

Windlas Biotech Limited



Windlas Restricted Stock Unit And Performance Stock Unit Plan 2025 ("Windlas Plan 2025"/ "Plan")

Windlas Biotech Limited

CIN: L74899UR2001PLC033407

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1. Name, Objective and Term of the Plan

- 1.1 This Restricted Stock Unit and Performance Stock Unit Plan shall be called '**Windlas Plan 2025**' ("**Plan**").
- 1.2 The objective of the Plan is to attract, retain, motivate and reward the key Employees of the Company for their performance and to motivate them to contribute to the growth and profitability of the Company. The Company views Restricted Stock Units /Performance Stock Units ("**Unit**") as a long-term incentive tool that would enable the Employees not only to become co-owners, but also to create wealth out of such ownership in future resulting to achievement of sustainable corporate growth of the Company.
- 1.3 The Plan is established with effect from **July 28, 2025**, on which the shareholders of the Company have approved the Plan by way of a special resolution and shall continue to be in force until (i) its termination by the Board or Committee as per provisions of Applicable Laws, or (ii) the date on which all of the Units available for Grant under the Plan have been issued and exercised, whichever is earlier.

2. Definitions and Interpretation

2.1 Definitions

- i. "**Applicable Law**" means every law relating to Units, by whatever name called, including and without limitation to the Companies Act, 2013 and the rules framed thereunder, Securities and Exchange Board of India Act 1992 ("**SEBI**"), SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 ("**SBEB & SE Regulations**") and includes any statutory modifications or re-enactments thereof and all relevant tax, securities, exchange control or corporate laws of India or of any relevant jurisdiction or of any recognized Stock Exchange on which the Shares are listed or quoted.
- ii. "**Board**" means the Board of Directors of the Company.
- iii. "**Committee**" means the nomination and remuneration committee constituted by the Board from time to time, to administer and supervise the Plan and other employee benefit plan/schemes, if any, comprising of such members of the Board as provided under Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time and having such powers as specified under the SBEB & SE Regulations read with powers specified in this Plan.
- iv. "**Companies Act**" means the Companies Act, 2013 read with rules issued thereunder from time to time and includes any statutory modifications or reenactments thereof.
- v. "**Company**" means "**Windlas Biotech Limited**", a company registered in India under the provisions of the Companies Act, 1956, having **CIN: L74899UR2001PLC033407** and having its registered office at **40/1, Mohabewala Industrial Area, Dehradun, Uttarakhand, India, 248110**.

- vi. **“Company Policies/Terms of Employment”** means the Company’s Policies for Employees and the Terms of Employment as contained in the employment letter and the company handbook, which includes provisions requiring a desired level of performance, securing confidentiality, non-compete and non-poaching of other employees and customers.

Company policies/ terms of employment of Subsidiary Company(ies) as regards a Unit Grantee on the payrolls of such Subsidiary Company(ies) shall be deemed to be “Company Policies/ Terms of Employment” for such Unit Grantee.

- vii. **“Director”** means a member of the Board of the Company.
- viii. **“Eligibility Criteria”** means the criteria as may be determined from time to time by the Committee for granting the Units to the Employees.
- ix. **“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; or
 - (iii) an employee as defined in clause (i) or (ii) of a Subsidiary, in India or outside India, of the Company including a non-executive director, who is not a Promoter or member of the Promoter Group but excluding an Independent Director;
- but excludes**
- a. an Employee who is a Promoter or belongs to the Promoter Group;
 - b. a Director who either by himself or through his relatives or through anybody corporate, directly or indirectly holds more than 10% of the issued and subscribed Shares of the Company.
- x. **“Exercise”** of a Unit means expression of an intention by an Employee to the Company to purchase the Shares underlying the Units vested in him, in pursuance of the Plan, in accordance with the procedure laid down by the Company for Exercise of Units.
- xi. **“Exercise Period”** means such time period after Vesting within which the Employee should exercise the Units vested in him in pursuance of the Plan.
- xii. **“Exercise Price”** means the price payable by an Employee in order to Exercise the Units granted to him in pursuance of the Plan.
- xiii. **“Grant”** means issue of Units to the Employees under the Plan.
- xiv. **“Grant Date”** means the date of the meeting of the Committee in which Grant of Units to the Employees are approved or any such date which may be determined by the Committee as the Grant date.

Explanation: For accounting purposes, the Grant Date will be determined in accordance with applicable accounting standards.

