

TRANSCORP INTERNATIONAL LTD.

5th Floor, Transcorp Towers,
Moti Doongri Road,
Jaipur-302004 (Rajasthan)
Telephone: 2363888, 23639999
Fax: 91-141-237 2066
CIN:L51909DL1994PLC235697
Web-Site: www.transcorpint.com
E-mail: corp@transcorpint.com

To,
BSE Limited
Dept. of Corporate Services
25th Floor, PJ Towers,
Dalal Street,
Mumbai – 400001

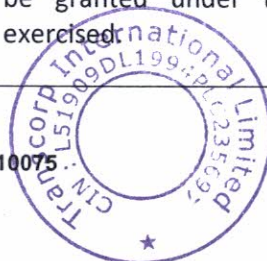
Scrip Code: 532410

Dear Sir / Madam,

Sub: Statement as required under regulation 10(b) of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 for Approval of "Employee Stock Option Plan - 2017"

Sr. No.	Particulars	Details of Clause in the ESOP Scheme	Details
1.	Authorized Share Capital of the Company.	-	Rs. 10,00,00,000/- (Ten Crore only) comprising of 5,00,00,000 equity shares of Rs. 2/- each.
2.	(a). Issued Share Capital of the Company as on date of Institution of the scheme/ amendment of the scheme. (b). Paid-up Share Capital of the Company as on date of Institution of the scheme/amendment of the scheme.	-	As on date of Institution of the scheme i.e., August 11, 2017, the issued share capital of the Company was Rs. 5,08,52,390/- (Five Crore Eight Lakhs Fifty-Two Thousand Three Hundred Ninety only) divided into 2,54,26,195 Equity Shares of Rs. 2/- each. As on date of Institution of the scheme i.e., August 11, 2017, the paid-up share capital of the Company was Rs. 5,08,52,390/- (Five Crore Eight Lakhs Fifty-Two Thousand Three Hundred Ninety only) divided into 2,54,26,195 Equity Shares of Rs. 2/- each.
3.	Date of institution of the scheme/ amendment of the scheme.	Clause 1	August 11, 2017
4.	Validity period of the scheme.	Clause 25.1	The Plan shall continue in effect unless terminated by the Company or the Committee or until all options available to be granted under the Plan are fully exercised.

Regd Office: Plot No. 3, HAF Pocket, Sector 18A, Dwarka, New Delhi-110075

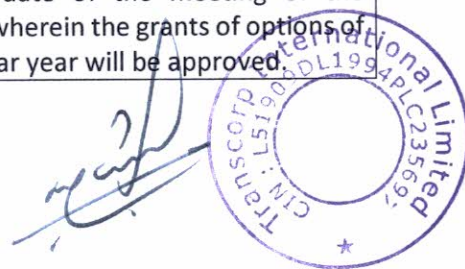


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5.	Date of notice of AGM/ EGM/ Postal Ballot for approving the scheme/ for amending the scheme/ for approving grants under regulation 6(3) of these regulations.	-	Notice of AGM: May 27, 2017
6.	Date of AGM/ EGM /Postal Ballot conclusion date approving the scheme/ amending the scheme/ approving grants under regulation 6(3) of these regulations.	-	AGM: August 11, 2017
7.	Kind of benefit granted under the scheme.	Clause 6	12,71,309 (Twenty Lakh Seventy-One Thousand Three Hundred Nine) Employee Stock Option (Options) exercisable into fully paid-up equity shares of the Company.
8.	Identity of classes of persons eligible under the scheme: a. employees b. employees outside India c. employees of subsidiary d. employees of holding company e. directors, whether whole time directors or not, other than those excluded from the definition of "employee" under these regulations	Clause 3 (3.8)	As mentioned below: a. Yes b. Yes c. Yes d. No e. Yes but excludes: a. An employee who is a Promoter or belongs to the Promoter Group. b. A Director who either by himself or through his relatives or through anybody corporate, directly or indirectly holds more than 10% of the issued and subscribed shares of the Company.
9.	Total number of shares reserved under the scheme, as applicable.	Clause 6	12,71,309 (Twenty Lakh Seventy-One Thousand Three Hundred Nine)
10.	Number of shares entitled under the grant.	Clause 6	12,71,309 (Twenty Lakh Seventy-One Thousand Three Hundred Nine)
11.	Total number of grants to be made.	Clause 6	12,71,309 (Twenty Lakh Seventy-One Thousand Three Hundred Nine)
12.	Maximum number of shares, options, SARs, or benefits to be granted per employee per grant and in aggregate.	Clause 8.2	The maximum number of Options that can be granted to any eligible Employee during any one-year shall not equal or exceed 1% of the issued capital of the Company at the time of grant of Options.
13.	Exercise price or pricing formula.	Clause 11.1	The Exercise price of the Shares will be the Market Price of the Shares one day before the date of the meeting of the Committee wherein the grants of options of that particular year will be approved.

