



SHRI. O.P JINDAL
EMPLOYEES STOCK OWNERSHIP PLAN (JSWSL) 2021
AS AMENDED
(OPJ ESOP PLAN 2021)

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This **Shri. O.P Jindal Employees Stock Ownership Plan (JSWSL) 2021** (hereinafter referred to as the “**OPJ ESOP PLAN 2021**” or “**Scheme**”) is pursuant to and under the authority granted in terms of approval by the shareholders at the annual general meetings of the Company held on July 21, 2021 and July 26, 2024, in accordance with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and the applicable provisions of the Companies Act, 2013 and the rules framed thereunder.

The Scheme applies to all Employees (as defined herein below). The Committee shall decide the entitlement of each Employee based on his/her level, grade, seniority, and other relevant factors.

This Scheme shall come into force on August 7, 2021.

SECTION -1

OBJECTIVES

The objectives of the Scheme are:

- (a) To enable the Company to attract and retain talented human resources by offering them the opportunity to acquire a continuing equity interest in the Company which will reflect their efforts in building the growth and the profitability of the Company.
- (b) To provide Employees an opportunity for investment in the Company’s equity in recognition of their efforts to grow and build the Company.
- (c) For rewarding employees on predetermined performance criteria and continued employment with the Company.

SECTION-2

DEFINITION & INTERPRETATION

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

- (a) “**Award**” means a written Award Agreement between an Employee and the Company, in the form set out in Annexure 1, confirming the grant of the Option and evidencing the terms and conditions upon which they may be exercised and sold;
- (b) “**Associate Company**” shall have the same meaning as defined under section 2(6) of the Companies Act, 2013;
- (c) “**Board**” means the board of directors of the Company;
- (d) “**Company**” means JSW Steel Limited (“**JSWSL**”) which term shall include its successor or assigns;
- (e) “**Compensation Committee / Committee**” means the JSWSL Nomination and Remuneration Committee of the Company (“**NRC**”) or such other committee of the Board constituted as per the SEBI Regulations;

- (f) **“Employee”** means
1. a permanent employee of the Company who has been working in India; or
 2. a director of the Company, whether a whole-time director or not but excluding an independent director; or
 3. an employee as defined in clauses (1) or (2) above of a Subsidiary, of the Company but does not include:
 - (i) an employee who is a Promoter or a person belonging to the Promoter Group; or
 - (ii) a director who either himself or through his relative or through any body corporate, directly or indirectly, holds more than ten percent of the outstanding Shares of the Company;
- (g) **“Employee Compensation”** means the total cost incurred by the Company towards employee compensation including basic salary, dearness allowance, other allowances, bonus and the value of all perquisites provided (if any) but does not include:
1. the fair value of the option granted under an employee stock option scheme; and
 2. the discount at which shares are issued under an employee stock purchase scheme;
 3. Any value of performance linked incentive/pay paid during the year
 4. Any value of group-wide benefit such as insurance premium for medical, accidental, life, any food/transport subsidy etc.
- (h) **“Exercise”**, in relation to Options, means making of an application by an Employee to the Trust for transferring Shares against vested Options pursuant to this Scheme;
- (i) **“Exercise Notice”** means the notice by which an Employee exercises his Options in the form prescribed in Annexure 2 or in such other form as may be communicated by the Company.
- (j) **“Exercise Period”** means a period of four years after Vesting within which an Employee should Exercise his vested Options in or any other period as may be deemed fit by the Committee and may vary for different Employees;
- (k) **“Exercise Price”** means the price payable by the Employee for Exercising Options granted to him in pursuance of OPJ ESOP PLAN 2021 or any other price as may be determined by the Committee but at least equal to the face value of the Shares;
- (l) **“Grant”** means the process pursuant to which specified number of Options are granted to the Employees under OPJ ESOP PLAN 2021;
- (m) **“Option”** means the option given to an Employee that gives him a right to purchase at a future date, the Shares offered by the Company, at a pre-determined price. This is a right but not an obligation granted to an Employee under the Scheme to apply for and receive Shares of the Company at the Exercise Price, during or within the Exercise Period, subject to the requirements of Vesting. Each Option granted would represent the right to apply for 1 (one) Share of the Company;

- (n) **“Grantee”** means an Employee who has been granted an Option under the Scheme and signed his acceptance thereof by way of an Award in accordance with the terms and conditions set forth in the Scheme;
- (o) **“Long Leave”** means the approved leave availed by the Eligible Employee for health related reasons, maternity or for pursuing education which is more than the prescribed leave by 3 days which an Employee is entitled to in a financial year in accordance with the policies of the Company.
- (p) **“Promoter”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018;
- (q) **“Promoter Group”** shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018;
- (r) **“Scheme”** means the JSWSL Employees Stock Ownership Plan – 2021 or OPJ ESOP PLAN 2021;
- (s) **“SEBI Regulations”** means SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and includes any amendments or modifications made thereto;
- (t) **“Secondary Acquisition”** means acquisition of existing shares of the Company by the Trust, on a delivery basis, on the platform of a recognized stock exchange for cash consideration;
- (u) **“Share”** means equity shares of JSW Steel Limited of a face value of Rs. 1 each;
- (v) **“Subsidiary”** means any present or future subsidiary as defined under the Companies Act, 2013, incorporated in India;
- (w) **“Trust”** means a trust established under the provisions of Indian Trusts Act, 1882 including any statutory modification or re-enactment thereof;
- (x) **“Trustee”** means a trustee of the trust;
- (y) **“Vesting”** means the process by which an Employee becomes entitled to receive the benefit of a Grant pursuant to the OPJ ESOP PLAN 2021;
- (z) **“Vesting Period”** means the period, from the date of Grant till the date on which the Grantee becomes eligible to Exercise the Options.

