TTK Prestige LIMITED

Corporate Office: Nagarjuna Castle, 1/1 & 1/2, Wood Street, Ashok Nagar, Richmond Town, Bangalore – 560 025
Phone: 080-22217438/39, Email: ttkcorp@ttkprestige.com
Website: www.ttkprestige.com CIN: L85110TZ1955PLC015049

February 24, 2023

To,
National Stock Exchange
"Exchange Plaza", C-1, Block G,
Bandra- Kurla Complex, Bandra (E),
Mumbai – 400 051.
Scrip Symbol: TTKPRESTIG

Dear Sir,

Subject: Clarification_TTKPRESTIG

This has reference to your mail dated February 24, 2023.

Our response to each of your queries is provided below:

1. The total number of shares arising as a result of exercise of option

Reply: The total number of Options / Shares to be granted under the Plan, shall not exceed 1% of the outstanding paid-up share capital of the Company i.e. 13,86,140 options in one or more tranches.

2. Pricing formula

Reply: The Exercise Price for the Time Linked Options granted shall not be less than 90% of the Fair Market Value on the date of grant and the exercise price for the Performance Linked Options granted shall be equal to or greater than the Face Value on the date of grant. The specific Exercise Price shall be intimated to the Option Grantee in the Grant Letter at the time of Grant as decided by the Nomination and Remuneration Committee (Committee)

3. Time within which option may be exercised

Reply: The vested Options shall be exercised by the Employees within the maximum exercise period of 2 (Two) years from the date of vesting of Options, or such other shorter period as may be prescribed by the Committee at the time of grant.

4. Total number of shares covered by these options

Reply: 13, 86,140 shares

5. Brief details of significant terms

- Basically the Plan will be classified into **Time Linked Options and Performance Linked Options.** The weightage of Time Linked and Performance Linked Options shall be decided by the Committee. However, the weightage of Time Linked Options shall not exceed 30% in any case.
- Options granted would vest not earlier than minimum vesting period of 1 (one) year but not later than maximum vesting period of 4(four) years from the date of grant of such Options.
- The Shares issued pursuant to exercise of Options shall not be subject to any lock-in period.
- The appraisal process for determining the eligibility of the Employees shall be decided from time to time by the Committee. The NRC shall decide the weightage and the Key Performance Indicators of the Company Performance Parameters separately and the same shall be communicated to the Grantee through the Grant Letter. The NRC may add or replace the above Company Performance Parameters with any other performance parameter aligned to long term shareholder value creation from time to time.
- The Options will lapse in the vent of termination of an Employee on account of breach of the code of conduct of the Company or breach of conditions of appointment
- In the event of death or permanent disablement of an employee the options granted will vest in his/her legal heirs/nominees
- The Plan shall be implemented and administered directly by the Company.

Further, for more details, we request you to go through the attached scheme, a copy of which is kept open for inspection at our Registered/Corporate Office.

6. Whether the scheme is in terms of SEBI (SBEB) Regulations, 2014

Reply: The Scheme is in compliance with SEBI (Shared Based Employee Benefits and Sweat Equity) Regulations, 2021 is applicable.

Thanking you,

Yours faithfully,
For **TTK Prestige Limited,**

KRISHNAMURTHY SHANKARAN
Digitally signed by KRISHNAMURTHY SHANKARAN
Date: 2023.02.24 17:57:57 +05'30'

K. Shankaran
Wholetime Director & Secretary

TTK Prestige Limited

Employee Stock Option Plan "TTK Prestige Limited - Long Term Incentive (Stock Option) Plan 2023" placed before the Shareholders for approval

This **TTK Prestige Limited - Long Term Incentive (Stock Option) Plan 2023** (hereinafter referred to as "**TTK Prestige Limited - LTI Plan 2023**" or "**the Plan**") has been formulated and approved by the Nomination and Remuneration Committee **("NRC" or "the Committee")** on January 24, 2023 of TTK Prestige Limited ("the Company") and approved by the Board of Directors of the Company on January 31, 2023. The Plan was approved by the Shareholders of the Company by way of a Postal Ballot on *(Date of approval of* shareholders - *Yet to be approved by the shareholders*).

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

1. Name and Objective and Term of the Plan

1.1. This Plan shall be called the "TTK Prestige Limited - LTI Plan 2023" which expression shall include any alterations, amendments, or modifications hereto from time to time.

