares of the Company are listed.
- 22.2 Liquidation: In the event of liquidation of the Company, all the Options not granted shall automatically lapse.
- 22.3 Disclosure and Accounting Policies: The Company shall comply with the disclosure and accounting policies prescribed under Applicable Laws and any other authorities concerned, from time to time. The difference between the fair value of the options on the date of grant and the exercise price will be borne by the Company as an expense and amortised over the vesting period. The fair value charge in respect of the stock options granted to Employee(s) of the Subsidiary Company(ies), if any, will be considered as capital contribution to the respective company. The Company shall use the Fair Value Method for valuation of the options granted under Jash Scheme 2019.

23 APPLICABILITY OF MEMORANDUM AND ARTICLES OF ASSOCIATION:

- 23.1 JASH Scheme 2019 and the Shares that may be allotted pursuant to JASH Scheme 2019 shall be subject to the provisions of the Memorandum and Articles of Association of the Company and the Companies Act, 2013.

24 DISPUTE RESOLUTION AND JURISDICTION:

- 24.1 JASH Scheme 2019 shall be subject to requisite approvals and registration requirements under Applicable Laws. The Company shall not be obliged to issue any Shares under JASH Scheme 2019 unless the issuance of such Shares complies with all the Applicable Laws.
- 24.2 Any dispute or differences arising out of or in connection with JASH Scheme 2019 (including the validity or interpretation hereof) shall be settled through arbitration by a sole arbitrator, under the provisions of the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be Indore.
- 24.3 The Parties submit to the jurisdiction of the Courts of Indore.

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For Jash Engineering Limited
Ashwin
Company Secretary