

Harsha Engineers International Limited



**Harsha Engineers International Limited- Employee Stock
Option Plan 2026
("ESOP 2026"/ "Plan")**

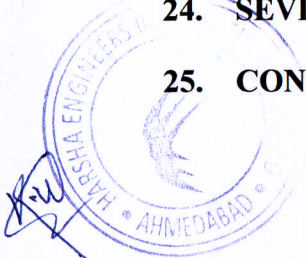
Harsha Engineers International Limited

CIN: L29307GJ2010PLC063233

Regd. Office: Sarkhej-Bavla Road,
Changodar, Sanand, Ahmedabad, Gujarat,
India, 382213

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1. Name, Objective and Term of the Plan

- 1.1 This Employee Stock Option Plan shall be called '**Harsha Engineers International Limited – Employee Stock Option Plan 2026**' ("ESOP 2026" / "Plan").
- 1.2 The primary objective of the ESOP 2026 is to offer a wealth creation opportunity to the Employees while also aligning the interests of Employees with the long-term goals of the Company. This ESOP 2026 is intended to achieve the following:
- (i) **Long term wealth creation for employees:** Provide Employees with an opportunity to participate in the Company's value appreciation over time, thereby fostering financial growth.
 - (ii) **Align Employee interest with organizational goals:** Encourage Employees to actively contribute to the Company's future growth and success by sharing the financial benefits of that growth.
 - (iii) **Attract and retain talent:** Utilize ESOP 2026 as a strategic tool to attract top talent in the industry, offering them a compelling reason to join and remain with the Company by participating in its growth and success.
 - (iv) **Recognize performance:** Offer Options as a form of recognition and reward for Employees who have consistently delivered exceptional performance, thereby encouraging continued excellence and dedication.
- 1.3 The ESOP 2026 has been formulated in accordance with the provisions of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021. The ESOP 2026 is established with effect from July 23, 2026, on which date the shareholders of the Company have approved the ESOP 2026 by way of a special resolution and shall continue to be in force until the earlier of (i) its termination by the Board or Committee as per provisions of Applicable Law, or (ii) the date on which all of the Options available for Grant under the ESOP 2026 have been Granted and Exercised.

Provided that any such termination of the ESOP 2026 shall not affect the Options already Granted, and such Options shall remain in full force and effect as if the ESOP 2026 had not been terminated unless mutually agreed otherwise between the Option Grantee and the Company or the Committee.



2. Definitions and Interpretation

2.1 Definitions

- i. **“Applicable Law”** means every law relating to employee stock options by whatever name called, including but without limitation to the Companies Act, Securities and Exchange Board of India Act 1992, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018 (**“ICDR Regulations”**), the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**“LODR Regulations”**), the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (**“SEBI SBEB Regulations”**), Income Tax Act, 2025, as amended and enacted or reenacted from time to time, read with all circulars and notifications issued thereunder and all relevant , securities, exchange control or corporate laws of India or of any relevant jurisdiction or of any Stock Exchange on which the Shares are listed or quoted.
- ii. **“Board”** means the Board of Directors of the Company, as defined under section 2(10) of the Companies Act.
- iii. **“Committee”** means the Nomination and Remuneration Committee constituted by the Board from time to time, comprising of such members of the Board as provided under Regulation 19 of the LODR Regulations, as amended from time to time and having such powers as specified under the SBEB 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 **“Harsha Engineers International Limited”**, a company registered in India under the provisions of the Companies Act, 1956, having CIN: L29307GJ2010PLC063233 and having its registered office at, Sarkhej-Bavla Road, Changodar, Sanand, Ahmedabad, Gujarat, India, 382213.
- vi. **“Company Policies/Terms of Employment”** means the Company’s policies in place from time to time for its Employees and the Terms of Employment as contained in the employment letter, any other communication issued subsequently and the Company policy.



Explanation: for the purpose of this definition, the term ‘Company’ includes its Subsidiary Company to the extent the Employees of the Subsidiary Company are covered under ESOP 2026.

