

# **AYM SYNTEX LIMITED**

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

## **AYMSOP 2018**

**Employee Stock Option Scheme 2018**

**AYM Syntex Limited**

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

## Table of Contents

<b>SR.NO</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
<b>1</b>	Name, Objective And Term Of The Plan	<b>3</b>
<b>2</b>	Definitions And Interpretation	<b>3-7</b>
<b>3</b>	Authority And Ceiling	<b>7</b>
<b>4</b>	Administration	<b>7</b>
<b>5</b>	Eligibility And Applicability	<b>8</b>
<b>6</b>	Grant	<b>8</b>
<b>7</b>	Vesting	<b>8</b>
<b>8</b>	Exercise	<b>9</b>
<b>9</b>	Lock In	<b>10</b>
<b>10</b>	Other Terms And Conditions	<b>10</b>
<b>11</b>	Reorganisation Of Capital Structure And Other Corporate Actions	<b>11</b>
<b>12</b>	Deduction Of Tax	<b>12</b>
<b>13</b>	Authority to vary terms	<b>13</b>
<b>14</b>	Miscellaneous	<b>13</b>
<b>15</b>	Notices	<b>14</b>
<b>16</b>	Governing Law And Jurisdiction	<b>14-15</b>
<b>17</b>	Income Tax Rules	<b>15</b>
<b>PART A</b>	Statement Of Risks	<b>16</b>
<b>PART B</b>	Information About The Company	<b>16</b>
<b>PART C</b>	Salient Features Of The Employees Stock Scheme	<b>17-19</b>

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

## **1. Name, Objective and Term of the Plan**

- 1.1 This Plan shall be called the “AYM ESOP SCHEME 2018, hereinafter referred to as ‘Plan’ or ‘Scheme’”.
- 1.2 The objective of the AYM ESOP SCHEME 2018 is to provide an incentive to managerial personnel as may be determined by NRC Committee, for improving their performance of services to the Company and thereby motivating them to contribute to the growth and profitability of the Company.
- 1.3 The AYM ESOP SCHEME 2018 is established as per the approval granted by the shareholders at Extra ordinary General Meeting of the Company by a special resolution on Wednesday, 28<sup>th</sup> February 2018 and amendment to the SCHEME as approved by the shareholders at the Annual General Meeting by a special resolution on Thursday, 19<sup>th</sup> September, 2019 shall continue to be in force until the date on which all of the options available for issuance to employees as per the approval granted by the shareholders have been issued and exercised or lapsed, whichever is earlier.
- 1.4 The Board of Directors may, subject to compliance with Applicable Laws, Guidelines and Regulations and with the mutual consent of the Company and the Grantees, at any time alter, amend the terms or suspend or terminate the Scheme.

## **2. Definitions and Interpretation**

### **2.1 Definitions**

The terms defined in this SCHEME shall for the purposes of this SCHEME , have the meanings herein specified and terms not defined in this SCHEME shall have the meanings as defined in the SEBI Act, 1992, the Securities Contracts (Regulation) Act, 1956,”), the Companies Act, 2013, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009, Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 (hereinafter referred to as “SEBI SBEB Regulations”), or in any statutory modifications or re-enactments thereof, as the case may be.

- i. **“Agreement”** means the Employee Stock Option agreement between the Company and the Grantee evidencing the terms and conditions of this Scheme. The Agreement shall be subject to the conditions of the Scheme.

