



ABM KNOWLEDGE WARE LIMITED

SEI CMMI Level 5 | ISO 20000-1:2018 | ISO 9001:2015 | ISO 27001:2013 Compliant Software & Services Company

Registered Office: ABM House, Plot No. 268, Linking Road, Bandra (West), Mumbai - 400 050, INDIA. Tel.: +91 22 4290 9700 Fax: +91 22 4290 9701
www.abmindia.com CIN - L67190MH1993PLC113638

Ref: ABMHO/CSD/BSE/SG/0077

To,
The General Manager,
Department of Corporate Services,
BSE Limited,
P.J. Towers, Dalal Street,
Mumbai – 400 001

Dear Sir/Madam,

Sub: Statement as required under regulation 10(b) of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021

Ref: ABM Employee Stock Option Scheme 2024’ (“ESOS 2024”/ “Scheme”)

Particulars	Details of Clause in the Scheme	Details
1. Authorized Share Capital of the Company	--	2,50,00,000 of Equity Shares of Rs. 5 each amounting to Rs. 12,50,00,000
2. Issued Share Capital of the Company as on date of Institution of the Scheme/ amendment of the Scheme.	--	2,00,02,200 of Equity Shares of Rs. 5 each amounting to Rs. 10,00,11,000, whereas 6,97,800 of Equity Shares of Rs. 5 each amounting to 24,04,000 are Forfeited shares

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3. Date of institution of the scheme/ amendment of the scheme	1.3	07-08-2024
4. Validity period of the scheme	1.3	The Scheme shall continue to be in force until (i) its termination by the Company as per provisions of Applicable Law, or (ii) the date on which all of the employee stock options (“ Options ”) available for issuance under the Scheme have been issued and exercised, whichever is earlier.
5. Date of notice of AGM/EGM for approving the scheme/ for amending the scheme/ for approving grants under regulation 6(3) of these regulations	--	24-05-2024
6. Date of AGM/EGM approving the scheme/ amending the scheme/ approving grants under regulation 6(3) of these regulations.	1.3	07-08-2024
7. Kind of benefit granted under the scheme	3.1	The shareholders of the Company by way of special resolution dated 07th August, 2024 approved the Scheme authorizing the Nomination and Remuneration Committee (“ Committee ”) to grant not exceeding 4,00,000 (Four Lakhs Only) Options to the eligible Employees in one or more tranches, from time to time, which in aggregate exercisable into not more than 4,00,000 (Four Lakhs Only) Shares of face value of Rs.5 (Five) each fully paid up, with each such Option conferring a right upon the Employees to apply for one Share in the Company in accordance with the terms and conditions as may be decided by the Committee in accordance with the provisions of this Scheme, SBEB Regulations and in due compliance with other Applicable Law under the Scheme. The maximum number of Options under the Scheme that may be

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		granted to each Employee per Grant and in aggregate shall not exceed 70,000 (Seventy thousand) Options at the time of Grant of Option.
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	2.1 (x)	<p>a. Yes b. Yes c. No d. No e. Yes</p> <p>but excludes</p> <p>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; and c. a Director being an Independent Director.</p>
9. Total number of shares reserved under the scheme, as applicable	3.1.	4,00,000 (Four Lakhs Only) Shares of face value of Rs.5 (Five) each fully paid up.
10. Number of shares entitled under the grant	3.1.	4,00,000 (Four Lakhs Only)
11. Total number of grants to be made	3.1.	The shareholders of the Company by way of special resolution dated 07 th August, 2024 approved the Scheme authorizing the Committee to grant not exceeding 4,00,000 (Four Lakhs Only) Options to the eligible Employees in one or more tranches, from time to time, which in aggregate exercisable into not more than 4,00,000 (Four Lakhs Only) Shares of face value of Rs.5 (Five) each

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		fully paid up, with each such Option conferring a right upon the Employees to apply for one Share in the Company in accordance with the terms and conditions as may be decided by the Committee in accordance with the provisions of this Scheme, SBEB Regulations and in due compliance with other Applicable Law under the Scheme. The maximum number of Options under the Scheme that may be granted to each Employee per Grant and in aggregate shall not exceed 70,000 (Seventy thousand) Options at the time of Grant of Option.
12. Maximum number of shares, options, SARs, or benefits to be granted per employee per grant and in aggregate	3.1.	70,000 (Seventy thousand)
13. Exercise price or pricing formula	8.1	The Exercise Price per Option shall be determined by the Committee at the time of Grant subject to a discount up to 25% (Twenty-Five Percentage) from the Market Price of the Shares as on the date of Grant. The Exercise Price shall not be less than the Face Value of Shares of the Company.
14. Whether any amount payable at the time of grant? If so, quantum of such amount.	6.1 (c)	Upon acceptance of the Grant in the manner described above, the Employee henceforth as a Grantee, shall be bound by the terms, conditions and restrictions of ESOS 2024 and the Grant document. The Grantee's acceptance of the Grant of Options under ESOS 2024, within the time period provided, shall constitute an agreement between the Grantee and the Company as to the terms of this ESOS 2024 and the Grant document. The Option Grantee shall not be required to pay Exercise Price at the time of Grant and Vesting.
15. Lock-in period under the Scheme	9	The Shares arising out of Exercise of Vested Options shall not be subject to any lock-in period from the date of allotment of such Shares under Scheme.