- xv. **"Independent Director"** means a Director within the meaning of Section 149(6) of the Companies Act read with Regulation 16(1)(b) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.
- xvi. **"Management"** means Managing Director, Joint Managing Director and CEO of the Company jointly or severally. In case of CEO being the grantee, the management shall mean Managing Director, Joint Managing Director jointly or severally.
- xvii. **"Merchant Banker"** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, which is registered under Section 12 of the Securities and Exchange Board of India Act, 1992 (15 of 1992).
- xviii. **"Misconduct"** means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the offer or Terms of Employment amounting to violation or breach of Terms of Employment as determined by the Committee after giving the Employee an opportunity of being heard:
 - (i) dishonest statements or acts of an Employee, with respect to the Company;
 - (ii) any misdemeanour involving moral turpitude, deceit, dishonesty, or fraud committed by the Employee;
 - (iii) gross negligence, Misconduct or insubordination of the Employee in connection with the performance of his duties and obligations towards the Company;
 - (iv) breach by the Employee of any terms of his employment agreement or the Company's policies or other documents or directions of Company;
 - (v) participating or abetting a strike in contravention of any law for the time being in force;
 - (vi) Misconduct as provided under the labour laws after following the principles of natural justice; or
 - (vii) Any other terms and conditions as notified by the Committee from time to time.
- xix. **"Unit"** means Restricted Stock Units or Performance Stock Units within the meaning of the Plan.
- xx. **"Permanent Incapacity"** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Committee based on a certificate of a medical expert identified by the Company.
- xxi. **"Plan"** means and refers to **'Windlas Plan 2025'** defined hereof.

- xxii. **"Promoter"** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended.
 - xxiii. **"Promoter Group"** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended.
- 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.
- xxiv. **"Relevant Date"** means any of the following dates as the context requires:
 - (i) in the case of Grant, the date of the meeting of the Committee on which the Grant is made; or
 - (ii) in the case of Exercise, the date on which the notice of Exercise is given to the Company by the Unit Grantee.
 - xxv. **"Retirement"** means retirement as per the rules of the Company.
 - xxvi. **"Restricted Stock Units" or "Performance Stock Units" or "RSUs or "PSUs"** means a Unit granted to an Employee which gives such Employee the right, but not an obligation, to purchase or subscribe at a future date the Shares underlying the RSUs or PSUs at predetermined price , i.e. face value of Shares of the Company which will vest subject to certain performance conditions as set out in Clause 7 of the Plan .
 - xxvii. **"SBEB & SE Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and reenacted from time to time, and includes any clarifications or circulars issued thereunder.
 - xxviii. **"Secretarial Auditor"** means a company secretary in practice appointed by a company under rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 to conduct secretarial audit pursuant to regulation 24A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
 - xxix. **"Shares"** means equity shares of the Company of face value of **Rs. 5 (Five)** each fully paid-up including the equity shares arising out of the Exercise of Units granted under Plan.
 - xxx. **"Stock Exchange"** means National Stock Exchange Limited or BSE Limited or any recognized other stock exchange in India on which the Company's Shares are listed.
 - xxxi. **"Subsidiary Company"** means any present or future subsidiary company of the Company as defined in Section 2(87) of the Companies Act.
 - xxxii. **"Unit Grantee"** means an Employee who has been granted Units, has accepted such Grant as required under the Scheme and shall deem to include nominee/ legal heir of

Unit Grantee in case of his/her death to the extent provisions of the Scheme are applicable to such nominee/ legal heir.

- xxxiii. **“Unvested Unit”** means a Unit in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Unit Grantee has not become eligible to exercise the Unit.
- xxxiv. **“Vested Unit”** means a Unit in respect of which the relevant Vesting Conditions have been satisfied and the Unit Grantee has become eligible to exercise the Unit.
- xxxv. **“Vesting”** means earning by the Unit Grantee, of the right to Exercise the Unit granted to him in pursuance of the Plan.
- xxxvi. **“Vesting Condition”** means any condition subject to which the Unit granted would vest to a Unit Grantee.
- xxxvii. **“Vesting Period”** means the period during which the vesting of the Units Unit granted to the Employee, in pursuance of the Plan takes place.