- vii. **“Confidentiality”** means revealing or sharing information without prior approval/authorization to any internal/external person or entity about trade secrets, confidential information, the information contained in any manuals or dealings, or any information concerning the organization, business, finances, transactions or affairs of the Company and/or its affiliates/associates/group companies obtained during the course of the employment with the Company.
- viii. **“Director”** shall have same meaning as defined under section 2(34) of the Companies Act.
- ix. **“Eligibility Criteria”** means the criteria as may be determined from time to time by the Committee for Granting the Options to the Employees.
- x. **“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;
 - (iii) an employee as defined in sub-clauses (i) and (ii) above, of Subsidiary Company in India or outside India
- but excludes-**
- a. an Employee who is a Promoter or a person belonging to the Promoter Group; or
 - b. a Director who, either by himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% of the outstanding equity Shares of the Company.
- xi. **“Employee Stock Option”** or **“Options”** means an option given to an Employee which gives such Employee the right, but not an obligation, to acquire at a future date the Shares underlying the Options at a pre-determined price, subject to the terms of this ESOP 2026.
- xii. **“ESOP 2026”** or **“Plan”** means **‘Harsha Engineers International Limited - Employee Stock Option Plan 2026’** under which the Company is authorized to Grant Options to the Employees.



- xiii. **“Exercise”** of an Option means expression of an intention by an Employee to the Company to acquire the Shares underlying the Options Vested in him, in pursuance of the ESOP 2026, in accordance with the procedure laid down by the Company for Exercise of Options.
- xiv. **“Exercise Period”** means such time period after Vesting within which the Employee can Exercise the Options Vested in him in pursuance of the ESOP 2026.
- xv. **“Exercise Price”** means the price payable by an Employee in order to Exercise the Options Granted to him in pursuance of the ESOP 2026.
- xvi. **“Grant”** means issue of Options to the Employee under the ESOP 2026 and as communicated to employees via letter of grant.
- xvii. **“Grant Date”** means the date of the meeting of the Committee in which Grant of Options 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.

- xviii. **“Independent Director”** means a Director within the meaning of Section 149(6) of the Companies Act, read with Regulation 16(1)(b) of the LODR Regulations, as amended from time to time.
- xix. **“Market Price”** means the latest available closing price on the date immediately prior to the Relevant Date on the recognized Stock Exchange on which the Shares of the Company are listed.

Explanation- If such Shares are listed on more than one recognised Stock Exchange, then the closing price on the recognised Stock Exchange having higher trading volume on the Relevant Date shall be considered as the Market Price.

- xx. **“Merchant Banker”** shall have the same meaning assigned to it under Regulation 2(1)(cb) of 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.

- xxi. **“Misconduct”** means and includes any of the following acts or omissions by an Employee in addition to any provisions prescribed in the offer of employment 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, determined after following the principles of natural justice; or
- (vii) breach of Non-Compete Commitment and Confidentiality;
- (viii) any other terms and conditions as notified by the Committee from time to time.

xxii. **“Non-Compete Commitment”** means not engaging directly or indirectly, for-profit or without profit, individually or with any organization or person engaged in any activities which are similar to the nature of business of the Company during the tenure of the employee and within 36 months after termination of the contract of the employment with the Company. This also includes engaging, consulting, or working in any form or manner with any present or past employees, clients, vendors, customers, contractors, etc. of the Company for gains or without gains, voluntarily or involuntarily, as a freelancer or with any organization, directly or indirectly, part-time, or full-time.

xxiii. **“Option Grantee”** means an Employee who has been Granted an Option and has accepted such Grant as required under the ESOP 2026 and shall deem to include nominee/ legal heir of an Option Grantee in case of his death to the extent provisions of the ESOP 2026 are applicable to such nominee/ legal heir.

xxiv. **“Permanent Incapacity”** means disability of a nature which in the determination of the Committee (taking into consideration, *inter alia*, certificate of a medical expert identified by the Committee) incapacitates or prevents or handicaps an Employee from performing specific job, work or task. The decision of the Committee whether or not a disability constitutes as Permanent Incapacity shall be final, conclusive, and binding on all concerned parties.