The Plan shall be subject to such regulatory approvals as may be required from time to time and shall be in accordance with the regulations prescribed by Securities and Exchange Board of India ("SEBI") and / or any other regulatory authority as applicable to the Company and shall not contravene any other law, for the time being in force that is material for giving effect to such Plan.

1.2. The objectives of the Plan are:

a) To attract and retain top talent
b) To incentivize talent to create long term shareholder value
c) To incentivize talent to simultaneously deliver on fundamental operating performance metrics

1.3. The Plan is established with effect from *(Date of approval of* shareholders - *Yet to be approved by the shareholders)*, and shall continue to be in force until (i) its termination by the Board (as defined hereinafter), or (ii) the date on which all the Options (as defined hereinafter) available for issuance under the Plan have been issued and Exercised (as defined hereinafter) or have been cancelled or lapsed or surrendered under the Plan and the NRC does not intend to re-issue these cancelled or lapsed or surrendered Options.

2. Definitions and Interpretation

2.1 The terms defined in this clause shall, for all purposes of this Plan, have the meanings herein specified. Under the Plan, where the context so admits, the masculine shall include the feminine and the singular shall include the plural.

(a) **"Applicable Law"** shall mean and include every law, rule, regulations or bye-law relating to the employee stock options, including, without limitation, the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 or such other laws to the extent applicable, including any amendment thereto and all other relevant tax, securities, exchange control or corporate laws, rules, regulations or bye- laws of India or any relevant jurisdiction, or of any stock exchange on which the equity shares of the Company are listed or quoted and includes, any amendment, modification, alteration or re-enactment made to such laws, rules, regulations or bye-laws.

(b) **"Board of Directors"** or **"Board"** means the Board of Directors for time being of the Company which includes any Committee(s) authorized by the Board of Directors in this behalf.

(c) "**Cause**" shall mean any breach of Code of Conduct of the Company for the time being in force or violation of terms of appointment , confidentiality, non-compete, deficiency in performance or any other cause as may be determined by the Committee.

(d) **"Company"** means TTK Prestige Limited and its successor or assigns.

(e) **"Employee"** means
   (i) an employee as designated by the company, who is exclusively working in India or outside India; or
   (ii) a director of the company, whether a whole-time director or not, including a non-executive director who is not a promoter or member of the promoter group, but excluding an independent director; or
   (iii) an employee as defined in sub-clauses (i) or (ii), of a group company including subsidiary or its associate company, in India or outside India, or of a holding company of the company, but does not include
      a) an employee who is a promoter or a person belonging to the promoter group; or
      b) a director who, either himself or through his relative or through anybody corporate, directly, or indirectly, holds more than 10% of the outstanding equity shares of the company.

(f) **"Exercise"** shall mean the making of a written application by an Employee to the Company to purchase or subscribe to the Shares underlying the Vested Options, in pursuance of TTK Prestige Limited - LTI Plan 2023, in accordance with the procedure laid down by the Company for exercise of Options.

(g) **"Exercise Letter"** means the letter prescribed by the NRC for the purpose of exercising the vested Options of the Company.

(h) **"Exercise Period"** means the time period after vesting within which an Employee / Grantee can Exercise his/her right to apply for shares against the Vested Option in pursuance of the Plan.

(i) **"Exercise Price"** means the price payable by the Employee / Grantee for exercising the Stock Options granted to him in pursuance of the Plan as may be determined by the NRC and mentioned in the Grant Letter;

(j) **"Fair Market Value"** means the closing price one day prior to the date of grant of the Shares quoted on the recognized stock exchange, on which the shares of the Company are listed, having higher trading volume

(k) **"Grant"** means the process by which the company issues stock options under the Plan;

(l) **"Grant Date"**, means the date on which the Board/ NRC approves the Grant;

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

(m) **"Grant Letter''** means the letter issued by the Company intimating the Employee of Grant of specified number of Options;

(n) "**Grantee**" or **"Option Grantee''** means an employee having a right but not an obligation to Exercise an Option in pursuance of the Plan;

(o) **"Holding Company"** means existing or any future holding company of the Company, as defined in the Companies Act, 2013;

(p) "**Nomination and Remuneration Committee**" or "**Committee**" or **"NRC"** means the Nomination and Remuneration constituted by the Board from time to time under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, which shall also perform the role of the Compensation Committee under the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021;