2.2 Interpretation

In this Plan, unless the contrary intention appears:

- a) the clause headings are for ease of reference only and shall not be relevant to interpretation;
- b) a reference to a clause number is a reference to its sub-clauses;
- c) words in singular number include the plural and vice versa;
- d) words importing a gender include any other gender; and
- e) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.
- f) for the purposes of any calculation under this Plan any fraction will be rounded up or down to the nearest integer;
- g) reference to any statute, rules, regulations, or notification shall include any amendment, modification, substitution or re-enactment thereof.
- h) the terms defined above, including their grammatical variations and cognate expressions, shall, unless repugnant to the context or meaning thereof, for the purposes of this Plan have the meanings herein specified and terms not defined above shall have the meanings as defined in the Companies Act or Applicable Laws including SBEB & SE Regulations, as the context requires; and
- i) Words / phrases and expressions used and not defined here but defined in the SBEB & SE Regulations, Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Companies Act, and

any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation, as the context requires.

3. Authority and Ceiling

3.1 The shareholders of the Company by way of special resolution dated **July 28, 2025**, approved the Plan authorizing the Committee to grant not exceeding **2.82%** of the paid-up share capital of the Company, i.e. **5,90,250 (Five Lakhs Ninety Thousand Two Hundred and Fifty Only) Units** to the eligible Employees in one or more tranches, from time to time, which in aggregate exercisable into not more than **5,90,250 (Five Lakhs Ninety Thousand Two Hundred and Fifty Only) Shares** of face value of **Rs. 5 (Five)** each fully paid up, with each such Unit conferring a right upon the Employees to apply for one Share in the Company in accordance with the terms and conditions as may be decided by the Committee in accordance with the provisions of this Plan, SBEB & SE Regulations and in due compliance with other Applicable Laws under the Plan. Category of Units to be granted and ratio of RSUs and PSUs will be determined by the Committee for every Eligible Employee.

3.2 The number of Units that may be granted under the Plan per Employee and in aggregate (taking into account all grants) for such Employee, shall not exceed **3,15,000 (Three Lakhs Fifteen Thousand) Units** per eligible Employee.

However, the Committee, pursuant to its resolution dated August 24, 2025, has resolved that the maximum number of Units that may be granted to any eligible Employee per grant per year shall not exceed 2,09,590 (Two Lakh Nine Thousand Five Hundred Ninety) Units.

Further, in case the number of Units per grant is equal to or exceeding 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Units, the Company shall ensure compliance with the provisions outlined in Sub-clause 3.3 of this Scheme and all other Applicable Laws.

3.3 Prior approval of shareholders of the Company in the general meeting by passing special resolution shall be obtained in case the Grant of Units to any identified Employee, in any one financial year, is equal to or exceeding 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Units

3.4 If a Unit expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Units pool as mentioned in Sub-clause 3.1 and shall become available for future Grants, subject to compliance with all Applicable Laws.

3.5 Where Shares are issued consequent upon exercise of a Unit under the Plan, the maximum number of Shares that can be issued under Plan as referred to in Clause 3.1 above shall stand reduced to the extent of such Shares issued.

3.6 In case of a Share split or consolidation, if the revised face value of the Share is less or more than the current face value as prevailing on the date of coming into force of this Plan, the maximum number of Shares being granted under the Plan as specified above shall stand modified accordingly, so as to ensure that the cumulative face value (number of Shares X face value per Share) prior to such Share split or consolidation remains unchanged after such Share split or consolidation.

4. Administration

- 4.1 The Plan shall be administered by the Committee. All questions of interpretation of the Plan or any Unit shall be determined by the Committee and such determination shall be final and binding upon all persons having an interest in the Plan or in any Unit issued thereunder.
- 4.2 The Committee shall in accordance with this Plan and Applicable Laws determine the following:
- (a) The Eligibility Criteria for Grant of Units to the Employees upon recommendation of the Management of the Company;
 - (b) The quantum of the Units to be granted under the Plan per Employee, subject to the ceiling as specified in Para 3.1, 3.2 and 3.3 of the Scheme;
 - (c) the specific Exercise Period within which the Employee should Exercise the Unit and that Unit would lapse on failure to Exercise the Unit within the Exercise Period;
 - (d) the specified time period within which the Employee shall Exercise the Vested Unit in the event of termination or resignation of an Employee;
 - (e) the right of an Employee to Exercise all the Units vested in him at one time or at various points of time within the Exercise Period;
 - (f) the procedure for making a fair and reasonable adjustment to the number of Units and to the Exercise Price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard following shall be taken into consideration by the Committee:
 - (i) the number and the price of Units shall be adjusted in a manner such that total value of the Unit remains the same after the corporate action; and
 - (ii) the Vesting Period and the life of the Units shall be left unaltered as far as possible to protect the rights of the Unit Grantees.
 - (g) the procedure and terms for the Grant, Vesting and Exercise of Units in case of Employees who are on long leave;
 - (h) the conditions under which Units vested in Employees may lapse in case of termination of employment for Misconduct;
 - (i) Determine the procedure for buy-back of Units granted under the Plan if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
 - i) permissible sources of financing for buy-back;
 - ii) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
 - iii) limits upon quantum of Units that the Company may buy-back in a financial year;