- xxv. **"Promoter"** shall have the same meaning assigned to it under the ICDR Regulations, as amended from time to time.
- xxvi. **"Promoter Group"** shall have the same meaning assigned to it under the ICDR Regulations, as amended from time to time.
- xxvii. **"Relevant Date"** means:
- (i) in the case of Grant, the date of the meeting of the Committee on which the Grant is approved; or
 - (ii) in the case of Exercise, the date on which the notice of Exercise is given to the Company by the Option Grantee.
- xxviii. **"Retirement"** means retirement or superannuation of an Employee as per the prevalent rules of the Company or its Subsidiary Company.
- xxix. **"SEBI SBEB 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.
- xxx. **"Secretarial Auditor"** means a company secretary in practice appointed by the 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 LODR Regulations.
- xxxi. **"Shares"** means equity shares of the Company of face value of Rs. 10/- (Rupees Ten Only) each, fully paid-up, including the equity shares arising out of the Exercise of Options Granted under the ESOP 2026.
- xxxii. **"Stock Exchange"** means National Stock Exchange of India Limited or BSE Limited or any other recognized stock exchange in India on which the Company's Shares are listed.
- xxxiii. **"Subsidiary Company"** means any present or future subsidiary company(ies) of the Company, as defined under the provisions of the Companies Act.
- xxxiv. **"Unvested Option"** means an Option in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Option Grantee has not become eligible to Exercise the Option.
- xxxv. **"Vested Option"** means an Option in respect of which the relevant Vesting Conditions have been satisfied and the Option Grantee has become eligible to Exercise the Option.



xxxvi. “**Vesting**” means earning by the Option Grantee, of the right to Exercise the Options Granted to him in pursuance of the ESOP 2026.

xxxvii. “**Vesting Condition**” means any condition subject to which the Options Granted would Vest in an Option Grantee.

xxxviii. “**Vesting Period**” means the period during which the Vesting of the Option Granted to the Employee, in pursuance of the ESOP 2026 takes place.

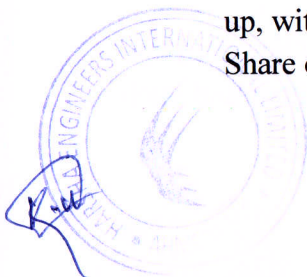
2.2 Interpretation

In this ESOP 2026, 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) reference to any statute, rules, regulations, or notification shall include any amendment, modification, substitution or re-enactment thereof;
- f) the terms defined above, including their grammatical variations and cognate expressions, shall, unless repugnant to the context or meaning thereof, for the purposes of the ESOP 2026 have the meanings herein specified and terms not defined above shall have the meanings as defined in the Companies Act or Applicable Law, including SEBI SBEB Regulations, as the context requires; and
- g) words / phrases and expressions used and not defined here but defined in the SEBI SBEB Regulations, Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 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, while approving this ESOP 2026 by way of special resolution dated **July 23, 2026** have authorized the Committee to Grant not exceeding 18,00,000 (**Eighteen Lakh**) Options to the eligible Employees in one or more tranches, from time to time, which in aggregate Exercisable into not more than **18,00,000 (Eighteen Lakhs)** Shares of face value of Rs. 10/- (Rupees Ten Only) each, fully paid up, with each such Option conferring a right upon the Option Grantee to apply for one Share of the Company in accordance with the terms and conditions as may be decided

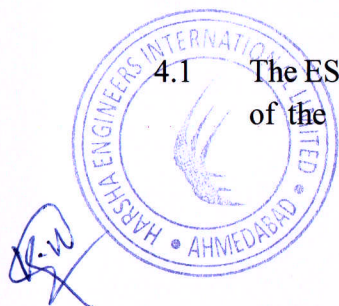


by the Committee in accordance with the provisions of this ESOP 2026 and in due compliance with Applicable Law.

- 3.2 The maximum number of Options that may be granted to each Employee per Grant and in aggregate (taking into account all grants) shall vary depending upon the designation and the appraisal/ assessment process. However, per Employee and per Grant shall not exceed 6,00,000 (Six Lakhs) and in aggregate shall not exceed 6,00,000 (Six Lakhs) Options at the time of Grant.
- 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 Options to any identified Employee, during any one 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 Options.
- 3.4 The maximum quantum of benefits contemplated under the Plan are in terms of the maximum number of Options that may be granted to an eligible Employee.
- 3.5 If an Option expires, lapses or becomes un-Exercisable due to any reason, it shall be brought back to the Options pool as mentioned in sub-clause 3.1 and shall become available for future Grants, subject to compliance with the Applicable Law.
- 3.6 Where Shares are issued consequent upon Exercise of Options under the ESOP 2026, the maximum number of Shares that can be issued under the ESOP 2026 as referred to in sub-clause 3.1 above shall stand reduced to the extent of such Shares issued.
- 3.7 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 ESOP 2026, the maximum number of Shares being issued under the ESOP 2026 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. Thus, for example, if the prevailing face value of each Share is Rs. 10 per Share and the revised face value after the Share split is Rs. 5 per Share, the total number of Shares available under ESOP 2026 would be (Shares reserved at sub-clause 3.1 x 2) Shares of Rs. 5 each. Similarly, in the case of bonus issues, rights issues, merger, sale of division and others, the available number of Shares under ESOP 2026 shall be revised to restore the value, in terms of Sub-clause 4.4(e) of this ESOP 2026.