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

- ii. “Applicable Law” means any applicable legal requirements relating to Employee Stock Option, including, without limitation to Income Tax Act, 1961, the Companies Act, 2013, SEBI (Share Based Employee Benefits) Regulations, 2014 and any other regulations/ amendments/ notification/ circular issued under the Securities and Exchange Board of India Act, 1992 and other corporate laws of India, or of any other relevant jurisdiction or of any stock exchange on which the shares are listed or quoted.
- iii. “**Board**” means the Board of Directors of the Company.
- iv. “**Companies Act**” means The Companies Act, 2013 and includes any statutory modifications or reenactments thereof.
- v. “**Company**” means AYM Syntex Limited (formerly known as Welspun Syntex Limited).
- vi. “**Director**” means a member of the Board of the Company.
- vii. “Employee Stock Option” “ESOP” or “Option” means the option granted to the managerial persons of the Company whom the NRC select for grant of ESOPs, which gives him the right to purchase or subscribe at a future date, the Equity Shares underlying the Option at a pre-determined price.
- viii. “Employee” means a permanent employee of the company who has been working in India or outside India and who may qualify for issue of Options under the scheme and fulfill the minimum conditions of service and other conditions as decided in the evaluation process; and will include new employees joining the Company.
- ix. “**Exercise**” of an Option means expression of an intention by making an application by grantee to acquire the Shares underlying the Options vested in him, in pursuance of the Scheme, in accordance with the procedure laid down for exercise of Options.
- x. “**Exercise Period**” means such time period after vesting of the ESOPs within which the Grantee should exercise the options vested in him in pursuance of the Scheme.
- xi. “**Exercise Price**” means the price payable by an Employee for exercising the option granted to him and vested in pursuance of Scheme.
- xii. “**Grant**” means issue of Options by the Company to the Grantees under the Scheme.
- xiii. “**Grant Date**” means the date on which ESOPs are granted to the Grantee(s) in terms of the Scheme.

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

- xiv. **"Grantee"** shall mean employee whom the NRC Committee will grant ESOPs under the Scheme.
- xv. **"Grant Letter "**or **"Notice of Option Grants"** means the letter to be issued by the Company to the Grantee intimating of the Grant of Options Granted to him, draft of which is as provided in Schedule I.
- xvi. **"Independent Director"** means a Director(s) of the Company as defined in Regulation 16 (b) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and section 149 (6) of the Companies Act 2013.
- xvii. **"Long Leave"** shall mean approved leave by the management for a continuous period of one month or above.
- xviii. **"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 NRC based on a certificate of a medical expert identified by the NRC.
- xix. **"Promoter"** means (a) the person or persons who are in over-all control of the company; (b) the person or persons who are instrumental in the formation of the company or programme pursuant to which the shares were offered to the public; (c) the person or persons named in the offer document as promoter(s). Provided that a director or officer of the company if they are acting as such only in their professional capacity will not be deemed to be a promoter.
- xx. **"Promoter Group"** as defined under regulation 2(1) (zb) of SEBI (ICDR) Regulations means (a) an immediate relative of the promoter (i.e. spouse of that person, or any parent, brother, sister or child of the person or of the spouse); (b) persons whose shareholding is aggregated for the purpose of disclosing in the offer document "shareholding of the promoter group" under SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009.
- xxi. **"Retirement"** means retirement as per the rules of the Company.
- xxii. **"Nomination and Remuneration Committee or NRC"** means a Committee constituted by the Board of Directors consisting of a majority of Independent Directors to administer the Scheme.

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

- xxiii. **"Scheme / Plan"** means this AYMSOP Employee Stock Option Plan 2018 under which the Company is authorised to grant Employee Stock Options to the Employees.
- xxiv. **"SEBI Act"** means the Securities & Exchange Board of India Act, 1992 as amended, and includes all regulations and clarifications issued there under.
- xxv. **"SEBI Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, as amended and includes all circulars, notifications and clarifications issued there under.
- xxvi. **"Shares" or "Equity Shares"** means equity shares of the face value of Rs.10/- each of the Company.
- xxvii. **"Vesting"** means entitlement of the Grantee under the Scheme for the right to apply for Shares of the Company against the Employee Stock Options granted to him in pursuance of the Scheme.
- xxviii. **"Vesting Period"** means the period during which the Vesting of the Employee Stock Option granted to the Grantee exists in pursuance of the Scheme.
- xxix. **"Vested Option"** means an Option in respect of which the relevant Vesting has occurred and the Grantee has become eligible to exercise the Option.
- xxx. **"Unvested Option"** means an Option in respect of which the relevant Vesting has not occurred and as such, the Grantee has not become eligible to exercise the Option.