(q) **"Option" or** "**Stock Option**" means the option given to an Employee that gives him a right, but not an obligation, to purchase or subscribe at a future date, the Shares

offered by the Company, directly or indirectly, at a pre-determined price subject to the requirements of Vesting in accordance with the Plan and Grant Letter. Each Vested Option granted represents the right to apply for 1 (one) Share of the Company;

(r) **"Permanent Incapacity"** means Permanent incapacity or any disability of whatsoever nature, be it physical, mental, or otherwise, which incapacitates or prevents or handicaps a Grantee from performing any specific job, work, or task which the said Employee was performing immediately before such disablement, as determined by the NRC based on a certificate of a medical expert identified by the Board;

(s) **"Promoter" or "Promoter Group"** shall have the same meaning assigned to it under the SEBI (SBEBSE) Regulations;

(t) **"Performance Condition"** means conditions required to be met by the Employees to be eligible for Grant of Options as determined by the NRC from time to time;

(u) **"SEBI (SBEBSE) Regulations"** means Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021;

(v) **"Share"** means equity shares of TTK Prestige Limited;

(v) **"Specified Securities"** means as defined under the Securities and Exchange Board of India (Buyback of Securities) Regulations, 2018;

(w) **"Subsidiary"** means any present or future subsidiary as defined under the Companies Act, 2013, whether incorporated in India or outside India;

(x) **"TTK Prestige Limited - LTI Plan 2023"** or **"the Plan"** means TTK Prestige Limited - Long Term Incentive (Stock Option) Plan 2023;

(y) "**Termination**" means cessation of employment of the employee from the Company;

(z) "**Unvested Option**" means an Option in respect of which the relevant vesting period and such other conditions as may be mentioned in the Grant Letter and the Plan is not completed;

(aa) **"Vesting"** means the process by which an Employee becomes entitled to receive the benefit of a Grant pursuant to the Plan;

(bb) **"Vesting Period"** means the period during which the vesting of stock options under the Plan takes place;

All other expressions unless defined herein shall have the same meaning as have been assigned to them under the Securities and Exchange Board of India Act, 1992, Securities

and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, the Securities Contract (Regulation) Act, 1956, the Companies Act, 2013, and all other applicable regulations and provision of law for the time being in force and shall be subject to any modifications or amendments or re-enactments thereof effected from time to time by way of an ordinance or legal enactment.

2.2 Interpretations

In this Plan, unless otherwise stated or intention appears:

a. words denoting the singular shall include the plural and vice versa;

b. The words importing a gender include every gender.

c. heading and bold type face are only for convenience and shall not affect the interpretation hereof;

d. a reference to a Clause or a Sub-Clause, unless otherwise specified, is a reference to a Clause or Sub-Clause as the case may be of this Plan; and

e. references to any statute or statutory provision or rule or regulation shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or re-enacted.

3. Eligibility

The Plan shall apply to all the Employees engaged in such Grades and Levels as may be decided at the discretion of the NRC from time to time.

4. Quantum of Shares subject to the Plan

(a) The maximum aggregate number of Shares that may be granted under the Plan, shall not exceed 1% of the outstanding paid-up share capital of the Company i.e. 13,86,14,020 Shares (or such other number adjusted in terms of Clause 4(b) herein below), in one or more tranches, whereby each such Vested Option, confers a right upon the Employee to apply for one Share of the Company, in accordance with the terms and conditions of such issue. However, the aggregate number of Options that may be granted to identified Employees under TTK Prestige Limited - LTI Plan 2023 shall be less than 1% of the paid-up equity share capital of the Company in any one year at the time of Grant, unless a separate specific approval from shareholders of the Company through special resolution is obtained for granting Options that are 1% or more of the paid-up equity share capital of the Company. Approval of shareholders by way of a separate special resolution shall

also be obtained by the Company for Grant of Options to Employees of Holding / Subsidiary / Associate / Group Company of the Company.

(b) In case of stock consolidation or other reorganization of capital structure of the Company from time to time, the maximum number of Shares available for being Granted under TTK Prestige Limited - LTI Plan 2023 shall stand modified accordingly, so as to ensure that the cumulative face value prior to such share consolidation or reorganization, as the case may be, remains unchanged after such share split, consolidation, or reorganization of capital structure.