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 or the Securities Contract (Regulation) Act, 1956, or the Companies Act, 2013, or Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or SEBI Regulations or any statutory modification or re-enactment thereof, as the case may be.

INTERPRETATION

In this document, 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) references to the word “include” or “including” shall be construed without limitation; 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.

SECTION – 3

SCHEME ADMINISTRATION

- (a) The Committee shall, *inter alia*, formulate the detailed terms and conditions of the Scheme which shall include provisions specified by applicable law. The Committee shall also, subject to applicable law, have the power to amend the Scheme and correct any defects or remove any difficulties arising out of the implementation of the Scheme.
- (b) The Committee shall frame suitable policies and procedures to ensure that there is no violation of securities laws, as amended from time to time, including SEBI (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 by the Trust, the Committee, the Company and its Employees, as applicable.
- (c) The Committee shall be entitled to invite any person to attend its meetings and participate in the discussions and deliberations if it may so deem fit. The Committee, in exercise of its powers, may require any information from the management of the Company, and/or seek the assistance of any employee of the Company as it may deem fit, to discharge its duties fully and effectively.
- (d) This Scheme shall be supervised by the Committee, which may delegate its duties and powers in whole or in part as it may determine. The Committee is authorised to interpret this Scheme, to establish, amend and rescind any rules and regulations relating to this Scheme and to make any other determinations that it deems necessary or desirable for the administration and implementation of this Scheme. The Committee may correct any defect, omission or reconcile any inconsistency in this Scheme in the manner and to the extent the Committee deems necessary or desirable. Subject to the applicable laws, any decision of the Committee in the interpretation and administration of this Scheme as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned (including the Employee and their nominees). The Committee shall, *inter-alia*, have the power to do the following:
 - (i) Formulate and adopt forms, agreements, rules and regulations for implementing this Scheme from time to time.
 - (ii) Determine the terms and conditions, not inconsistent with the terms of this Scheme, of any Shares acquired hereunder and, subject to applicable laws, modify or add to all or any of the rights and obligations of the Grantee/ nominees.
 - (iii) Formulate the terms and conditions in case of Employees who are on long leave.
 - (iv) Decide all other matters in connection with the Shares under this Scheme in accordance with the applicable laws.
 - (v) Construe and interpret the terms of this Scheme.
 - (vi) Formulate various and/or separate sets of special terms and conditions in addition to those set out herein or in the terms of any Shares, to apply to any Grantee(s)/ nominee(s) or sets of Grantee(s)/ nominee(s).
 - (vii) Any other specific function as may be delegated to it by the Board and/or as may be required to be performed under the applicable laws.

- (e) All decisions made by the Committee in the matters referred to above shall be conclusive and binding on all parties concerned (including, but not limited to, the Grantees and their nominees). Neither the Company, nor the Board/Committee shall be liable for any action or determination made with respect to this Scheme or any Share acquired there under.
- (f) The powers and functions of the Committee can be specified, varied, altered or modified from time to time by the Board, subject to the rules and regulations as may be in force. The Board may further provide that the Committee shall exercise certain powers only after consultation with the Board and in such case, the said powers shall be exercised accordingly.
- (g) The Company will lend monies to the Trust on appropriate terms and conditions for the purpose of implementation of the Scheme in accordance with the Companies Act, 2013 and the rules issued thereunder.
- (h) Each Grantee shall be provided a copy of this Scheme and a copy of the Award.
- (i) The Trust shall maintain such records and data as may be required to implement the Scheme.
- (j) The Trust shall make available to every Grantee, the financial statements of the Company on an annual basis through intranet and on the website of the Company.
- (k) Each Grantee is deemed to have read, understood and accepted the provisions of the Scheme and the Award, upon the same being made available to them and shall, where applicable, bind their nominees.

SECTION - 4

EFFECTIVE DATE & TERMINATION OF THE SCHEME

The Scheme shall come into force on August 7, 2021.

The Scheme shall be terminated on August 7, 2040 and no Grant shall be made, nor shall any Option be exercisable under the Scheme after such date.

SECTION -5

GRANT OF OPTIONS

1. Quantum of Shares subject to the Scheme

The maximum number of Options available for Grant under the OPJ ESOP PLAN 2021 shall be 1,10,00,000. Each Option when exercised will be converted into 1 (one) Share of the Company. For the purpose of OPJ ESOP PLAN 2021, the Shares shall be acquired by the Trust by way of Secondary Acquisition, subject to necessary approvals in accordance with all applicable laws and regulations. The total number of Shares acquired pursuant to Secondary Acquisition shall at no time exceed the prescribed threshold applicable in a financial year. The Trust shall also hold the Shares so acquired for the minimum holding period prescribed under the SEBI Regulations, except for purposes of transferring the Shares off-market to the Employees.