## 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;
- e) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.

## 3. Authority and Ceiling

A Special Resolution has been passed at the Extra Ordinary General Meeting of the shareholders of the Company held on 28<sup>th</sup> February 2018 authorizing the Company to issue the Options that are exercisable and convertible into Shares in future date, not exceeding in aggregate 9,80,989 Options entitling the Grantees for 9,80,989 equity shares of the Company.

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

## **4. Administration**

**4.1** The Scheme shall be administered by the NRC in accordance with the SEBI Regulations. All questions of interpretation of the Scheme shall be determined by the NRC and such determination shall be final and binding upon all persons having an interest in the Scheme.

**4.2** The NRC shall also:

- (i) Frame suitable policies and systems to ensure that there is no violation of securities laws, as amended from time to time, including:
  - (a) Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015; and
  - (b) Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003, by the Company or any Employee;
- (ii) Approve forms, writings and/or agreements for use in pursuance of the Scheme.
- (iii) Frame any other byelaws, rules or procedures as it may deem fit for administering the Scheme.

## **5. Eligibility and Applicability**

While determining the name of managerial persons and the quantum of ESOPs, NRC shall take into consideration the potential contribution to the critical aspects of the business, strength and competency of the employee viz-a-viz business challenges and past track record in terms of achievement of targets / milestones.

Further the AYM ESOP SCHEME 2018 is not applicable to the Employees outside India, Employees of the Subsidiary, Holding or an Associate of the Company.

The Scheme is applicable for the Directors of the Company other than Promoter Directors of the Company, Independent Directors of the company and Directors holding directly or indirectly more than 10% of the outstanding equity shares of the company.

## **6. Grant**

Up to 9,80,989 ESOPs being 2.50% (Two and half percent) of the issued and paid up share capital of the Company at the price not less than face value of equity share and shall not exceed market price of the equity share of the Company as on date of grant of Option which may be decided by the NRC in compliance with the SEBI Regulations.

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

Maximum number of shares per employee to be granted shall be at the discretion of NRC but shall be less than 1% of the paid up equity share capital as on the date of grant.

## 7. Vesting

The Employee Stock Options shall vest over a period of five years in the following manner:

Period	Vesting proportion
End of One Years from the date of Grant	10 % of the options granted
End of Two Years from the date of Grant	10 % of the options granted
End of Three Years from the date of Grant	20 % of the options granted
End of Four Years from the date of Grant	20 % of the options granted
End of Fifth Years from the date of Grant	40 % of the options granted

However, vesting period may be extended by the entire duration of the leave period for Employees on the Long Leave.

## 8. Exercise

- The Employee Stock Options granted shall be capable of being exercised in one or more tranches upto the first anniversary from the date of Vesting of the Employee Stock Options.
- In the event of Long Leave taken by Employee, the Exercise Period may be extended by the entire duration of the leave period.
- In the event of the death of an Employee while in employment with the Company, all the Vested and Unvested Options may be Exercised by the Grantee's nominee immediately after, but in no event later than six months from the date of death.
- In the event of separation of the Grantee from the Company due to reasons of Permanent Incapacity, the Grantee may Exercise his Vested as



# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

well as Unvested Option immediately after Permanent Incapacity but in no event later than six months from the date of separation from employment.