4. Administration

- 4.1 The ESOP 2026 shall be administered by the Committee. All questions of interpretation of the ESOP 2026 or any Option shall be determined by the Committee and such



determination shall be final and binding upon all persons having an interest in the ESOP 2026 or in any Option issued thereunder.

- 4.2 Neither the Committee nor any of its members shall be liable for any actions taken in good faith for the implementation of ESOP 2026.
- 4.3 The Committee may rely upon the advice and assistance of any professional it deems appropriate in the implementation of ESOP 2026.
- 4.4 The Committee, inter- alia, shall in accordance with this ESOP 2026 and Applicable Law determine the following:
- (a) the Eligibility Criteria for Grant of Options to the Employees;
 - (b) the quantum of the Option to be Granted under the ESOP 2026 per Employee, subject to the ceiling as specified in sub-clause 3.1 and 3.2;
 - (c) terms and conditions in respect of Grant to, Vesting in, and Exercise of Options by the Employees, which may be different for different Employees or classes thereof falling into the same tranche of Grant of Options under the ESOP 2026;
 - (d) the specific Exercise Period within which the Option Grantee should Exercise the Option and that Option would lapse on failure to Exercise the Option within the Exercise Period;
 - (e) the procedure for making a fair and reasonable adjustment to the number of Option 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 the following shall be taken into consideration by the Committee:
 - (i) the number and the Exercise Price of Option shall be adjusted in a manner such that total value of the Option remains the same after the corporate action; and
 - (ii) the Vesting Period and the life of the Option shall be left unaltered as far as possible to protect the rights of the Option Grantees.
 - (f) the procedure and terms for the Grant, Vesting and Exercise of Option in case of Employees who are on long leave;
 - (g) the conditions under which Option Vested in Option Grantee may lapse in case of termination of employment for Misconduct;



- (h) the procedure for buy-back of Options Granted under the ESOP 2026, 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 Options that the Company may buy-back in a financial year;
- (i) formulate suitable policies and procedures to ensure that there is no violation of Applicable Law in relation to this ESOP 2026 by the Company and the Employees;
- (j) the procedure for funding for Exercise of Options, as permitted under the Applicable Law; and
- (k) approve forms, writings and/or agreements to be used in pursuance of the ESOP 2026.

4.5 The Company has framed and adopted 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 of its Employee.

4.6 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 Law, such power to do specific acts and things without limitation for the listing of Shares on recognized Stock Exchange(s) arising pursuant to Exercise of Vested Options, 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 ESOP 2026.

5. Eligibility and Applicability

5.1 Only Employees within the meaning of ESOP 2026 are eligible for granting of Options. The specific Employees to whom the Options would be Granted, and their Eligibility Criteria shall be determined by the Committee taking into consideration the recommendation of the management from time to time.



- 5.2 The broad criteria for appraisal and selection may include parameters like grade, past performance, potential contribution, current tenure with the Company, degree of indispensability and/or such other criteria as may be determined by the Committee at its sole discretion, from time to time. However, for new joiners, the broad criteria for selection shall be basis prior work experience, applicable skills, designated job role or such other factors as determined by the Committee.
- 5.3 Provided that the Committee while granting the Options to any eligible Employee(s) of its Subsidiary Company, in India or outside India, shall at its discretion, consider the factors including but not limited to the role(s) of such Employee(s) for safeguarding the interest of the Company, or such Employee's contribution to the Company.
- 5.4 The Plan shall be applicable to:
- i. the Company (including any successor company thereof), its Employees; and
 - ii. its Subsidiary Company, in India or outside India, and their employees/directors, to the extent any of them covered as "Employees" under the Plan.

6. Grant and acceptance of Grant

6.1 Grant of Options

- (a) Grants contemplated under the ESOP 2026 shall be made on such day and month as decided by the Committee at its discretion taking into consideration the recommendation of the management of the Company.
- (b) Each Grant of Option under the ESOP 2026 shall be made in writing by the Company to the eligible Employees who are 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 Law.