The Trust shall not sell any Shares of the Company in the secondary market except in the circumstances specified in the SEBI Regulations.

2. Grant of Options

The Trust shall grant Options to the Employees based on their qualification, experience, performance, hierarchy level in the organization and other related factors, based on the recommendations of the Committee as per Clause 3 below.

3. Eligibility

- (a) Select Employees from grade L11-L15 and all Employees from L-16 to L19 grade are eligible for Options subject to the provisions of the Scheme. The Committee will determine and designate from time-to-time, Employees to whom Options are to be granted and the number of Options to be granted and recommend the same to the Trust. The Options shall be granted to such Employees under an Award signed by the authorized signatory of the Company and the Grantee. The proposed Award size / number of Options to be proposed to be granted shall be as per Annexure 1.
- (b) In recommending the eligibility of an Employee to receive Options under the Scheme, the Committee shall consider the performance of an Employee as indicated by the annual performance appraisal, minimum period of service, the position and responsibilities of an Employee, the nature and value to the Company of his services and accomplishments, his present and potential contribution to the success of the Company, past service and geographical location and such other factors that the Committee may deem relevant. The Committee however is authorized to change the eligibility criteria from time to time.
- (c) In case of directors, the eligibility would depend on the period for which the office of the director is held by the incumbent or proposed to be held by the incumbent and such other factors as Committee may think appropriate. The Committee at its discretion may recommend extending the benefits of the Scheme to a new director.

4. Terms and Conditions of Options

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 Committee.

- (a) No Employee shall have any right to demand the Grant of Options, nor shall the Company have any obligation to Grant Options to any Employee.
- (b) 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.
- (c) Upon completion of the Vesting Period, the Grantee shall have the right to Exercise the Options. The completion of the Vesting Period does not entitle the Grantee to any dividends, rights issue or bonus shares until the Options are Exercised and Shares are transferred to the Grantee.

5. Award

The grant of Options shall be confirmed by an Award which shall be executed by the Company and an Employee at the time of such Grant. The Award shall expressly state or incorporate by reference, the provisions of the Scheme. The Grantee is deemed to have read and understood the terms of the Scheme and the Award.

6. Option Accounting

In respect of Options granted during any accounting period, the accounting value of the Options shall be treated as another form of Employee Compensation in the financial statements of the Company. The Company shall conform to the disclosures and the accounting policies specified in the applicable accounting standards and Regulation 15 of the SEBI Regulations.

SECTION – 6

VESTING OF OPTIONS

- (a) Each Option granted shall be conveyed to the Grantee in the Award (as set out in Annexure 1), specifying the Vesting Date, number of Options granted, the Exercise Price, the Vesting schedule of the Option, the performance linked Vesting conditions of the Options, the earliest date on which the Options under the Grant shall be eligible for Vesting, and other terms and conditions thereof.
- (b) In case of termination of employment, the Options, to the extent not previously Vested, will lapse on the date of such termination of employment.
- (c) In the event of the death of a Grantee while in employment or after retirement, all the Options granted to him as on the date of his death shall, whether or not such Options were exercisable on the date of the Grantee's death, vest on such date in the nominees or legal heirs of the deceased Grantee as prescribed under the SEBI Regulations.
- (d) In the event of permanent disability of the Grantee while in employment or after retirement, all the Options granted to the Grantee as on the date of such permanent disability shall, whether or not such Options were vested on the date of the Grantee's permanent disability, vest on such date in him or the designated nominees or his legal heirs, as prescribed under SEBI Regulations.
- (e) Subject to applicable law, in case of retirement of an Employee in accordance with the retirement policy of the Company all the Options granted to him till such date shall, whether or not such Options were vested on the date of the Grantee's retirement, vest in the Employee as per the Vesting schedule as specified in the Award, subject to compliance with the performance conditions as mentioned in the Award.
- (f) In the event of voluntary resignation on the part of the Grantee and consequent termination of the Grantee's employment with the Company, then the vested Options, to the extent not previously Exercised, can be exercised by an Employee within 1 (one) month from the date of termination of employment and all Options which are not vested at the time of such termination shall lapse forthwith. 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.
- (g) In cases where the Employee is undergoing Disciplinary Inquiry in accordance with the Company's policies, or the Company discovers that the Employee had committed any act which would enable the Company to terminate his employment for "Cause", the Committee may at its discretion, delay the vesting, lapse, expire or forfeit all or part of the vested or unvested Options which are held by Employee.

"Disciplinary Inquiry" means any disciplinary inquiry which is undertaken as per the Company's policies.

- (h) In cases where Options, whether vested or unvested, lapse or expire or are forfeited for any reason, the Committee may re-issue the Options to the other eligible employees. The Options so issued shall be subject to the terms and conditions of the OPJ ESOP PLAN 2021.