- e) In the event of separation from employment for reasons of normal retirement or a retirement specifically approved by the Company,
  - (i) all Vested Options should be exercised by the Option Grantee immediately after, but in no event later than six months from the date of such Option Grantee's retirement, and
  - (ii) all Unvested Options will stand cancelled as on the date of such retirement, unless otherwise determined by the NRC whose determination will be final and binding.
- f) In the event of separation due to resignation prior to retirement, all Unvested Options on the date of submission of resignation shall stand cancelled with effect from that date. However, all Vested Options as on that date shall be exercisable by the employee immediately but not later than three months from the date of submission of resignation, failing which such vested but unexercised options would lapse.
- g) In the event of abandonment of employment by the Grantee without the Company's consent, all Employee Stock Options granted to such employee, including the Vested Options, which were not exercised at the time of abandonment of employment, shall stand cancelled. The NRC, at its sole discretion shall decide the date of cancellation of options and such decision shall be binding on all concerned.
- h) In the event of termination of the employment of the Grantee for misconduct or due to breach of policies or the terms of employment of the Company, all Employee Stock Options granted to such employee, including the Vested Options which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination.
- i) Treatment of lapse of options: All lapsed options granted to the grantee shall stand cancelled and will be available for re-issue.
- j) Treatment of Cancelled options: All unvested unexercised options which are cancelled will be available for re-issue.

## **9. Lock in**

The shares arising out of exercise of vested options will not be subject to any lock in period after such exercise.

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

## **10. Other Terms and Conditions**

- 10.1 The Grantee 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 Employee Stock Options granted, till Shares underlying such Employee Stock Options are allotted on Exercise of such Employee Stock Option.
- 10.2 Nothing herein is intended to or shall give the Grantee any right or status of any kind as a shareholder of the Company in respect of any Shares covered by the Grant unless the Grantee Exercises the Employee Stock Option and becomes a registered holder of the Shares of the Company.
- 10.3 The Employee Stock Option shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 10.4 In case of any corporate action(s) such as rights issues, bonus issues, change in capital structure, merger and sale of division/undertaking or other re-organisation, change in capital and others, the entitlement of the Grantees shall be deemed to be increased in proportion of such additional Equity Shares issued to facilitate making a fair and reasonable adjustment.
- 10.5 Employee Stock Options shall not be transferable to any person except in the event of death of the Grantee, in which case clause 8(c) would apply.
- 10.6 No person other than the Employee to whom the Employee Stock Option is granted shall be entitled to Exercise the Employee Stock Option except in the event of the death of the Option Grantee holder, in which case clause 8(c) would apply.

## **11. Reorganisation of capital structure and other corporate actions**

In the event of any alteration in the capital structure of the Company whilst any Option remains exercisable or this Plan remains in effect and such event arises from a capitalisation of profits or reserves, rights issue of securities to holders of the Shares (including any securities convertible into share capital or warrants or options to subscribe for any share capital of the Company, but excluding Options under this Plan), consolidation, subdivision or reduction of the share capital of the Company then in any such case the Company shall make a corresponding fair and reasonable adjustment in accordance with the Applicable Laws, if any, to:

- a) the number or nominal amount of Shares to which this Plan or any Option(s) relates (insofar as it is/they are unexercised); and/or
- b) the Exercise Price of any Option; and/or

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

- c) (unless the Grantee elects to waive such adjustment) the number of Shares comprised in an Option or which remain comprised in an Option; and/or
- d) the method of Exercise of any Option; and/or
- e) the maximum number of Shares referred to in Clause 3 above

Provided that:

- (a) any such adjustment shall give the Grantee the same proportion of the issued share capital of the Company for which such Grantee would have been entitled to subscribe had he Exercised all the Options held by him immediately prior to such adjustment;
- (b) any such adjustment shall be made on the basis that the aggregate Exercise Price payable by a Participant on the full Exercise of any Option shall remain as nearly as possible the same (but shall not be greater than) as it was before such event;
- (c) any such adjustment shall be made in accordance with the SEBI Regulations;
- (d) no such adjustment shall be made the effect of which would be to enable a Share to be issued at less than its face value; and
- (e) the issue of Shares or other securities of the Company as consideration in a transaction shall not be regarded as a circumstance requiring any such adjustment.