- (j) Formulate suitable policies and procedures to ensure that there is no violation of Applicable Laws, in relation to this Plan by the Company and the Employees
 - (k) The procedure for funding for Exercise of Units, as permitted under the Applicable Laws; and
 - (l) approve forms, writings and/or agreements for use in pursuance of the Plan.
- 4.3 The Committee shall also frame suitable policies and systems to ensure that there is no violation of (a) Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended from time to time) (b) Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003 (as amended from time to time) and (c) any other regulation as may be notified by the Securities and Exchange Board of India or any other authority from time to time, by the Company and any Employee.
- 4.4 The Committee shall have a right to delegate or authorize any officer of the Company, if required and subject to the extent allowed under the Applicable Laws, such power to do specific acts and things without limitation to the listing of Shares on recognized Stock Exchange(s) arising pursuant to Exercise of Vested Units, execution and submission of various document(s) to recognized Stock Exchange(s) or any other institution as may be deemed necessary in connection with the Plan.

5. Eligibility and Applicability

- 5.1 Only Employees are eligible for being granted Units under Plan. The specific Employees to whom the Units would be granted, and their Eligibility Criteria shall be determined by the Committee.
- 5.2 The Plan shall be applicable to the Company, and any successor company thereof, Subsidiary(ies) of the Company and Units may be granted to the Employees of the Company and its Subsidiary Company(ies) as determined by the Committee at its sole discretion.

Provided that in case of any Grant to the Employees of the Subsidiary Company, the Company shall obtain prior approval of the shareholders of the Company by way of a special resolution.

- 5.3 The broad criteria for appraisal and selection may include parameters like tenure of association with the Company, performance during the previous years, contribution towards strategic growth, contribution to team building and succession, cross-functional relationship, expected role for the corporate growth, etc.

6. Grant and Acceptance of Grant

6.1 Grant of Units

- (a) Grants contemplated under the Plan shall be made on such day and month as decided by the Committee at its discretion upon recommendation of the Management of the Company.
- (b) Each Grant of Unit under the Plan shall be made in writing by the Company to the

eligible Employees fulfilling the Eligibility Criteria in a letter of Grant as may be approved containing specific details of the Grant, and disclosure requirements, as prescribed under Applicable Laws.

- (c) Upon acceptance of the Grant in the manner described above, the Employee henceforth as a Grantee, shall be bound by the terms, conditions and restrictions of Plan and the letter of Grant. The Grantee's acceptance of the Grant of Units under, Plan within the time period provided, shall constitute an agreement between the Grantee and the Company as to the terms of this Plan and the letter of Grant. No amount would be required to be paid by the Unit Grantee at the time of grant.

6.2 Acceptance of the Grant

Any eligible Employee who wishes to accept the Grant made under this Plan must deliver to the Company a duly signed acceptance of the letter of Grant on or before the date ("**Closing Date**") which shall not be more than 30 days from the date of the Grant, as specified in the letter of Grant. On receipt by the Company of the signed acceptance, the eligible Employee will become a Unit Grantee.

- 6.3 Any eligible Employee who fails to deliver the signed acceptance of the letter of Grant on or before the Closing Date stated above, shall be deemed to have rejected the Grant unless the Committee determines otherwise.

7. Vesting Schedule and Vesting Conditions

- 7.1 Units granted under the Plan shall vest not earlier than the minimum period of **1 (one)** year and not later than the maximum period of **4 (Four)** years from the date of Grant.

Provided that in case where Units are granted by the Company under the Plan in lieu of Units held by a person under a similar Plan in another company ("**Transferor Company**") which has merged or amalgamated with the Company, the period during which the Units granted by the Transferor Company were held by him may be adjusted against the minimum Vesting Period required under this Sub-clause in due compliance with the provisions of SBEB & SE Regulations.