(c) Options not Vested due to non-fulfilment of the stipulated conditions, Vested Options which the Employees have expressly refused to Exercise including surrender of Options and any Options that are Granted but not Vested or Exercised within the stipulated time due to any reasons, shall lapse and these Options will be available for Grant by the Board / NRC to any Employee(s) as it may deem fit in its absolute discretion, subject to the compliances of provisions of the Applicable Law. The terms relating to the Exercise Price, Exercise Period, Vesting, etc., in respect of such lapsed Options to be granted, as aforesaid, will be determined by the Board / NRC at the time of the Grant as it may deem fit in its absolute discretion, subject to the compliances of provisions of the Plan and Applicable Law.

5. Plan Administration

(a) The TTK Prestige Limited - LTI Plan 2023 shall be administered by NRC in accordance with Companies Act, 2013 and SEBI (SBEBSE) Regulations. The NRC may further delegate its power to implement and administer the Plan to <Company Secretary/Head – Human Resource> of the Company or such other persons as may be determined by the NRC from time to time.

(b) The NRC shall in accordance with this Plan determine the following as applicable:

(i) determining the Grantees amongst the categories of Employees to receive Stock Options under the Plan;
(ii) the time when the Options are to be granted for individual Grantees;
(iii) the number of tranches in which the Options are to be granted and the number of Options to be granted in each such tranche;
(iv) determining whether Options are to be vested for individual Employees in a particular year or tranches;
(v) the criteria *inter alia*, taking into consideration the grade, performance, merit, criticality of the function etc. for identifying the Employees;

(vi) the number of Options to be granted to each Employee;

(vii) determination of Exercise Price;

(viii) the terms and conditions subject to which the Options granted would vest in the Employee who are on long leave, training or otherwise indisposed;

(ix) the period of vesting of the Options granted;

(x) the terms and conditions subject to which the Options vested would be exercised by the Employee;

(xi) the time frame within which the Options have to be exercised by the Employee;

(xii) the number of Options to be apportioned / allocated for various grades of Employees;

(xiii) the number of Options reserved, if any, for granting to new Employees who would join the services of the Company;

(xiv) deciding the treatment of Unvested Options upon termination of employment or upon a Director ceasing to hold office;

(xv) framing suitable policies and systems to ensure that there is no violation by any Employee of any Applicable Laws, including but not limited to Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003 and any modifications thereto;

(xvi) framing appropriate procedures for granting, vesting, and exercising of Options;

(xvii) the procedure for funding the Exercise of Options;

(xviii) framing the procedure for making a fair and reasonable adjustment in case of Corporate Actions; and

(xix) Re-price the options which are not exercised, whether or not they have vested, if the plan is rendered unattractive due to fall in the price of the Shares

(xx) to amend the terms and conditions of the Grant Letter as the NRC may deem fit in accordance with the Plan and as per mutual agreement with the Grantee and subject to Applicable Laws.

(c) In the event of any clarifications being required on the interpretation or application of the Plan, the same shall be referred to the NRC. The decision of the NRC shall be final and binding on the Employees in this regard.

(d) With regard to the matters specifically not provided for in this Plan or any other documents that may be issued in connection with the Stock Options, the NRC shall have an absolute discretion to decide such matters in the manner deemed fit by them in the best interests of the Employees / Grantees as may be permissible under the Applicable Law, rules and

regulations for the time being in force. The decision of the NRC shall be final and binding on the Employees / Grantees.

6. Grant of Options

(a) The Employees to whom the Options would be granted and their Eligibility Criteria (including but not limited to merit, grade, performance, potential and length of service of the Employee) would be determined by the NRC, in its absolute discretion from time to time.

(b) Options granted to a Grantee will be classified into Time Linked Options and Performance Linked Options. The weightage of Time Linked and Performance Linked Options shall be decided by the NRC. However, the weightage of Time Linked Options shall not exceed 30% in any case.

(c) The Employees identified for Grant of Options shall be furnished with:

   (i) the Grant Letter;
   (ii) the disclosures prescribed under the SEBI (SBEBSE) Regulations including the salient features of the Plan;
   (iii) the Exercise Letter; and
   (iv) Nomination Form and such other documents as may be prescribed by the NRC from time to time.