In respect of any adjustment referred to in this Clause 11, other than any made on a capitalisation issue, the Company's auditors or an independent financial adviser must confirm to the Board in writing that the adjustments satisfy the requirements of this Clause 11.

## **12. Deduction of Tax**

- a. The Company shall have the right to deduct from the Grantee's salary, any of the employee's tax obligations arising in connection with the Employee Stock Option or the Shares acquired upon the Exercise thereof. The Company shall have no obligation to deliver Shares or to release Shares from an escrow

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

established in pursuance of the Agreement until the Company's tax deduction obligations, if any have been satisfied by the Grantee.

- b. In addition to existing applicable taxes, any other taxes introduced in future by the State Government or Central Government or any other relevant authority shall also be deducted/collected from the Grantee. The Company reserves the right to not allot the Options / Issue Equity Shares in case the Grantee is unable to discharge in full the obligation(s) in the respect of applicable Taxes.
- c. The Grantee shall be required to indemnify the Company with respect to any Tax liability arising out of the Grant, Vesting and/or Exercise of Options.

## **13. Authority to vary terms**

The NRC may, if it deems necessary, vary the terms of the Scheme, subject to the SEBI Guidelines and other Applicable Laws.

## **14. Miscellaneous**

### **14.1 Government Regulations**

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

### **14.2 Inability to obtain authority**

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

### **14.3 Neither the existence of this Plan nor the fact that the Grantee on any occasion been granted an Employee Stock Option shall give him 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 an Employee Stock Option on any other occasion.**

### **14.4 The rights granted to the Grantee upon the grant of an Employee Stock Option shall not afford the Grantee any right or additional right to compensation or damages in consequence of the loss or termination of his office or employment with the Company of the group for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).**

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

- 14.5 The Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise an Employee Stock Option in whole or in part in 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. Notices**

All notices of communication required to be given to the Grantee by virtue of this Scheme shall be in writing and shall be sent to the address of the Grantee available in the records of the Company and any communication to be given by the Grantee in respect of the Scheme shall be sent to the address mentioned below:

The Company Secretary  
AYM Syntex Limited  
*Trade World, B Wing, 9<sup>th</sup> Floor,  
Kamala Mills Compound, Senapati Bapat Marg,  
Lower Parel, Mumbai- 400013, Maharashtra, India*

## **16. Governing Law and Jurisdiction**

- 16.1 The terms and conditions of the Scheme shall be governed by and construed in accordance with the laws of India.
- 16.2 The Courts of Mumbai, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this Scheme.
- 16.3 Nothing in this Clause will however limit the right of the Company to bring proceedings against any Grantee in connection with this Scheme: -
- (i) in any other court of competent jurisdiction; or
  - (ii) concurrently in more than one jurisdiction.

## **17. Income Tax Rules**

The applicable Income Tax Laws and Rules as in force will be applicable.

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

## PART A- STATEMENT OF RISKS

All investments in Shares or Options on Shares are subject to risk as the value of Shares may go down or up. In addition, Employee Stock Options are subject to the following additional risks:

1. **Concentration:** The risk arising out of any fall in value of Shares is aggravated if the Employee's holding is concentrated in the Shares of a single company.
2. **Leverage:** Any change in the value of the Shares can lead to a significantly larger change in the value of the option as an option amounts to a levered position in the share.
3. **Liquidity:** The Options cannot be transferred to anybody, and therefore the Employees cannot mitigate their risks by selling the whole or part of their Options before they are exercised.
4. **Vesting:** The Options will lapse if the employment is terminated prior to vesting. Even after the Options are vested, the unexercised Options may be forfeited if the Employee is terminated for gross misconduct.

## PART B- INFORMATION ABOUT THE COMPANY

### 1. Business of the Company

AYM Syntex Limited (Formerly known as Welspun Syntex Limited) is in the field of manufacturing POY/FDY/PTY/DTY/BCF etc., the specialized textiles products which are used in automotive industry, carpet, bathrug besides sarees and garments since the last 3 decades. It is listed on BSE and NSE, last traded equity price is Rs. 65.60 as on 24 January 2018.