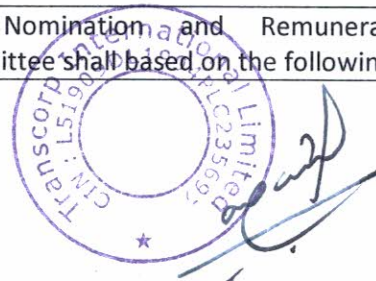
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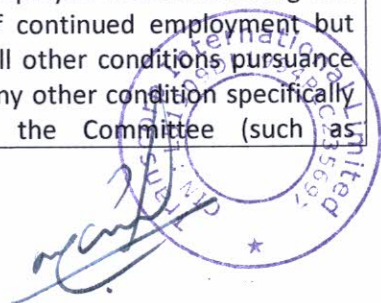
			The Committee has a power to provide suitable discount or charge premium on such price as arrived above. However, in any case the Exercise price shall not go below the par value of Equity Share of the Company.
14.	Whether any amount payable at the time of grant? If so, quantum of such amount.	-	No amount shall be payable at the time of grant.
15.	Lock-in period under the scheme.	Clause 14.4	The Shares allotted to the Employees pursuant to the exercise will be subject to a lock in period of 1 year from the date of allotment
16.	Vesting period under the scheme.	Clause 10.1	Vesting period shall commence after 1 (One) year from the date of grant of Options and may extend upto 5 (Five) years from the date of grant.
17.	Maximum period within which the grant shall be vested.	Clause 10.1	5 (Five) years from the date of grant
18.	Exercise period under the scheme.	Clause 12.2	Exercise period for the vested options will be upto 3 (Three) years from the date of respective vesting.
19.	Whether employee can exercise all the options or SARs vested at one time? Yes/No	Clause 12.1	Yes
20.	Whether employee can exercise vested options or SARs at various points of time within the exercise period? Yes/No	Clause 12.3	Yes
21.	Whether scheme provides for the procedure for making a fair and reasonable adjustment to the number of options or SARs and to the exercise price in case of rights issues, bonus issues and other corporate actions? Clause in scheme describing such adjustment.	Clause 19.2	In the event of a Bonus Issue, sub-division or consolidation of capital, the Nomination & Remuneration Committee, subject to the provisions of applicable laws to the Stock options, shall make fair and reasonable adjustments under the Plan, as it deems fit, with respect to the number of options, exercise price, distribution of sums and make any other necessary amendments to the Plan for this purpose. The vesting period and life of the options shall be left unaltered as far as possible.
22.	Description of the appraisal process for determining the eligibility of employees	Clause 7	The Nomination and Remuneration Committee shall based on the following



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	under the scheme.		<p>criteria, including but not limited to, decide on the Employees who are eligible for the grant / vesting of Options under the Plan and the terms and conditions thereof.</p> <p>i. Loyalty: It will be determined on the basis of tenure of employment of an Employee in the Company.</p> <p>ii. Performance: Employee's performance during the financial year on the basis of the parameters decided by the management.</p> <p>iii. Designation: Employee's designation in the company as per the HR Policy of the Company.</p> <p>iv. The present and potential contribution of the Employee to the success of the Company,</p> <p>v. High market value/difficulty in replacing the Employee and</p> <p>vi. High risk of losing the Employee to competition,</p> <p>vii. Value addition by the new entrant if any</p>
23.	The specified time-period within which vested options or SARs are to be exercised in the event of termination or resignation of an employee.	Clause 13.1	In the event of Resignation, all Unvested Options, on the date of exit, shall expire and stand terminated with effect from that date unless otherwise determined by the Committee whose determination will be final and binding. However, all Vested Options as on that date shall be exercisable by the Employee before his last working day in the organisation. The vested options not so exercised shall lapse irrevocably and the rights there under shall be extinguished.
24.	The specified time period within which options or SARs to be exercised in the event of death of the employee.	Clause 13.2 (1)	In the event of death of an Employee while in employment with the Company, all the options granted to him till such date shall vest in the beneficiary of the deceased Employee on that day. All the unvested options granted to the Employee shall continue to vest in beneficiary of the deceased Employee notwithstanding the condition of continued employment but subject to all other conditions pursuant to Plan or any other condition specifically waived by the Committee (such as



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			performance condition, etc.). The beneficiary of the deceased Employee can Exercise all the Vested Options during the exercise period. Any vested options not exercised within this aforesaid period shall automatically lapse at the end of the aforesaid period and the contract referred to in Clause shall stand automatically terminated without any liability to the employing entity/ Company.
25.	Whether scheme provides for conditions under which options, SARs, or benefits vested in employees may lapse in case of termination of employment for misconduct? Clause in Scheme describing such adjustment.	Clause 13.6	In the event of Termination of the Employment due to misconduct of an Employee, all options granted shall stand terminated, with immediate effect unless otherwise determined by the Committee, whose determination will be final and binding. The Committee, at its sole discretion shall decide the date of termination of a Grantee, and such decision shall be binding on all concerned.
26.	Whether scheme provides for conditions for the grant, vesting and exercise of options, SARs or benefits in case of employees who are on long leave? Clause in Scheme describing such adjustment.	Clause 13.5	In the event of an Employee going on Long Leave, the treated of options granted to him/her, whether vested or not, shall be determined by the Nomination and Remuneration Committee, whose decision shall be final & binding.
27.	Whether amount paid/payable by the employee at the time of the grant of the options, SARs or benefits will be forfeited if the employee does not exercise the same within the exercise period? Clause in scheme describing such adjustment.	-	Not Applicable No amount is payable at the time of grant of options
28.	Details of approval of shareholders pursuant to regulation 6(3) of the SEBI Regulations, 2014 with respect to: a. Grant to employees of subsidiary or holding or associate company. b. Grant to identified employees, during any one year, equal to or exceeding 1% of the issued capital (excluding outstanding warrants and conversions) of the company at the time of grant.	-	a. Resolution passed by shareholders in AGM held on August 11, 2017 b. Not Applicable



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29.	Details of the variation made to the scheme along with the rationale therefor and the details of the employees who are beneficiary of such variation;		Not Applicable
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For Transcorp International Limited


Dilip Kumar Morwal
Company Secretary

Place: Jaipur
Date: 02.09.2022