Provided further that in the event of death or Permanent Incapacity of an Employee, the minimum Vesting Period shall not be applicable and in such instances, all the Unvested Units shall vest with effect from date of the death or Permanent Incapacity.

- 7.2 Vesting of Unit would be subject to continued employment with the Company. In addition to this, the Management may also specify certain performance Parameters as mentioned below for each employee, subject to satisfaction of which the Units would vest.

Performance metrics for RSUs: Management may at its discretion, lay down certain criteria including, but not limited to, individual performance of the Employee and adherence to the Company policies subject to the approval of Committee.

Performance metrics for PSUs: The actual number of PSUs to be vested each year for each Unit Grantee shall be based on criteria including but not limited to his / her individual

performance, number of year of service in the company and company performance. Company performance shall be measured through growth in revenue & profits, Cashflow and Return on capital, shareholders' value creation and key initiatives as may be set by Management.

In addition to the parameters mentioned above, grantee's adherence to the Code of Conduct of the Company will also be considered in determining the actual number of PSUs to be vested.

Subject to the approval of Committee and powers vested in it, the decision of the management shall be final and binding in determining actual numbers of PSUs to be vested each year to all Grantees.

- 7.3 The Vesting dates, Vesting Schedule, bifurcation of Units in RSUs or PSUs and Vesting Condition in respect of the Units granted under the Plan shall be determined by the Committee and may vary from employee to employee or any class thereof and / or in respect of the number or percentage of Units to be vested and would be outlined in the document given to the Unit Grantee at the time of Grant of Units. Every grant of RSU /PSU shall be governed by a vesting schedule and such other terms, as determined by the Committee at the time of each grant. The Units will Vest at a rate that is in line with achievement of key individual and organizational performance metrics, as determined by the Committee.

7.4 Vesting of Units in case of Employees on long leave

The period of leave shall not be considered in determining the Vesting Period in the event the Employee is on a sabbatical. In all other events including approved earned leave and sick leave, the period of leave shall be included to calculate the Vesting Period unless otherwise determined by the Committee.

8. Exercise

8.1 Exercise Price

- (a) The Exercise Price per Unit shall be the face value of the Share for both the units, RSUs and PSUs as on the Grant Date.
- (b) The Exercise Price shall be specified in the letter issued to the Unit Grantee at the time of the Grant.
- (c) Payment of the Exercise Price shall be made by a crossed cheque, or a demand draft drawn in favor of the Company or in such other manner as the Company may decide from time to time.

8.2 Exercise Period

(a) Exercise while in employment:

The Exercise Period for vested Units shall be a maximum of **4 (Four)** years commencing from the relevant date of vesting of Units, or such other shorter period as may be prescribed by the Committee at time of Grant. All the Vested Units can be exercised by the Unit Grantee at one time or at various points of time within the Exercise Period.

(b) Exercise in case of separation from employment:

Subject to the maximum Exercise Period stated above, the Vested Units can be exercised as under:

S. No.	Events of separation	Vested Units	Unvested Units
1	Resignation/ Termination (Other than due to Misconduct)	Subject to maximum Exercise Period, all the Vested Units as on the date of resignation/termination shall be exercisable by the Unit Grantee on the last working day .	All the Unvested Units as on date of submission of resignation/termination shall stand cancelled with effect from date such resignation/termination.
2	Termination due to Misconduct	All the Vested Units at the time of such termination shall stand cancelled with effect from the date of such termination.	All the Unvested Units at the time of such termination shall stand cancelled with effect from the date of such termination.
3	Retirement	Subject to the maximum Exercise Period, All the Vested Units as on the date of Retirement shall be exercisable by the Unit Grantee on last working day .	All Unvested Units as on the date of Retirement would continue to vest in accordance with the original vesting schedules even after Retirement unless otherwise determined by the Committee in accordance with the Company's Policies, if any, and provisions of the then prevailing Applicable Law. Such aforesaid Vested Units can be exercised within a period of 3 (Three) years from the date of Retirement or Vesting, whichever is later.
4	Death	All Vested Units may be exercised by the Unit Grantee's nominee or legal heir immediately after, but in no event later than 12 (Twelve)	All the Unvested Units as on date of death shall vest immediately in the Unit Grantee's nominee or legal heir and can be exercised in