6.2 Acceptance of the Grant

- (a) Any Employee who wishes to accept the Grant made under the ESOP 2026 must deliver to the Company a duly signed acceptance of the letter of Grant on or before a date specified in the letter of Grant ("**Closing Date**"), which shall not be more than 30 days from the date of the Grant.
- (b) 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.
- (c) Upon acceptance of the Grant in the manner described above, the Employee as an Option Grantee, shall be bound by the terms, conditions and restrictions of the ESOP 2026 and the letter of Grant.

- (d) No amount would be required to be paid by the Option Grantee either at the time of Grant or at the time of Vesting.

7. Vesting Schedule and Vesting Conditions

- 7.1 The Option Granted under the ESOP 2026 would Vest not earlier than the minimum Vesting Period of **1 (One) year** and not later than maximum Vesting Period of **4 (Four) years** from the date of Grant.

Provided that in case where Options are Granted by the Company under the ESOP 2026 in lieu of Options 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 Options 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 SEBI SBEB Regulations.

Provided further that in the event of death or Permanent Incapacity of an Option Grantee, the minimum Vesting Period shall not be applicable and in such instances, all the Unvested Options shall Vest with effect from date of the death or Permanent Incapacity, as the case may be.

Provided further that in case of Retirement, all the Unvested Options as on the date of Retirement would continue to Vest in accordance with the original vesting schedules even after the Retirement (refer clause 8.2 for details), unless otherwise determined by the Committee in accordance with the Company's Policies and provisions of the then prevailing Applicable Laws.

- 7.2 Unless the Committee specifies a different Vesting Schedule, subject to compliance with sub-clause 7.1, the following Vesting Schedule shall apply to all Grants made under the ESOP 2026:

Vesting Period	Vesting Schedule
At the end of 1 (one) year from the date of Grant	10% of the Options Granted
At the end of 2 (two) year from the date of Grant	20% of the Options Granted
At the end of 3 (three) year from the date of Grant	30% of the Options Granted
At the end of 4 (four) year from the date of Grant	40% of the Options Granted

- 7.3 In the event that an Employee, who has been Granted Options under the ESOP 2026, is transferred or deputed or seconded to/ from its Subsidiary Company prior to Vesting,



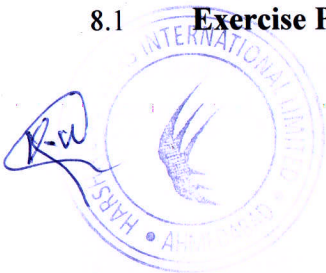
the original Vesting Period as defined under the respective letter of Grant shall continue in the case of such transferred, deputed, or seconded employee even after the transfer, deputation, or secondment.

- 7.4 The vesting of Options shall be contingent upon the Employee's continued employment or service with the Company or its Subsidiary, as applicable. In addition, the Committee may, at its sole discretion, impose specific corporate performance conditions as a prerequisite for vesting. Such corporate performance parameters may include, inter alia, achievement of Board-approved annual targets relating to Revenue and Profit After Tax, or any other performance metric(s) as determined by the Committee. The satisfaction of these performance conditions shall be required for the Options to vest, as specified in the Letter of Grant. The Committee shall have the authority to determine the applicable performance parameters for an individual Employee or a class of Employees, based on their respective roles and responsibilities. The Committee may also assign appropriate weightages to such parameters, as it deems fit.
- 7.5 As a pre-requisite for a valid Vesting, an Option Grantee is required to be in employment or service of the Company or its Subsidiary Company as the case may be, on the date of Vesting and must neither be serving his notice for termination of employment/ service, nor be subject to any disciplinary proceedings pending against him on such date of Vesting. In case of any disciplinary proceedings against any Option Grantee, the relevant Vesting shall be kept in abeyance until disposal of the proceedings and such Vesting shall be determined accordingly.
- 7.6 The specific Vesting Schedule, and Vesting Condition, if any, in respect of the Options Granted under the ESOP 2026 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 Options to be Vested and would be outlined in the letter of Grant given to the Option Grantee at the time of Grant of Options.
- 7.7 **Vesting of Options in case of Option Grantee on long leave**

The period of leave shall not be considered in determining the Vesting Period in the event the Option Grantee is on a sabbatical, as defined in the Company Policies/Terms of Employment. 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 Option shall be determined by the Committee, which can be at a maximum discount of up to 20% (Twenty percent) to the Market Price of the Shares as on the Grant Date. However, the Exercise Price per Option shall not be less than the face value of the Share of the Company.
- (b) The Exercise Price shall be specified in the letter issued to the Option 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 by any electronic mode or in such other manner as the Committee may decide from time to time.