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		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.
16. Vesting period under the Scheme.	7.1	Option granted under the Scheme shall Vest not earlier than minimum period of 1 (one) year and not later than maximum period of 5 (five) years from the date of Grant.
17. Maximum period within which the grant shall be vested	7.1	Option granted under the Scheme shall Vest not earlier than minimum period of 1 (one) year and not later than maximum period of 5 (five) years from the date of Grant.
18. Exercise period under the Scheme.	8.2	(a) Exercise while in employment: The Exercise Period in respect of an Option shall be subject to a maximum period of 4 (four) years from the date of Vesting of Options. 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: Provisions of sub-clauses of 8.2(b) would apply.
19. Whether employee can exercise all the options or SARs vested at one time? Yes/No	8.2 (a)	Yes, All the Vested Options can be exercised by the Option Grantee at one time or at various points of time within the Exercise Period.
20. Whether employee can exercise vested options or SARs at various points of time within the exercise period? Yes/No	8.2 (a)	Yes, All the Vested Options can be exercised by the Option Grantee at one time or at various points of time within the Exercise Period.
21. Whether scheme provides for the procedure for making a fair and reasonable adjustment to the number of options or SARs	4.2 (f)	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

and to the exercise price in case of rights issues, bonus issues and other corporate actions? Clause in scheme describing such adjustment.		issues, bonus issues, merger, sale of division and others. In this regard following shall be taken into consideration by the Committee: (i) the number and the 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.
22. Description of the appraisal process for determining the eligibility of employees under the scheme.	5.3	Appraisal process for determining the eligibility of the Employees will be based on designation, period of service, performance linked parameters such as work performance, joining and such other criteria as may be determined by the Company at its sole discretion, from time to time.
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.	8.2 (b) Table, Point 1	All the Vested Options as on the date of submission of resignation/termination shall be exercisable by the Option Grantee by last working day. All the Unvested Options as on date of submission of resignation/termination shall stand cancelled with effect from date such resignation/termination.
24. The specified time period within which options or SARs to be exercised in the event of death of the employee.	8.2 (b) Table, Point 4	In case of Vested option: All Vested Options may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than <u>12 (twelve) months</u> from the date of Death of the Option Grantee.

		In case of Unvested Option: All the Unvested Options as on date of death shall <u>Vest immediately</u> in the Option Grantee's nominee or legal heir and can be exercised in the manner defined for Vested Options.
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.	8.2 (b) Table, Point 2	All the Vested Options at the time of such termination shall stand cancelled with effect from the date of such termination. All the Unvested Options at the time of such termination shall stand cancelled with effect from the date of such termination.
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.	7.5	The period of leave shall not be considered in determining the Vesting Period in the event the Employee is on a sabbatical. 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.
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.	8.4.	No amount is payable at the time of grant, hence no amount is required to be forfeited even if an Employee does not Exercise the Options within Exercise Period and accordingly no adjustment is required to be made for the same. The Options not exercised within the Exercise Period shall lapse and the Employee shall have no right over such lapsed or cancelled Options.
28. Details of approval of shareholders pursuant to regulation 6(3) of the SEBI Regulations, 2021 with respect to:		

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a. Grant to employees of subsidiary or holding or associate company	--	Not Applicable
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.	--	Not Applicable
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

Yours faithfully,

For ABM Knowledgeware Limited

Sarika Ghanekar
Company Secretary & Compliance Officer

Date: 13-01-2025

Place: Mumbai



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Undertakings

(Regulation 10(b) of SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021)

The undersigned company hereby undertakes:

1. To file, a post-effective amendment to this statement to include any material information with respect to the scheme of distribution not previously disclosed in the statement or any material change to such information in the statement.
2. To notify, the concerned recognised stock exchanges on which the shares of the company are listed, of each issue of shares pursuant to the exercise of options or SARs under the scheme mentioned in this statement, in the specified form, as amended from time to time.
3. That the company shall conform to the accounting policies specified in regulation 15 of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021.
4. That the scheme conforms to the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021.
5. That the company has in place systems / codes / procedures to comply with the Securities and Exchange Board of India (Insider Trading) Regulations, 2015 or any modification or re- enactment thereto.



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Pursuant to the requirements of the Act / Regulations, the company certifies that it has reasonable grounds to believe that it meets all the requirements for the filing of this form and has duly caused this statement to be signed on its behalf by the undersigned, thereunto, duly authorized.

For ABM Knowledge Ware Limited

Sarika Ghanekar

Company Secretary & Compliance Officer

Date: 13-01-2025

Place: Mumbai