SECTION – 7

EXERCISE OF OPTIONS

The Grantee has the right to convert any number of his vested Options into Shares in full or in tranches at any time during the Exercise Period subject to the following conditions:

- (a) The Option may be Exercised during the continuance of an Employees' employment with the Company and / or Subsidiary(ies) or its Associates, subject to the provisions of Section 6 and Section 8.
- (b) The Options may be Exercised by an Employee only by issuing an Exercise Notice to the Trust specifying the number of Options to be Exercised. The Option shall be deemed to be Exercised when an Employee pays to the Company a consideration equal to the respective Exercise Price of the Option and upon the satisfaction of the tax liability set out in Section 7(j).
- (c) As soon as practicable on receipt of the notice of Exercise of Options and receipt of consideration thereof, the Trust shall make necessary arrangements for transfer of Shares in lieu thereof.
- (d) **Cashless Exercise:** In a cashless exercise option, the Grantee shall have the option to allow the Trust to sell such number of shares, so as to enable the Grantee to fund the payment of the exercise price, the amount necessary to meet his/her tax obligations and other related expenses pursuant to exercise of options granted under this Scheme.

For the purpose of implementing such cashless exercise, the Trust shall be entitled to specify such procedures and/or mechanisms for exercise of the Options as may be necessary and the same shall be binding on the Grantee. The Trust may at its discretion refuse to permit the sale to be undertaken on exercise of the Options, if it determines that such a sale would result in contravention of the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 or any other law for the time being in force.

- (e) Notwithstanding anything contained herein or elsewhere in this Plan, it is hereby clarified that the Company/Trust is under no obligation to either buy the Shares or pay any compensation to any Employee under this clause as a result of the inability or unwillingness of the Employee to acquire any Shares, whether due to lack of funds, any restriction under law or otherwise.
- (f) In case the Employee does not Exercise the Options during the Exercise Period or such earlier date, as may be specified, the Options will lapse and no rights for the Employee with respect to such Options will accrue after that date.
- (g) Vesting and Exercise of Options in case of Employees on Long Leave - On availment of Long Leave, unless the Committee determines otherwise, , the period of leave shall be included to calculate the Vesting Period. A Grantee on leave can Exercise his/her Option as per the terms of the Award.
- (h) Non-Transferability - Each Option granted under the Scheme shall, by its terms be non-transferable by the Grantee (except by will or the laws of descent and distribution), and subject to Section 6 and Section 8, each Option shall be exercisable during the Grantee's lifetime only by the Grantee. The Option granted to the Employee shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- (i) Lock-in period - The Shares transferred upon exercise of Options granted under the Scheme are not subject to any lock in period and are freely tradable in the stock market.

(j) Taxation - Tax Liability

- (i) In the event of any tax liability, including any tax liability arising on account of change in the tax laws relating to the OPJ ESOP PLAN 2021, arising on account of the Grant/Exercise of Options and/or transfer of the Shares to an Employee, the liability shall be that of the Employee alone and the Company/Trust shall be indemnified to the extent of applicable taxes, if any, levied at any point of time upon the Company/Trust in this regard.
- (ii) No Shares shall be transferred to the Grantee or his nominee, as the case maybe, on Exercise of the Options under this Scheme unless appropriate taxes as required under the applicable tax laws, are discharged. Such taxes may either be deducted from the Grantee's salary and / or can be separately discharged by the Grantee or his nominee by giving a cheque / demand draft to the Company/Trust for the said amount.
- (iii) The Company/Trust shall have the right to deduct from the Grantee's salary, any obligation towards tax deduction arising in connection with the Option exercised or the Shares acquired upon the Exercise thereof. The Grantee will also authorize the Company/Trust in the prescribed format (as per Annexure-2) or in such other form as may be communicated by the Company, to sell such number of Shares as would be necessary to discharge the obligation in respect of tax deduction at source/recovery of tax paid and appropriate the proceeds thereof on behalf of the Employee.
- (iv) The Trust shall have no obligation to deliver Shares or to release Shares in pursuance of the Option or make payment arising out of exercise of cashless option, until the Company's tax deducting obligations, if any, have been satisfied by the Grantee or his nominee.
- (v) In the case of death of an employee, the determination of income, if any, arising on account of the Option shall be done at the relevant point of time when the options shall vest and it is exercised by the legal heirs. The tax treatment shall accordingly be determined by the Company/Trust upon the happening of the respective event in aforesaid scenarios which shall be binding on the Employee's Nominee/Legal Heirs.

SECTION – 8

TERMINATION

Resignation or Termination of Employment

- (a) If a Grantee's employment with the Company terminates for Cause, then the Options, to the extent not previously Exercised, will lapse on the date of such termination of employment.
- (b) "Cause" shall mean, as determined by the Committee, (i) engaging by an Employee in wilful, reckless or grossly negligent misconduct which is determined by the Committee to be detrimental to the interest of the Company or any of its affiliates, monetarily or otherwise, or (ii) an Employee pleading guilty to or conviction of a felony, or (iii) fraud, misfeasance, breach of trust or wrongful disclosure of any secret or confidential information about the Company to any third party, or (iv) employment of an Employee in any other organisation or provision of services by an Employee for any other organisation, or (v) any other reason which is determined by the Committee to be detrimental to the interest of the Company.
- (c) If a Grantee's employment with the Company terminates due to voluntary resignation on the part of the Grantee or for reasons other than as set out in this Section 8, then the vested Options, to

the extent not previously Exercised, can be exercised by an Employee within 1 (one) month from the date of termination of employment and all Options which are not vested at the time of such termination shall lapse forthwith. 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.