(d) An Employee who wishes to accept the Grant made, must signify his acceptance in the manner specified by the NRC within 30 (Thirty) days from the Grant Date. Any Employee, who fails to communicate his acceptance within the stipulated time, is deemed to have rejected the Grant unless otherwise determined by the NRC.

(e) In the event, a Grantee is a nominee of an institution nominated by such institution as its representative on the Board, then such Employee shall comply with the disclosure requirements as provided under Explanation to Regulation 4 of SEBI (SBEBSE) Regulation.

(f) Each Vested Stock Option will entitle the Employee to one (1) Share.

(g) Stock Options granted shall be advised to the Employee in the Grant Letter specifying the date, number of Stock Options granted, Exercise Price, Performance criteria, if any, the Vesting of the Stock Option, the earliest date on which some or all of the Stock Options Vested shall be eligible for Exercise, and other conditions, if any, subject to which Exercise shall take place, and the other terms and conditions thereof.

(h) Grant of Options shall be subject to the following terms and conditions and to such other terms and conditions as shall from time to time be approved by the NRC which shall not be inconsistent with the Plan and Applicable Laws:

   i. No Employee shall have any right to demand from the Company for Grant of Options, nor shall the Company have any such obligation to any Employee.

ii. It is clearly understood that the Grant or Vesting of any Options to an Employee, per se, does not assure accrual of a benefit or profit.

iii. Upon completion of the Vesting Period, the Employee shall have the right to purchase the Shares equivalent to the number of Options held. Even after the completion of the Vesting Period, the Employee will not be entitled to any dividends, rights issue or bonus Shares issued until such time as the Options are Exercised and Shares issued thereunder are allotted to the Employee.

7. Vesting Period

(a) The Options granted to any Employee shall vest within the Vesting Period in the manner as set forth in the Grant letter subject to maximum period of 4 years from the date of grant.

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

(b) Unless otherwise specified in the grant letter, the Vesting of **Time Linked Options** shall be as follows, which may be varied at the discretion of the Board/ NRC:

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

(c) Further, subject to continued employment and achievement of performance conditions, Performance Linked Options shall Vest in accordance with Clause 7 (d) to 7 (h) below.

(d) At the date of Grant, the NRC will set performance targets/parameters to be achieved by the Company

(e) The Vesting of Performance Linked Options will be based on the achievement of Company Performance Parameters

(f) The NRC shall decide the weightage and the Key Performance Indicators of the Company Performance Parameters separately and the same shall be communicated to the Grantee

through the Grant Letter. The NRC may add or replace the above Company Performance Parameters with any other performance parameter aligned to long term shareholder value creation from time to time.

(g) On first anniversary of Grant, the Performance Linked Options granted shall become Eligible to Vest ("Eligible Options"). Of the total Performance Linked Options granted, Options which shall qualify as Eligible Options shall be calculated based on the overall performance of the above Company Performance Parameters calculated on weighted average basis and shall be subject to below performance-vesting relationship:

Type of performance	Actual performance (% of target)	% of total Performance Linked Options
Below Threshold	<85%	0%
Threshold	85%	80%
Target or above	95% or more	100%
Between Threshold and Target	Between 85% to 95% Performance Linked Options will become Eligible Options on a straight-line interpolation basis	

(h) Unless otherwise specified in the Grant Letter and subject to Clause 7 (a) above, Eligible Options calculated in 7 (g) above shall Vest as per following schedule

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

Performance Linked Options which do not qualify as Eligible Options on first anniversary of Grant shall automatically lapse, without any obligations whatsoever on the Company (including the Board or the NRC) and no rights in that regard will accrue to the Employee after such date. Such Options shall revert to the TTK Prestige Limited - LTI Plan 2023 pool and may be granted at the discretion of the Board or the NRC to any other Eligible Employee

(i) Notwithstanding anything mentioned in Clause 7, in the event of the death of an Employee while in employment, all the Options granted to him till such date shall, whether or not such Options were exercisable on the date of the Employee's death, forthwith vest in the legal heirs or nominees of the deceased employee on that date and can be exercisable by them within the time period stated in Clause 11. Similarly in the event of permanent incapacity while in employment, all the Options granted to an Employee as on the date of such permanent incapacity shall Vest, whether or not such Options were exercisable on the date of the Employee's permanent incapacity, forthwith in his or his legal heirs, or designated nominees on that date, as prescribed under SEBI (SBEBSE) Regulations and can be exercisable by him or by his legal heirs or designated nominees, as the case maybe, within the time period specified in Clause 11.