It was promoted by Mr. B. K. Goenka and Mr. Rajesh R. Mandawewala. Now the promoter is Mr. Rajesh R. Mandawewala and Mr. Abhishek Mandawewala.

The Company has branch offices at Surat, Bangalore, Erode, Salem, Tirupur, Karur, Belgaum, Banaras and Amritsar to cater to the requirements of all types of customers.

The equity shares of the Company are currently listed and traded on the BSE and NSE.

# AYM SYNTEX LIMITED

Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli

## 2. Abridged financial statements:

Statement of Profit and Loss		(Rs. in Lacs)				
	0	#F Y 16-17	#F Y 15-16	#F Y 14-15	#F Y 13-14	#F Y Dec-13
I	<b>INCOME</b>					
	Revenue from operations	78,682	80,089	83,486	89,638	66,364
	Other income	393	293	310	314	190
	Interest income	-	-	-	-	-
	<b>Total Income</b>	<b>79,076</b>	<b>80,382</b>	<b>83,796</b>	<b>89,952</b>	<b>66,554</b>
II	<b>EXPENDITURE</b>					
	Cost of materials consumed	42,018	43,206	50,881	61,325	45,445
	Change in inventories of finished goods, goods-in-process and stock-in-trade	(1,311)	(23)	896	(46)	(187)
	(Increase)/ Decrease in construction work-in-progress	-	-	-	-	-
	Subcontracting, civil and repair work	-	-	-	-	-
	Employee benefits expense	5,917	5,096	4,331	3,884	2,935
	Other Expenses	22,409	21,252	19,002	18,487	14,068
	<b>Total Expenditure</b>	<b>69,033</b>	<b>69,531</b>	<b>75,109</b>	<b>83,649</b>	<b>62,260</b>
III	Exceptional item - Income/(Loss)	-	-	-	-	-
IV	<b>EBITDA (I-II+III)</b>	<b>10,042</b>	<b>10,851</b>	<b>8,687</b>	<b>6,303</b>	<b>4,294</b>
V	Finance Cost	2,267	2,152	2,392	2,390	1,681
VI	Depreciation	3,027	2,407	2,020	1,911	1,369
VII	<b>Profit/ (Loss) before tax (IV-V-VI)</b>	<b>4,748</b>	<b>6,292</b>	<b>4,275</b>	<b>2,003</b>	<b>1,244</b>

# AYM SYNTEX LIMITED

Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli

VIII	<b>Tax expenses</b>					
	Current tax (incl tax relating to earlier years)	(34)	-	-	34	-
	Deferred tax	768	1,516	-	-	-
IX	<b>Profit/ (Loss) after tax (VII-VIII)</b>	<b>4,014</b>	<b>4,775</b>	<b>4,275</b>	<b>1,969</b>	<b>1,244</b>

# Audited Financial data as per IGAAP

## PART C - SALIENT FEATURES OF THE EMPLOYEE STOCK OPTION SCHEME

- 1) Employee Stock Options (ESOP) offered by the Company to the Grantees entitles them to buy shares of the Company at a future date and in a pre-determined manner. This provides an opportunity to the Grantees to acquire a stake in the Company and is intended to create an ownership attitude and align their interests with those of the Company. ESOPs confer a right and not an obligation on the Grantee to acquire shares of the Company at a future date at a pre-determined price.
- 2) Managerial persons as may be determined by the NRC being Permanent Employees of the Company are eligible to participate in the Plan.
- 3) A Committee of the Board, designated as "**NRC Committee**" has been formed, which is entrusted with the authority to formulate and implement the ESOP.
- 4) For the ease of understanding, the typical sequence of events and the salient features of the plan are described below:
  - (i) The NRC meets to discuss and deliberate upon Options to be granted to the Grantees considering the potential contributions of the managerial persons to the critical aspects of the business, strength and competency of the employees viz a viz business challenges and past records in terms of achievements of targets/milestones.
  - (ii) On the recommendation of the NRC Committee, the Board of Directors of the Company has authorized the NRC Committee to determine Grantees, which among others include the provision for grant of Options, subject to necessary approvals as may be required under applicable laws.



## AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

- (iii) Upon receipt of the approval as mentioned above, the NRC Committee shall grant the Option to managerial persons as the NRC Committee may feel appropriate applying the appraisal process mentioned above.
- (iv) The Vesting of Options shall be as per following table over the period of five years from the Grant Date:

Period	Vesting proportion
End of One Years from the date of Grant	10 % of the options granted
End of Two Years from the date of Grant	10 % of the options granted
End of Three Years from the date of Grant	20 % of the options granted
End of Four Years from the date of Grant	20 % of the options granted
End of Fifth Years from the date of Grant	40 % of the options granted

- 5) In the case of separation of the Grantee from the employment of the Company, for reasons of normal retirement or a retirement specifically approved by the Company,
  - (i) all Vested Options should be exercised by the Grantee immediately after, but in no event later than six months from the date of such Grantee's retirement, and
  - (ii) all Unvested Options will stand cancelled as on the date of such retirement, unless otherwise determined by the NRC Committee whose determination will be final and binding.
- 6) In case the Grantee dies in service, all the Vested and Unvested Options that may be exercised by him will vest immediately in his Nominee (or legal heir in case there is no Nominee). The Nominee / legal heir will be entitled to Exercise the Options at any time prior to the completion of 6 months from the Date of Death.
- 7) If Grantee's services are terminated on account of misconduct or due to breach of the policies or the terms of employment of the Company, all Employee Stock

## AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

Options granted to the Grantee, including the Vested Options which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination

- 8) Price of ESOP shall be at the discretion of NRC but it shall not be less than face value of equity share and not exceed market price of the equity share of the Company as on date of grant of Option in compliance with the SEBI Regulations.
- 9) In case of re-organisation of capital structure and other corporate actions, the NRC Committee is empowered to make suitable amendments/adjustments to either the number of Options to give effect to such corporate actions as may necessitate such amendments / adjustments in accordance with Clause 11 of the Scheme.
- 10) The Equity Shares of the Company are traded in dematerialised form on the BSE Limited & The National Stock Exchange Limited. The Grantee is required to have demat account with any depository participant of their choice and intimate particulars thereof in the Exercise Letter.
- 11) The Options are not transferable or tradable. These Options can only be Exercised by the Grantee. In the event of death of the Grantee, his Nominee or in case there is no Nominee, his/her legal heirs may Exercise the Options.
- 12) All taxes consequent upon the Grant / Exercise of Options have to be borne by the Grantee.

# AYM SYNTEX LIMITED

*Plot no.1, Survey no.394(P), Village Saily, Silvassa, U T of Dadra and Nagar Haveli*

## SCHEDULE I

### NOTICE OF STOCK OPTION GRANT

Date:

Name of the Option Grantee:

Designation:

Place:

We are pleased to grant you options to subscribe to shares of AYM Syntex Limited subject to the terms and conditions of AYM ESOP 2018 and the Option Agreement to be executed by you. The details of the grant are as follows:

Exercise price per Option (Rs.)	
Number of Options granted	
Exercise period	Upto first anniversary from the date of vesting of the Employee Stock Options
Vesting Schedule	As per the table given below:

Period	Vesting proportion
End of One Years from the date of Grant	10 % of the options granted
End of Two Years from the date of Grant	10 % of the options granted
End of Three Years from the date of Grant	20 % of the options granted
End of Four Years from the date of Grant	20 % of the options granted
End of Five Years from the date of Grant	40 % of the options granted

**For AYM Syntex Limited**

**Director**