- (d) However, resignation on account of leaving the Company for joining any Associate or Subsidiary company of the Company will be regarded as employment transfers within the Company and will not be regarded as resignation or termination under this clause and all grants made by the Company shall, subject to applicable law, continue to vest and be exercisable by the Employee as per this Scheme so long as the Employee remains in the employment of any associate or Subsidiary Company.
- (da) In the event that an employee who has been granted benefits under a scheme is transferred pursuant to a scheme of arrangement, amalgamation, merger, or demerger or continued in the existing company, prior to the vesting or exercise, the treatment of options in such case shall be specified in such scheme of arrangement, amalgamation, merger, or demerger provided that such treatment shall not be prejudicial to the interest of the employee.

Death or Permanent disability while in the employment of the Company

- (e) If a Grantee dies while in the employment of the Company or if a Grantee suffers permanent disability while in the employment of the Company, the Granted Options shall vest immediately in him or his designated nominees or his legal heirs and the Options must be exercised within 18 months from the date of the Grantee's death or permanent disability.

Death after retirement from employment with the Company

- (ea) If a Grantee dies after retirement from employment with the Company, the Granted Options shall vest immediately in him or his designated nominees or his legal heirs and the Options must be exercised within 18 months from the date of the Grantee's death.

Retirement

- (f) In case of retirement, the Grantee shall have the right to exercise the Options within 6 months from the date on which the Options have vested in the Grantee or his/her nominees.

SECTION – 9

RIGHTS OF AN EMPLOYEE IN STOCK

- (a) Rights as a Shareholder - The Grantee shall have no rights in relation to the Shares until such time as the Exercise Price relating to such Option has been paid and the Shares have been transferred in his name.
- (b) No Right of Employment

The Grant of Options under this Scheme does not create a right to continued employment with the Company or its Subsidiaries or its Associates. Nothing in this Scheme or Award shall interfere with or limit in any way the right of the Company or Subsidiary or Associate to terminate the employment of the Grantee at any time.

SECTION -10

CHANGE IN CAPITAL AND CORPORATE ACTION

1. Changes in Capital

- (a) The existence of the Scheme and any Award 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 stock ahead of or affecting stock, 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 Scheme 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 and / or Committee along with such approvals as may be necessary to preserve the benefits or potential benefits intended to be made available under the Scheme or with respect to any outstanding Options or otherwise necessary to reflect any such change, in a manner that the Board and / or the Committee deems fit.
 - (ii) Fractional Shares resulting from any adjustment in Options pursuant to Section 10(1)(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 Committee 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 Scheme.

2. Change in Control

In the event of:-

- (a) a stock sale, merger, consolidation, combination, reorganization or other transaction resulting in change of control over the Company; or
- (b) other than as stated in 10(1)(b)(i), the liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets or business of the Company;

the Board may take such steps, as it deems fit in its discretion, and on such terms and conditions as it deems appropriate. No Grantee shall have any right to prevent the consummation of any of the foregoing acts affecting the number of Shares available to such Grantee.

3. Corporate Action

- (a) Notwithstanding anything contained under this Scheme, the Committee shall, inter alia, formulate the detailed terms and conditions of the OPJ ESOP PLAN 2021 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.

- (b) In this regard following shall be taken into consideration by the Committee:
- (i) 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;
 - (ii) for this purpose, global best practices in this area including the procedures followed by the derivative markets in India and abroad shall be considered;
 - (iii) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Grantee.

SECTION – 11

INTERPRETATION, AMENDMENTS, NOTICES & TERMINATION OF THE SCHEME

- (a) **Amendments to the Scheme:** Subject to such approvals as may be required under applicable law, the Committee may amend or terminate the Scheme from time to time in such respect as the Committee may deem advisable including in case of corporate actions which *inter alia* includes bonus issue, right issue, consolidation of Shares into Shares of larger denomination, split of Shares into Shares of smaller denomination etc., change the designation of the class of Employees eligible to receive Options, or add any material benefit to Grantees under the Scheme. Any amendment shall not affect the benefits already secured for the existing nominees under this Scheme. Any amendment proposed under this provision shall be in compliance with all applicable laws.
- (b) **Interpretation & Amendments:** The Trust may make such rules and regulations and establish such procedures for the implementation of the Scheme, as it deems appropriate. In the event of a disagreement as to the interpretation of this Scheme or of any rule, regulation or procedure or as to any question, right or obligation arising from or related to the Scheme, the decision of the Trust shall be final.
- (c) **Notices:** All notices under the Scheme shall be in writing, and if to the Trust, shall be delivered to the Trust at the address specified below with a copy to the Company and if to the Employee shall be delivered personally or mailed to the Employee at the address appearing in the payroll records of the Company. Such address may be changed at any time by a written notice to the other party.

The Trustees,
JSW Steel Employees Welfare Trust
JSW Centre, Bandra Kurla Complex,
Bandra (East),
Mumbai 400051

- (d) **Termination of the Scheme**

The Scheme shall terminate upon the occurrence of the following, whichever is earlier:

- (i) The effective date of a resolution adopted by the Committee terminating the Scheme;
- (ii) The date all Shares subject to the Scheme are delivered pursuant to the Scheme's provisions;
- or
- (iii) 19 (Nineteen) years from the date the Scheme comes into force.