8.2 Exercise Period

(a) Exercise while in employment

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

(b) Exercise in case of separation from employment

Options can be Exercised as per provisions outlined below:

S. No.	Events of separation	Vested Options	Unvested Options
1	Resignation/ termination (other than due to Misconduct)	All the Vested Options as on the date of submission of resignation or termination shall be exercisable by the Option Grantee within 3 (Three) months from the last working day or on or before the end of the Exercise Period, whichever is earlier.	All the Unvested Options as on date of submission of resignation/termination shall stand cancelled with effect from the date of submission of such resignation/termination.
2	Termination due to Misconduct	All the Vested Options at the time of such termination shall stand cancelled with effect from the date of such termination and shall be deemed to have been lapsed.	All the Unvested Options on the date of such termination shall stand cancelled with effect from the date of such termination and shall be deemed to have been lapsed.



S. No.	Events of separation	Vested Options	Unvested Options
3	Retirement	All the Vested Options as on the date of Retirement shall be exercisable by the Option Grantee within 12 (Twelve) months from the date of Retirement or on or before the end of the Exercise Period, whichever is earlier.	All Unvested Options as on the date of Retirement would continue to Vest in accordance with the original Vesting Schedule even after Retirement. All such aforesaid Options upon Vesting can be Exercised within 12 (Twelve) months from the date of Vesting.
4	Death	All Vested Options may be Exercised by the nominee as declared by the Option Grantee or his / her legal heir within a period of 12 (Twelve) months from the date of such event.	All the Unvested Options as on date of death shall Vest immediately and can be exercised in the similar manner as defined for Vested Options.
5	Permanent Incapacity	All Vested Options may be exercised by the Option Grantee or his/her nominee or legal heirs within a period of 12 (Twelve) months from the date of determination of Permanent Incapacity or on or before the end of the Exercise Period, whichever is earlier.	All the Unvested Options as on date of incurring such incapacity shall vest immediately and can be exercised in similar manner as defined for Vested Options
6	Transfer / deputation / secondment from/ to Subsidiary Company or Associate Company	Exercise Period to remain the same as per the terms of the Grant. In case of subsequent separation, treatment of Vested Options shall be as per applicable circumstance mentioned in this table.	Vesting Schedule and Exercise Period to remain same as per the terms of the Grant. In case of subsequent separation, treatment of Unvested Options shall be as per applicable circumstance mentioned in this table.



S. No.	Events of separation	Vested Options	Unvested Options
7	Separation due to reasons apart from those mentioned above	The Committee shall decide whether the Vested Options as on that date can be Exercised by the Option Grantee or not, and such a decision shall be final.	All Unvested Options on the date of such separation shall stand cancelled unless otherwise required by Applicable Law or as may be determined by the Committee

8.3 The Options 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 Options Vested in him, subject to payment of Exercise Price and compliance with other requisite conditions of Exercise.

8.4 In the event of the death of an Eligible Employee who has not nominated any person(s), or in absence of such nominated person or in case of death of such nominee the Options Granted shall be Exercisable by the legal heir(s) or successor(s) of the deceased Employee within such time and in such manner as stipulated in sub-clause 8.2. Provided, however, that the legal heir(s) or successor(s) shall be required to submit to the Committee all such documents, declarations, and/or indemnities as may be reasonably required by the Company to establish their claim as legal heir(s) or successor(s) of the deceased Employee's estate.

8.5 **Lapse of Options**

The Options not Exercised within the Exercise Period shall lapse and be cancelled on expiry of such Exercise Period. The Option Grantee shall have no right or recourse over such lapsed/ cancelled Options.

9. **Lock-in**

The Shares arising out of Exercise of Vested Options shall not be subject to any lock-in from the date of allotment of such Shares under the ESOP 2026.

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 delisted from all the recognized Stock Exchanges, then the Committee as authorized by the Board shall have the power to set out terms and

conditions for the treatment of Vested Options and Unvested Options in due compliance with the Applicable Law.