S. No.	Events of separation	Vested Units	Unvested Units
		months from the date of death of the Unit Grantee.	the manner defined for Vested Units.
5	Permanent Incapacity	All Vested Units may be exercised by the Unit Grantee, immediately after, but in no event later than 12 (Twelve) months from the date of such incapacity.	All the Unvested Units as on date of incurring of such incapacity shall vest immediately with effect from such event to the Unit Grantee and can be exercised in the same manner as defined for Vested Units.
6	Termination due to reasons apart from those mentioned above	The Committee shall decide whether the Vested Units as on that date can be exercised by the Unit Grantee or not, and such decision shall be final.	All Unvested Units on the date of such termination shall stand cancelled unless otherwise required by Applicable Laws.

8.3 The Units shall be deemed to have been exercised when an Employee makes an application in writing to the Company or by any other means as decided by the Committee, for the issue of Shares against the Units vested in him, subject to payment of Exercise Price and compliance of other requisite conditions of Exercise.

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

8.5 Lapse of Units

The Units not exercised within the respective Exercise Period prescribed in Sub-clauses of Clause 8 shall lapse and be deemed to cancelled on expiry of such Exercise Period. The Unit Grantee shall have no right or recourse over such lapsed/ cancelled Units.

9. Lock-in

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

Provided that the Shares allotted on such Exercise cannot be sold for such further period or intermittently as required under the terms of Code of Conduct for Prevention of Insider Trading of the Company framed under Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.

10. Exit route in case of de-listing

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

11. Restriction on transfer of Units

11.1 The Unit shall not be pledged, hypothecated, mortgaged, or otherwise alienated in any other manner.

11.2 Units shall not be transferable to any person except in the event of death of the Unit Grantee, in which case provisions at sub-clause 8.2(b) would apply.

11.3 No person other than the Employee to whom the Units is granted shall be entitled to Exercise the Units except in the event of the death of the Unit Grantee holder, in which case provisions at sub-clause 8.2(b) would apply.

12. Rights as a shareholder

12.1 The Employee shall not have a right to receive any dividend or to vote or in any manner enjoy the benefits of a shareholder in respect of Units granted, till Shares underlying such Units are issued by the Company up on Exercise of such Unit.

12.2 Nothing herein is intended to or shall give the Unit Grantee any right or status of any kind as a shareholder of the Company (for example, bonus shares, rights shares, dividend, voting, etc.) in respect of any Shares covered by the Grant unless the Unit Grantee exercises the Units and becomes a registered holder of the Shares of the Company.

12.3 In case of any corporate action (for example, bonus issue, right issue, share split, buyback, merger, sale of divisions, etc.) the Unit Grantee shall not be eligible for any right or status of any kind as a shareholder of the Company. However, the necessary adjustments to the number of Units or the Exercise Price or both would be made in accordance with sub-clause 4.2 (f) of the Plan.

13. Deduction/Recovery of Tax

13.1 The liability of paying taxes, if any, in respect of Units granted pursuant to this Plan and the Shares issued pursuant to Exercise thereof shall be entirely on Unit Grantee and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder and/or Income Tax Laws of respective countries as applicable to eligible Employees of Company working abroad, if any.

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

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

14. Authority to vary terms

- 14.1 For the purpose of efficient implementation and administration of the Plan but subject to the Applicable Laws and approval of the shareholders of the Company by way of a special resolution, Committee may revise any of the terms and conditions in respect of existing or any new grant of Units provided that the variation is not prejudicial to the interest of the Employees.

Provided that the Company shall be entitled to vary the terms of the Plan to meet any regulatory requirement without seeking shareholders' approval by way of a special resolution.

- 14.2 The Committee may also re-price the Units which are not exercised, whether or not they have vested, if Plan is rendered unattractive due to fall in the price of the Shares.

15. Miscellaneous

15.1 Government Regulations

This Plan shall be subject to all Applicable Laws, and approvals from government authorities. The Grant and the allotment of Shares under this Plan shall also be subject to the Company requiring Employees to comply with all Applicable Laws.

15.2 Inability to obtain authority

The inability of the Company to obtain authority from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance and sale of any Shares hereunder shall relieve and wholly discharge the Company from any and all liability in respect of the failure to issue or sell such Shares.