No Options may be granted under the Scheme after the earliest to occur of the events or dates described in the foregoing paragraphs (i) through (iii) of this Section but Options granted so far shall continue in force beyond that date pursuant to these terms.

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

SECTION - 12

VARIATION OF THE TERMS OF OPJ ESOP PLAN 2021 & RE-PRICING

- (a) The Company shall not vary the terms of the OPJ ESOP PLAN 2021 in any manner, which may be detrimental to the interests of the Employees.
- (b) The Company may, by special resolution in a general meeting vary the terms of OPJ ESOP PLAN 2021 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.
- (c) The provisions of Regulation 6 of the SEBI Regulations shall apply to such variation of terms.
- (d) The notice for passing special resolution for variation of terms of OPJ ESOP PLAN 2021 shall disclose full details of the variation, the rationale thereof, and the details of the Employees who are the nominees of such variation.
- (e) The Company may, in accordance with applicable law, re-price Options which are not Exercised, whether or not they have been vested, if OPJ ESOP PLAN 2021 were rendered unattractive due to a fall in the price of Shares in the market; provided that such re-pricing shall not be detrimental to the interest of the Employees and the approval of shareholders in a general meeting has been obtained for such re-pricing.

SECTION - 13

OTHERS

- (a) Nothing contained in the Scheme shall be construed to prevent the Company, directly or through any trust settled by the Company, from implementing any other or future employee ownership plans which are deemed by the Company or the trust to be appropriate or in its best interest, whether or not such other action would have any adverse impact on the Scheme. No Employee or other person shall have any claim against the Company and/or trust as a result of such action.
- (b) If the acquisition of Shares is prevented by any law or regulation in force and the Employee is forbidden to acquire the Shares under such law or regulation, then in such an event the Company shall not be liable to compensate the Employee in any manner.
- (c) The Company's or the Committee's obligation to convey to the Grantee/ nominees any Shares shall be subject to set-off or counterclaim of amounts owed by the Grantee/ nominees to the Company or the Committee to the extent permitted under applicable laws.
- (d) Options granted pursuant to the Scheme shall be subject to such other terms, provisions and conditions (which need not be identical) not inconsistent herewith as shall be determined by the Committee.

- (e) In the event that any term, condition or provision of the Scheme is held to be a violation of any applicable law, statute or regulation the same shall be severable from the rest of the Scheme and shall be of no force and effect and the Scheme shall remain in full force and effect as if such term, condition or provision had not originally been contained in the Scheme.
- (f) The implementation of this Scheme, the acquisition of Shares under this Scheme shall be subject to the procurement by the Company and the Employee of all approvals and permits required by any regulatory authorities having jurisdiction over this Scheme and the Shares acquired pursuant thereto. The Employee under this Scheme will, if requested by the Committee, provide such assurances and representations to the Company or the Committee, as the Committee may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.
- (g) The Scheme shall not confer on any person, any legal or equitable rights against the Company or the Committee, directly or indirectly, or give rise to any cause of action at law or in equity against the Company, Trust or the Committee.
- (h) The Company shall bear the costs of establishing and administering this Scheme, including any costs of the Company's auditors or any independent financial advisor in relation to the preparation of any confirmation by them or provision of any other service in relation to this Scheme but not including brokerage, any fees for the opening of Demat Account or any other ancillary activity which will be communicated by the Company.
- (i) The Company shall comply with the accounting standards for share based employee benefits as prescribed under Ind AS and comply with other requirements as may be prescribed under the applicable regulations.
- (j) Participation in this Scheme 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 Grantee alone.

**APPROVED BY THE BOARD OF DIRECTORS AS OF 21st MAY 2021 &
17th MAY 2024**

AND

BY THE SHAREHOLDERS AS OF 21st JULY 2021 & 26th JULY 2024

**Jayant Acharya
Jt. Managing Director & CEO**

ANNEXURE 1

SHRI OP JINDAL EMPLOYEES STOCK OWNERSHIP PLAN (JSWSL) 2021

Award Agreement

You have been selected to be a participant in the Shri OP Jindal Employees Stock Ownership Plan (JSWSL) 2021 (hereinafter referred to as “**ESOP 2021**” or “**Scheme**”), as specified below:

Name of Grantee:

Employee Number:

Company Name:

You are hereby Granted Options to purchase Shares of the Company, subject to the terms and conditions of the Scheme and the following terms and conditions:

Particulars of options:

Number of Options Granted		[to be inserted]		
Date of Grant		[to be inserted]		
Vesting Date	Vesting of Grant	Exercise Period	Vesting Criteria	
			Tenure Based	Business Performance Criteria
[to be inserted]	25%	4 Years from Vesting Date	10%	15%
[to be inserted]	25%		10%	15%
[to be inserted]	50%		20%	30%
Exercise Price per Share		Re.1 per share.		
Term/Expiration Date		Subject to the provisions of the Scheme, all Options must be Exercised within four (4) years from the Vesting Date.		

***Business Performance Criteria will be as approved by the Nomination and Remuneration Committee of JSW Steel Limited (“Committee”).**

The vesting shall be in two parts:

- Part – I: 40% of the options shall be assured vesting subject to the employee’s continued employment on the date of Vesting.
- Part – II: Vesting of the remaining 60% of the options shall be linked to business performance criteria as mentioned below.