11. Restriction on transfer of Options

- 11.1 The Option shall not be pledged, hypothecated, mortgaged, or otherwise alienated in any other manner.
- 11.2 The Options shall not be transferable to any person except in the event of death/ Permanent Incapacity of the Option Grantee, in which case provisions at sub-clause 8.2(b) would apply.
- 11.3 No person other than the Option Grantee shall be entitled to Exercise the Option except in the event of the death/ Permanent Incapacity of the Option Grantee, in which case provisions at sub- clause 8.2(b) would apply.

12. Rights as a shareholder

- 12.1 The Option Grantee shall not have a right to receive any dividend or to vote or in any manner or enjoy the benefits of a shareholder in respect of Options Granted, till Shares underlying such Options are issued by the Company upon Exercise of such Options.
- 12.2 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as that of a shareholder of the Company (for example, to bonus shares, rights shares, dividend, voting, etc.) in respect of any Shares covered by the Grant unless the Option Grantee Exercises the Options 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, etc.) the Option Grantee shall not be eligible for any right or status of any kind as that of a shareholder of the Company. However, the necessary adjustments to the number of Options or the Exercise Price or both would be made in accordance with sub-clause 4.4(e) of the ESOP 2026.

13. Deduction/recovery of tax

- 13.1 The liability of paying taxes, if any, in respect of Options Granted pursuant to this ESOP 2026 and the Shares issued pursuant to Exercise thereof shall be entirely on Option Grantee (or his nominee(s)/ legal heir(s)/ successor(s), as the case may be) and shall be in accordance with the provisions of Income Tax Act, 2025 read with rules issued thereunder and/or Income Tax laws of respective countries as applicable to eligible Employees of Company, or its Subsidiary Company as the case may be, working abroad, if any.



- 13.2 The Company shall have the right to deduct from the Option Grantee's (or his nominee(s)/ legal heir(s)/ successor(s), as the case may be) salary or recover separately, any of the Option Grantee's tax obligations arising in connection with the Options upon the Exercise thereof. 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 Option Grantee (or his nominee(s)/ legal heir(s)/ successor(s), as the case may be) in full.

14. Authority to vary terms

- 14.1 For the purpose of efficient implementation and administration of the ESOP 2026 and with the prior approval of the shareholders' of the Company by way of a special resolution, the Committee may revise the terms of the ESOP 2026 and/ or terms of the Options already Granted but not yet Exercised under the ESOP 2026 subject to the condition that such amendment, alteration, or variation, as the case may be is not detrimental to the interest of Option Grantee.

Provided that the Company shall be entitled to vary the terms of the ESOP 2026 to meet any regulatory requirement without seeking shareholders' approval by way of a special resolution.

- 14.2 The Committee may also re-price the Options which are not Exercised, whether or not they have Vested, if ESOP 2026 is rendered unattractive due to fall in the price of the Shares, provided that the Company ensures that such re-pricing shall not be detrimental to the interest of the Option Grantee and approval of the shareholders by way of a special resolution has been obtained for such re-pricing.

15. Miscellaneous

15.1 Government regulations

This ESOP 2026 shall be subject to all Applicable Law, including any statutory modification(s) or re-enactment(s) thereof, and approvals from government authorities. The Grant and the allotment of Shares under this ESOP 2026 shall also be subject to the Company requiring Option Grantee to comply with all Applicable Law.

15.2 Inability to obtain approval

The inability of the Company to obtain approval from any regulatory body having jurisdiction over the Company, or under any Applicable Law, for the lawful issuance

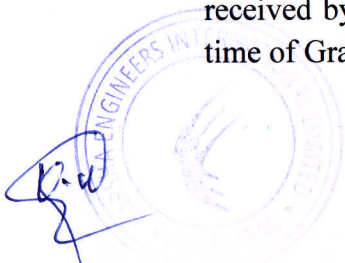


of any Shares hereunder, shall relieve and wholly discharge the Company from any or all liability in respect of the failure to Grant the Options or issue Shares.

- 15.3 Neither the existence of this ESOP 2026 nor the fact that an individual has on any occasion been Granted an Option 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 ESOP 2026 by being Granted an Option on any other occasion.
- 15.4 The rights granted to an Option Grantee upon the Grant of an Option shall not afford the Option Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with the Company or its Subsidiary Company, for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 15.5 The Option 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 Option in whole or in part.
- 15.6 Participation in the ESOP 2026 shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity Shares and the risks associated with the investments is that of the Option Grantee.