8. Exercise of Options

(a) The Exercise Price for the Time Linked Options granted shall not be less than 90% of the Fair Market Value on the date of grant and the Exercise Price for the Performance Linked Options granted shall be equal to or greater than the Face Value on the date of grant. The specific Exercise Price shall be intimated to the Option Grantee in the Grant Letter at the time of Grant.

(b) Each Vested Option entitles the holder thereof to apply for and be allotted one Equity Share, of the Company on the payment of the Exercise Price during / within the Exercise Period of 2 years from the date of vesting or such lesser period as may be decided by the NRC at its sole discretion from time to time and mentioned in the Grant Letter of the Grantee. The Vested Options can be exercised all at one time or at various points of time within the Exercise Period.

(c) The Grantee may, at any time during the Exercise Period, and subject to fulfillment of the conditions of the Grant and Vesting, Exercise the Options, by submitting an Exercise Letter as prescribed by the NRC, to the Company. The Grantee shall pay the Exercise Price in respect of the number of Options Exercised by him / her in any of the following ways:

i. Cheque / demand draft / pay order drawn on the Company, or
ii. Transfer of funds to the Company's bank account electronically

(d) Upon Exercise of Options, the Board and / or its committee (including the NRC), after taking such necessary approvals as may be required, shall within a reasonable period of time transfer such number of Shares underlying the vested Options as are Exercised, to the Grantee, nominee, or former Employee, as the case may be.

(e) In the event of Exercise of Options resulting in fractional Shares, the NRC shall round off the number of Shares to be issued to the nearest whole number, and the Exercise Price shall be correspondingly adjusted.

(f) Unless earlier exercised, expired, forfeited, or otherwise terminated, each vested Option, if not exercised during the Exercise Period, shall lapse and stand terminated and expired forthwith. In the event of any Options that lapse pursuant to the provisions of this Clause, the said lapsed Options shall be available to the NRC for Grant to such other Employees as it may decide and deem fit under the Plan.

9. Lock-in period / sale of shares exercised under the Plan

The Shares allotted upon exercise of Options granted under the Plan are not subject to any lock in period and are freely tradable in the stock market.

10. Variation of the terms of TTK Prestige Limited - LTI Plan 2023

(a) The Company may by special resolution in a general meeting vary the terms of TTK Prestige Limited - LTI Plan 2023 offered pursuant to an earlier resolution of a general body but not yet exercised by an Employee provided such variation is not prejudicial to the interests of the Option holders. Notwithstanding anything to the contrary contained herein, a Company can vary the terms of the Plan to meet any regulatory requirement without seeking shareholders' approval by special resolution.

(b) The Company shall not vary the terms of the TTK Prestige Limited - LTI Plan 2023 in any manner, which may be detrimental to the interests of the Employees subject to any variation required to meet any regulatory requirements.

(c) The provisions of regulation 7 of the SEBI (SBEBSE) Regulations shall apply to such variation of terms as they do to the original Grant of Options.

(d) The notice for passing special resolution for variation of terms of TTK Prestige Limited - LTI Plan 2023 shall disclose full details of the variation, the rationale thereof, and the details of the Employees who are beneficiary of such variation.

11. Resignation or Termination of Employment

(a) If an Employee's employment with the Company terminates for Cause, then the Options, to the extent not previously exercised (vested or otherwise), will lapse on the date of such termination of employment.

(b) If an Employee's employment with the Company terminates due to voluntary resignation on the part of the Employee, then the vested Options, to the extent not previously exercised as on the date of termination shall lapse forthwith. The vested Options can be exercised by an Employee within 3 months of date of resignation or within the exercise period, whichever is earlier. If an Employee's employment with the Company terminates due to retirement as per the policy of the Company, then all Unvested Options eligible for Vesting in the year of retirement shall continue to vest post retirement subject to Clause 7 and the vested Options can be exercised by an Employee within 3 months from retirement. For the purposes of this Clause, employment shall be deemed to have terminated on the last day of such Employee's employment with the Company. Note: *Resignation on account of leaving the Company for joining any entity which is a subsidiary or an associate or a joint venture company of the Company, will not be regarded completion of his contract and Unvested Options will continue to vest as per vesting schedule as defined in Grant Letter.*

(c) Notwithstanding anything mentioned in Clause 7, if an Option Grantee dies while in the employment of the Company, the Options Granted shall forthwith vest on the date of death in his legal heirs or nominees; and if an Option Grantee suffers permanent incapacity while in the employment of the Company, the Granted Options shall forthwith Vest in him / her on the date of permanent incapacity; and the Vested Options must be exercised as under:

- In case of death, within the exercise period or such extended time provided by the NRC
- In case of Permanent Incapacity, within the exercise period or such extended time provided by the NRC.