Business Performance Criteria for First Grant–

[to be inserted]

THIS AGREEMENT, effective as of the date of its execution by the Grantee and Company, is the Award Agreement referred to in the Scheme, and evidences the selection of the above-named Grantee to participate in the Scheme during the above-specified period, pursuant to the provisions of the Scheme and this Agreement.

The Scheme, a copy of which is attached hereto and made a part hereof as if fully set forth herein, provides a complete description of the terms and conditions governing the determination of the Grantee's Grant. If there is any inconsistency between the terms of this Agreement and the terms of the Scheme, the Scheme's terms shall completely supersede and replace the conflicting terms of this Agreement. All capitalized terms shall have the meanings ascribed to them in the Scheme, unless specifically set forth otherwise herein. The parties hereto agree as follows:

1. **Employment by the Company.** Any Grants made hereunder is subject to the condition that the Grantee remains employed by the Company or its Subsidiaries or its Associates from the time of the Grant through the end of the Vesting Period, unless as otherwise provided herein. However, neither such condition nor the award of a Grant shall impose upon the Company or its Subsidiaries or its Associates any obligation to retain the Grantee in its employment for any given period or upon any specific terms of employment.

Nothing in this Award Agreement shall interfere with or limit in any way the right of the Company to terminate any Grantee's employment at any time, nor confer upon any Grantee any right to continue in the employment of the Company or its Subsidiaries or its Associates, nor be deemed a waiver or modification of any agreement between the Grantee and the Company or its Subsidiaries or its Associates. The Scheme and this Agreement shall not form part of any contract of employment between the Company or its Subsidiaries or its Associates and any Employee, and the rights and obligations of any Employee under the terms of his office or employment shall not be affected by his participation in the Scheme or any right which he may have to participate in it and the Scheme shall afford such an Employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.

2. **Determination of Award:** The Grants for the Grantee is determined by the Committee.
3. **Grant of Options:** The Company hereby grants to the Grantee named in this Agreement an Option to purchase the number of Shares, as set forth in the Agreement, at the Exercise Price, subject to the terms and conditions of the Scheme.
4. **Exercise of Option:**
 - (a) *Right to Exercise.* The Option is exercisable during its term at any time on and after the Vesting Date and within the Exercise Period subject to the applicable provisions of the Scheme and this Agreement.
 - (b) *Method of Exercise.* This Option is exercisable by delivery of an Exercise notice, in the form attached as Annexure 2 to the Scheme or in such other form as may be communicated by the Company (the "Exercise Notice"), which shall state the election to Exercise the Option, the number of Shares in respect of which the Option is being Exercised (the "Exercised Equity Shares"), and such other representations and agreements as may be required pursuant to the provisions of the Scheme. The Exercise Notice shall be completed by the Grantee and delivered to the Trust with a copy to the Company marked to the attention of the Company Secretary and any other person, as may be determined by the Committee or in such other manner as may be communicated by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares and any amounts required for the discharge of the tax liability as provided for in Section 7 of the Scheme. This Option shall be deemed to be exercised upon receipt by the Trust of such fully executed Exercise Notice accompanied by such aggregate Exercise Price and the discharge of the tax liability.

No Shares shall be issued pursuant to the exercise of this Option unless such issuance and Exercise complies with applicable laws.

5. **Method of Payment.** Payment of the aggregate Exercise Price shall be by any of the following or a combination thereof, at the election of the Grantee, provided that the Trust has approved of such method:
- a) Demand Draft; or
 - b) At par Cheque
 - c) Cashless
 - d) Any other mode as may be approved by the Trust

The demand draft / pay order / cheque must be issued in the name of JSWSL EMPLOYEES WELFARE TRUST

6. **Non-Transferability of Option.** This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and, save as otherwise provided by the Scheme, may be Exercised during the lifetime of the Grantee only by the Grantee. The terms of the Scheme and this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Grantee.
7. **Term of Option.** This Option may be Exercised only within the term set out in the Agreement and the Scheme, and may be Exercised during such term only in accordance with the Scheme and the terms of this Agreement.
8. **Nominee Designation.** The Grantee may, from time to time, name any nominee or nominees (who may be named contingently or successively) who can exercise the Options in the event of death or total and permanent disability of the Grantee as provided for in the Scheme. Each such designation shall revoke all prior designations by the Grantee and shall be in a form prescribed by the Trust and will be effective only when delivered by the Grantee in writing to the Trust or in such other manner as may be communicated by the Company, during the Grantee's lifetime. Nominees may be changed without notice to prior nominees. In the absence of any such designation, the Options can be exercised only by the Grantee's legal heirs.
9. **Governing Law and Dispute Resolution:**
- 9.1 The Scheme and all agreements thereunder shall be governed by and construed in accordance with the Applicable Laws of India.
- 9.2 The Employee agrees and acknowledges that the Employee has received and read a copy of the Scheme and this Agreement. Any term of the Scheme that is contrary to the requirement of the Applicable Laws, including but not limited to the Foreign Exchange Management Act, 1999 and the rules and regulations framed thereunder shall not apply to the extent it is contrary.