16. Malus / Clawback

- 16.1 Notwithstanding anything contained elsewhere in this Scheme, the Company reserves the right to execute malus or clawback arrangements in respect of Options already granted, vested or exercised, as the case may be, in accordance with Applicable Laws and guidelines issued by regulatory authority from time to time. Options granted under the Scheme are always subject to malus and clawback as may be exercised by the Company in the event of subdued or negative financial performance of the Company and/or the relevant line of business or Employee Misconduct in any year or in any other circumstances as determined by the Committee.
- 16.2 A malus arrangement permits the Company to prevent Vesting of all or part of the Options granted to an Option Grantee. However, this arrangement shall not reverse the Vesting of already Vested Options.
- 16.3 A clawback, on the other hand, is a contractual agreement between the Option Grantee and the Company, being evidenced on the acceptance of the Grant, in which case the Option Grantee shall relinquish any benefit that accrued to or return any benefit that is received by such Option Grantee to the Option under circumstances specified at the time of Grant of Option.



17. Accounting and Disclosures

The Company shall follow the requirements including the disclosure requirements under 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 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 SEBI SBEB Regulations.

18. Certificate from Secretarial Auditors

The Board shall at each annual general meeting place before the shareholders, a certificate from the Secretarial Auditors of the Company that the ESOP 2026 has been implemented in accordance with the SEBI SBEB Regulations and in accordance with the shareholders' resolution approving ESOP 2026.

19. Governing Laws

19.1 The terms and conditions of the ESOP 2026 shall be governed by and construed in accordance with the Applicable Law, including the foreign exchange laws mentioned below.

19.2 Foreign exchange laws

In case any Options are Granted to any Employee resident 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 also be applicable and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vest, Exercise of Options and issue of Shares.

20. Notices

20.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of this ESOP 2026 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 Option Grantee available in the records of the Company; and/ or
- ii. Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; and/ or



- iii. Emailing the communication(s) to the Option 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 Option Grantee after cessation of employment.
- 20.2 All notices of communication to be given by an Option Grantee to the Company in respect of the ESOP 2026 shall be sent to the address mentioned below:

Designation: Head of Human Resources
Address: Harsha Engineers International Limited, Sarkhej-Bavla Road, Changodar, Sanand, Ahmedabad, Gujarat, India - 382213
E-mail: ESOP@harshaengineers.com

21. Nomination

To enable the Employees to nominate persons in respect of the Options, specific nomination forms (physical/electronic) shall be made available to the Employees from time to time. The nominee(s) in case of death of Option Grantee shall be the legal representative recognized by the Company as the inheritor of the Option Grantee in respect of all rights and liabilities for the purposes of this ESOP 2026.

22. Jurisdiction

- 22.1 The Courts in Ahmedabad, Gujarat shall have jurisdiction in respect of any or all matters, disputes or differences arising in relation to or out of this ESOP 2026.
- 22.2 Nothing in this sub-clause will however limit the right of the Company to bring proceedings against any Employee in connection with this ESOP 2026:
- (i) in any other court of competent jurisdiction; or
 - (ii) concurrently in more than one jurisdiction.

23. Listing of the Shares

- 23.1 The Company shall not Grant Options under the ESOP 2026 unless it obtains in-principle approval from the Stock Exchange where it is listed.
- 23.2 The Company shall appoint a Merchant Banker for the implementation of the ESOP 2026 and for the purpose of obtaining in-principle approval from the Stock Exchange(s), where it is listed.



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

24. Severability

In the event any one or more of the provisions contained in this ESOP 2026 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 ESOP 2026, but the ESOP 2026 shall be construed as if such invalid, illegal, or unenforceable provision had never been set forth herein, and the ESOP 2026 shall be carried out as nearly as possible according to its original intent and terms.

25. Confidentiality & non-disclosure

- 25.1 An Option Grantee must keep the details of ESOP 2026 and all other documents in connection thereto strictly confidential and must not disclose the details, wholly or partly, with any of his peers, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case Option Grantee is found in breach of this confidentiality clause, the Company has undisputed right to terminate any agreement, and all un-Exercised Options 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 Option Grantee. In the event of non-adherence to the provisions of this clause read with the confidentiality & non-disclosure clause as stated in the Terms of Employment, the Committee shall have the authority to deal with such cases as it may deem fit.

- 25.2 On acceptance of the Grant of Option offered by the Company, it shall be deemed that as if the Option Grantee has authorized the Company to disclose information relating to the Option Grantee during the process of implementation of the ESOP 2026 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*-----