(d) In the event of a termination of employment for reasons other than those referred in Clause 11 (a), 11 (b) or 11 (c), all Unvested Options will lapse forthwith unless otherwise determined by the Board / NRC or mentioned in the Grant Letter / employment terms of the Employee / policies of the Company. The vested Options can be exercised by the Employee prior to the expiry of Exercise Period, or such extended period as determined by the Board/ NRC.

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

(a) The period of leave shall not be included in determining the Vesting Period in the event an Employee is on a sabbatical / long leave without pay and Options shall vest is such cases on pro rata basis subject to Clause 7 or such extended period as determined by the Board/ NRC

(b) In all other conditions, including earned leave, maternity leave and sick leave, the period of leave shall be included to calculate the Vesting Period.

13. Non-Transferability of Options

(a) Each Option granted under the Plan shall by its terms be non-transferable by the Employee (except on death and permanent incapacity as per Clause 11), and each Option shall be exercisable during the Employee's lifetime only by the Employee.

(b) The Option granted to the Employee shall not be pledged, hypothecated, mortgaged, or otherwise alienated in any other manner.

14. Changes in Capital

(a) The existence of the Plan and any Grant Letter hereunder shall not affect, in any way, the right or power of the Board or the shareholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or any merger or consolidation of the Company or its Subsidiary, any issue of debt, preferred or prior preference Shares ahead of or affecting Shares, the authorization or issuance of additional Shares, the dissolution or liquidation of the Company or its Subsidiaries, any sale or transfer of all or part of its assets or business or any other corporate act or proceeding.

(b) (i) Upon changes in the outstanding Shares by reason of a stock dividend, stock split, reverse stock split, sub-division, recapitalization, reclassification, merger, consolidation (whether or not the Company is a surviving corporation), combination or exchange of Shares, separation, or reorganization, or in the event of an extraordinary dividend, "spin-off", liquidation, other substantial distribution of assets of the Company or acquisition of property or stock or other change in the capital of the Company, or the issuance by the Company of Shares without receipt of full consideration thereof, or rights or securities exercisable, convertible or exchangeable for Shares of such capital stock, or any similar change affecting the Company's capital structure, the aggregate number, class and kind of Shares available under the Plan as to which Options may be granted and the number, class and kind of Shares under each outstanding Option and the Exercise Price per Share applicable to any such Option shall be appropriately adjusted by the Board along with such approvals as may be necessary to preserve the benefits or potential benefits intended to be made available under the Plan or with respect to any outstanding Options or otherwise necessary to reflect any such change, in a manner that the Board and / or the NRC deems fit.

(ii) Fractional Shares resulting from any adjustment in Options pursuant to section 19(b)(i) shall be aggregated until and eliminated at the time of Exercise of the affected Options. Notice of any adjustment shall be given by the NRC to each participant whose Options have been adjusted and such adjustment (whether or not such notice is given) shall be effective and binding for all the purposes of the Plan.

15. Corporate Action

Notwithstanding anything contained under this Plan, the NRC shall, *inter alia*, formulate the detailed terms and conditions of the TTK Prestige Limited - LTI Plan 2023 including the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others.

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

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

16. Rights as a Shareholder

No Grantee shall have a right to receive any dividend or vote at any general meeting of the Company or in any manner enjoy the benefits of a shareholder in respect of Options Granted or Vested, till the Shares are issued on Exercise of Options.

17. No Right of Employment

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

18. Buy-back of specified securities

The Board in accordance with Applicable Laws shall lay down the procedure for buy-back of specified securities issued under this Plan, to be undertaken by the Company at any time under the SEBI (Buyback of Securities) Regulations, 2018, which shall also include:

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
iv. of specified securities that the Company may buy-back in a financial year.