9.3 In the event of a dispute arising out of or in relation to the provisions of the Scheme and this Agreement (including a dispute relating to the construction or performance thereof), the relevant parties shall attempt in the first instance to resolve such disputes through an amicable settlement. The attempt to bring about an amicable settlement shall be considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not more than 30 (thirty) days) gives 10 (ten) days' notice thereof to the other party in writing. In case of such failure, either party may refer the dispute to a single arbitrator appointed by both/all the parties and failing such agreement, to three arbitrators, one to be appointed by the Company, one to be appointed by the other party or parties to the dispute and the third arbitrator to be jointly appointed by the two arbitrators appointed by the parties. The arbitration proceedings shall be held in Mumbai, India under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The arbitrator(s) shall give a reasoned award in writing. The arbitrator(s) shall also decide on the costs of the arbitration proceedings. The parties shall submit to the arbitrator's award and the award shall be enforceable in competent court of law at Mumbai.

10. **Miscellaneous.**

- (a) The parties hereto acknowledge that there will be no adequate remedy at law for a violation of any of the provisions of this Agreement and that, in addition to any other remedies which may be available; all the provisions of this Agreement shall be specifically enforceable in accordance with their respective terms.
- (b) The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction. If any provision of this Agreement is held unlawful or unenforceable in any respect, such provision shall be revised or applied in a manner that renders it lawful and enforceable to the fullest extent possible under law.
- (c) Notwithstanding anything contained in the Scheme and this Agreement, the Employee/nominee shall not divulge the details of the Scheme and/or his holdings to any person except with the prior written permission of the Committee unless so required to do under the applicable laws or any statutes or regulations applicable to such Employee/nominee. In case of failure to comply with this Clause by the Employee /nominee this Agreement, shall, unless the Committee decides otherwise, stand automatically terminated without any liability to the Company.
- (d) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- (e) The headings and captions contained herein are for convenience only and shall not control or affect the meaning or construction of any provision hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.
- (f) This Agreement along with the Scheme constitutes the entire agreement, and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.
- (g) To the extent not pre-empted by law, this Agreement shall be governed by, and construed in accordance with, the laws of India, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the parties have caused this Award Agreement to be executed as of the date hereof:

For JSW Steel Limited	Grantee

ANNEXURE -2

SHRI OP JINDAL EMPLOYEES STOCK OWNERSHIP PLAN (JSWSL) 2021

Notice of Exercise of Options

The Trustees,
JSWSL Employees Welfare Trust

Exercise of Option. Effective as of today, the _____ day of _____, _____, the undersigned (“**Grantee**”) hereby elects to choose the Cashless Exercise of Options / Exercise the Options (Strike out whichever is not applicable) as provided in the JSWSL Employees Stock Ownership Plan 2021 (“**Plan**”) document. The number of Options to be Exercised in this manner are _____ Options of JSW Steel Ltd (the “**Company**”) under and pursuant to the Plan and the Award Agreement dated, _____ (the “**Award Agreement**”).

Delivery of Payment (Applicable only in case of cashless exercise of options).

The Trust is herewith authorized to appoint any stockbroker to sell _____ Equity Shares of the Company on behalf of the Grantee from the shares accrued to the Grantee from the exercised options mentioned above and appropriate the proceeding arising out of such sale of equity shares towards the Exercise Price of the abovementioned exercised Options and the Tax liability required to be discharged by the Grantee thereon under the Income Tax Act, 1961, as outlined in the Plan and the Award Agreement and do all actions, deeds and things as may be necessary for that purpose. The Grantee also authorizes the Trust to recover other amounts, expenses and charges due in connection with the sale. Any surplus fund be remitted to the Bank Account Details as mentioned below and the balance accrued shares be remitted to the Demat account mentioned below

Delivery of Payment (Applicable only in case of other than cashless exercise of options).

I herewith deliver to the Trust the full Exercise Price for the Equity Shares by way of cheque/demand draft/ any other mode as approved by the Trust and the amount required for discharging the tax liability in terms of the Plan.

Representations of Grantee: The Grantee acknowledges that Grantee has received, read and understood the Plan and the Award Agreement and agrees to abide by and be bound by their terms and conditions. The Grantee acknowledges that the sale may be undertaken by the Trust only if the Trust determines that the sale transaction would not contravene applicable law.

Bank Account Details

Bank Account First Holder Name* _____
Second Holder Name (If any) _____

(*The first Bank Account holder has to be the Eligible Employee)

PAN CARD NO _____

Demat Account Details

Depository Participant (DP) Name : _____
DP ID _____ ; Client Id _____
Demat Account First Holder Name* _____
Second Holder Name (If any) _____
Third Holder Name (if any) _____

Details of Nominee

Name: _____
Relationship _____
Tel No. with STD Code _____
Mobile Number _____
Email ID _____

Address for Communication

The information furnished above is correct. Any change will be intimated to the Trustee in writing.

I understand that equity shares carry risks and the chances of losing the investment are high. I have carefully read the risk factors related to JSW Steel Ltd and I have relied on my own examination of JSW Steel Ltd, and all risks related thereto before making this investment decision

Name of the Employee _____

Signature _____

Employee Code _____

Grade _____

Location _____

Mobile Number _____

Witness Name and Signature

Submitted by:

Accepted by:

Grantee	For JSW Steel Limited