- 15.3 Neither the existence of this Plan nor the fact that an individual has on any occasion been granted a Unit shall give such individual any right, entitlement or expectation that he has or will in future have any such right, entitlement or expectation to participate in this Plan by being granted a Unit on any other occasion.

- 15.4 The rights granted to a Unit Grantee upon the grant of a Units shall not afford the Unit Grantee any rights or additional rights to compensation or damages as a consequence of the loss or termination of his office or employment with the company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

- 15.5 The Unit Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer because of being unable to exercise a Unit in whole or in part.

15.6 General Risks

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

16. Accounting and Disclosures

The Company shall follow the requirements including the disclosure requirements and IND AS 102 on Share-based payments and/ or any relevant accounting standards as may be prescribed by the Central Government in terms of Section 133 of the Companies Act, 2013 or any other appropriate authority, from time to time, including any guidance note on Accounting for employee share-based payments issued in that regard from time to time and the disclosure requirements prescribed therein, in compliance with relevant provisions of Regulation 15 of SBEB & SE Regulations.

17. Certificate from Secretarial Auditors

The Committee shall at each annual general meeting place before the shareholders a certificate from the Secretarial Auditors of the Company that the Plan has been implemented in accordance with the SBEB & SE Regulations and in accordance with the resolution of the Company in the general meeting.

18. Governing Laws

18.1 The terms and conditions of the Plan shall be governed by and construed in accordance with the Applicable Laws including the Foreign Exchange Laws mentioned below.

18.2 Foreign Exchange Laws

In case any Units are granted to any Employee being resident outside India belonging to the Company working outside India, the provisions of the Foreign Exchange Management Act, 1999 and rules or regulations made thereunder as amended and enacted from time to time shall be applicable and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vest, Exercise of Units and issue of Shares thereof.

19. Notices

19.1 All notices of communication required to be given by the Company to a Unit Grantee by virtue of this Plan shall be in writing. The communications shall be made by the Company in any one or more of the following ways:

- i. Sending communication(s) to the address of the Unit Grantee available in the records of the Company; and/ or
- ii. Delivering the communication(s) to the Unit Grantee in person with acknowledgement of receipt thereof; and/ or
- iii. Emailing the communication(s) to the Unit Grantee at the official email address provided if any by the Company during the continuance of employment or at the email address provided by the Unit Grantee after cessation of employment.

19.2 All notices of communication to be given by a Unit Grantee to the Company in respect of Plan shall be sent to the address mentioned below:

Head – Human Resources

Windlas Biotech Limited

Address: 40/1, Mohabewala Industrial Area, Dehradun, 248110, India

E-mail: [hr@windlasbiotech.com]

20. Nomination

The Employee has to nominate a person as his/her nominee. The nominee in case of death or legal incapacity of Employee shall be the legal representative recognized by the Company as the inheritor of the Employee in respect of all rights and liabilities for the purposes of this Plan.

21. Jurisdiction

21.1 The Courts in **New Delhi**, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Plan.

21.2 Nothing in this Sub-clause will however limit the right of the Company to bring proceedings against any Employee in connection with this Plan:

- (i) in any other court of competent jurisdiction; or
- (ii) concurrently in more than one jurisdiction.

22. Listing of the Shares

22.1 The Company shall not Grant Units under the Plan unless it obtains in-principle approval from the Stock Exchanges where it is listed.

22.2 The Company shall appoint a Merchant Banker for the implementation of the Plan up to in-principle approval from the Stock Exchanges where it is listed.

22.3 Subject to the approval of the Stock Exchange(s), the Shares issued and allotted on Exercise of the Units shall be listed on the recognized Stock Exchange(s) on which the Shares of the Company are listed.

23. Severability

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

24. Confidentiality

24.1 A Unit Grantee must keep the details of the Plan and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case Unit Grantee is found in breach of this confidentiality Clause, the Company has undisputed right to terminate any agreement and all unexercised Units shall stand cancelled

immediately. The decision and judgment of the Company regarding breach of this confidentiality Clause shall be final, binding and cannot be questioned by Unit Grantee. In case of non-adherence to the provisions of this clause, the Committee shall have the authority to deal with such cases as it may deem fit.

- 24.2 On acceptance of the Grant of Units offered by the Company, it shall be deemed that as if the Unit Grantee has authorized the Company to disclose information relating to the Unit Grantee during the process of implementation of the Plan or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents and consultants on a need to know basis.

-----End of Plan-----