19. Accounting

The Company shall follow the requirements including the disclosure requirements of the Accounting Standards as prescribed under Section 133 of the Companies Act 2013 including 'Guidance Note on Accounting for Employee Share-based Payments' and/or any relevant

Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India from time to time or as prescribed under SEBI (SBEBSE) Regulations.

20. Tax Liability

(a) In the event of any tax liability, including any tax liability arising on account of change in the tax laws relating to the TTK Prestige Limited - LTI Plan 2023, arising on account of the Grant of Options and /or allotment of the Shares to an Employee, the liability shall be that of the Employee alone and the Company shall be indemnified to the extent of applicable taxes, if any, levied at any point of time upon the Company in this regards.

(b) No Shares shall be issued to the Employee or beneficiary, on Exercise of the Options under this Plan unless appropriate taxes as required under the applicable tax laws, are discharged. Such taxes may either be deducted from the Employee's salary and / or can be separately discharged by the Employee by giving a cheque / demand draft to the Company for the said amount.

(c) The Company shall have the right to deduct from the salary, for any obligation towards tax deduction arising in connection with the Option or the Shares acquired upon the Exercise thereof.

(d) The Company shall have no obligation to deliver Shares or to release Shares in pursuance of the Option until the tax deducting obligations, if any, have been satisfied by the Employee.

(e) All tax liabilities arising on disposal of the Shares after Exercise would be handled by the Employee.

21. Insider trading

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

22. Interpretation and Amendments

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

23. Notices

All notices under the Plan shall be in writing, and if to the Company, shall be delivered or mailed at the below mentioned address to the attention of the Company Secretary and if

to the Employee shall be delivered personally or through post / courier / email to the Employee / Nominee / Legal Heir at the address / email address appearing in the records of the Company. Such address / email address may be changed at any time by a written notice to the other party.

Company Secretary
TTK Prestige Limited
Nagarjuna Castle, #1/1 & 1/2 Wood Street,
Bangalore-560025, Karnataka, India
Email:ks@ttkprestige.com

24. Termination of the Plan

The Plan shall terminate upon the earliest to occur of the following:

(a) The effective date of a resolution adopted by the NRC terminating the Plan; or
(b) The date, all Shares under the Plan as mentioned in Clause 4(a) are given pursuant to Exercise of Options;

No Options may be granted under the Plan after the earliest to occur of the events or dates described in the foregoing paragraphs (a) through (b) of this Section, but Options granted heretofore shall continue in force beyond that date pursuant to these terms.

No such termination of the Plan shall affect the previously accrued rights of any Employee hereunder and all Options previously granted hereunder shall continue in force and in operation after the termination of the Plan, except as they may be otherwise terminated in accordance with the terms of the Plan or the Grant Letter.

25. Other Terms

Options granted pursuant to the Plan shall contain such other terms, provisions, and conditions (which need not be identical) not inconsistent herewith as shall be determined by the NRC.

Notwithstanding anything to the contrary contained herein or in any Grant Letter, the Company shall not be required to issue Shares if the issuance violates any provision of any law or regulation of any government authority or SEBI or a stock exchange.

Participation in this Plan shall not be construed as a guarantee of return on the Shares purchased from the Options. The risks associated with investment in Shares are that of the Employee alone.

26. Severability

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

27. Disputes

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

28. Arbitration

All disputes arising out of or in connection with the Plan which cannot be resolved as per Clause 27 within 30 (thirty) days from the date of its reference to the NRC may be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a single arbitrator to be appointed by the Company and the decision rendered by the arbitrator shall be final and binding on the parties. The place and seat of arbitration shall be Bangalore, Karnataka.

29. Governing law and jurisdiction

(a) The terms and conditions of the Plan shall be governed by and construed in accordance with the laws of India.

(b) Subject to Clause 28, the Courts of Bangalore, Karnataka shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Plan.

(c) Nothing in this Clause will however limit the right of the Company to bring proceedings against any Employee in connection with the Plan:

(i) in any other Court of competent jurisdiction; or

(ii) concurrently in more than one jurisdiction.

(d) The Grantee or its Nominee / legal heir(s) / successor(s), as the case may be, who are granted Options/Shares under the Plan shall comply with such requirements of laws as may be necessary.

30. New Share Incentive Plans

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