



## ESOP DISCLOSURE DOCUMENT

**As per Chapter III of SEBI (Share Based Employee Benefits and Sweat Equity Shares) Regulations, 2021, as amended from time to time**

### PART A: STATEMENT OF RISKS

It is hereby clarified that all investments in shares or options or SARs are subject to risk as the value of shares may decrease or increase. Also, ESOPS are subject to the following additional risks:

1. Concentration: The risk arising out of any fall in value of shares is aggravated if the employee's holding is concentrated in the shares of a single company.
2. Leverage: Any change in the value of the share can lead to a significantly larger change in the value of the ESOP.
3. Illiquidity: The options cannot be transferred to anybody, and therefore the employees cannot mitigate their risks by selling the whole or part of their ESOPs before they are exercised.
4. Vesting: The unvested ESOPs will lapse if the employment is terminated prior to vesting. It may be forfeited if the employee is terminated for gross misconduct.

### PART B: INFORMATION ABOUT ONE POINT ONE SOLUTIONS LIMITED (COMPANY)

#### 1. Business of the Company:

One Point One Solutions Limited (NSE: ONE POINT; ISIN: INE840Y01029), a domestic focused Process Management and Outsourcing services provider using Next-Gen analytical solutions to drive sustainable transformation. With a PAN India team across 5 locations with 8 centers, 5,500+ IT experts, they offer complete solutions across verticals in B-B, B-C, New age digital business and Market place.

#### ONE POINT ONE SOLUTIONS LIMITED

(Formerly known as One Point One Solutions Pvt. Limited)

**Corporate Office:** C-42, TTC Industrial Area, MIDC, Village Pawane, Navi Mumbai, Maharashtra- 400 705.

**T.** 022 6687 3800 **F.** 022 6687 3889 **CIN:** L74900MH2008PLC182869 website: [www.1point1.in](http://www.1point1.in)

**Reg. Office:** T-762, 6<sup>th</sup> Floor, Tower-7, International Infotech Park, Above Vashi Railway Station, Vashi, Navi Mumbai, Maharashtra -400 703.

Mumbai. Gurgaon. Indore. Bangalore

2. **Abridged Financial Information:** Abridged financial information for the last five years on a standalone basis:

Rs. in Lakhs					
YEAR ENDED					
Particulars	31 <sup>st</sup> March 2018	31 <sup>st</sup> March 2019	31 <sup>st</sup> March 2020	31 <sup>st</sup> March 2021	31 <sup>st</sup> March 2022
Total Income	11,577.45	14,622.18	12,544.27	13,865.07	10,885.33
Profit / (Loss) from operations	977.54	1,080.75	(705.01)	(2,019.04)	564.43
Exceptional item	-	-	1,849.77	-	-
Provision for Contingencies	-	-	-	-	-
Profit before tax	977.54	1,080.75	(2,554.77)	(2,019.04)	564.43
Tax Expense	-	-	-	-	-
Deferred Tax Charged / (Credit)	(87.20)	(0.72)	281.24	197.03	(673.22)
Current tax	254.08	(655.53)	(96.64)	1.57	-
Excess Provision for Earlier Years Written Back	-	-	-	-	-
Net profit (after tax and exceptional items)	810.66	896.15	(1,898.53)	(1,345.82)	365.83
Proposed Dividend (including tax thereon)	-	-	-	-	-
Transfer to general reserve	-	996.83	-	-	365.83
Reserves (excluding revaluation reserves, OCI and FCTR)	4814.00	5646.67	2,881.90	(1,532.69)	626.95

3. **Risk Factors:**

The details of key risk factors as perceived by management of the Company have been enumerated below:

The Company is exposed to inherent uncertainties owing to the sector in which it operates. A key factor in determining a company's capacity to create sustainable value is the risks that the company is willing to take (at strategic and operational levels) and its ability to manage them effectively. Many risks exist in a company's operating environment and they emerge on a regular basis. The Company's Risk Management processes focuses on ensuring that these risks are identified on a timely basis and addressed.

**ONE POINT ONE SOLUTIONS LIMITED**

(Formerly known as One Point One Solutions Pvt. Limited)

Corporate Office: C-42, TTC Industrial Area, MIDC, Village Pawane, Navi Mumbai, Maharashtra-400 705.

T. 022 6687 3800 F. 022 6687 3889 CIN: L74900MH2008PLC182869 website: [www.1point1.in](http://www.1point1.in)

Reg. Office: T-762, 6<sup>th</sup> Floor, Tower-7, International Infotech Park, Above Vashi Railway Station, Vashi, Navi Mumbai, Maharashtra -400 703.

Mumbai. Gurgaon. Indore. Bangalore



#### 4. Continuing disclosure requirement:

The option or SAR grantee shall be provided copies of all documents that are sent to the members of the company. This shall include the annual accounts of the company as well as notices of meetings and the accompanying explanatory statements.

#### **PART C: SALIENT FEATURES OF ONE POINT EMPLOYEE STOCK OPTION SCHEME 2022**

##### **1. Administration:**

- 1.1. The ESOP 2022 shall be administered by the Nomination & Remuneration Committee. All questions of interpretation of the ESOP 2022 shall be determined by the Nomination & Remuneration Committee and such determination shall be final and binding upon all persons having an interest in the ESOP 2022.
- 1.2. The Nomination & Remuneration Committee shall in accordance with this Plan and Applicable Laws determine the following:
  - 1.2.1. The Eligibility Criteria for grant of Employee Stock Options to the Employees;
  - 1.2.2. The quantum of Employee Stock Options to be granted under the ESOP 2022 per Employee subject to ceiling specified in Sub-clause 3.2;
  - 1.2.3. Terms and conditions in respect of grant to, vest in and exercise of Options by the Employees which may be different for different class/ classes of Employees falling in the same tranche of grant of Options issued under ESOP 2022;
  - 1.2.4. The procedure for making a fair and reasonable adjustment in case of corporate actions such as merger, sale of division, stock split, stock consolidation, rights issues, bonus issues and others;
  - 1.2.5. The procedure and terms for the Grant, Vest and Exercise of Employee Stock Options in case of employees who are on long leave;
  - 1.2.6. the procedure for Vesting in case of termination of employment, if required;
  - 1.2.7. The procedure for cashless exercise of Employee Stock Options, if required;
  - 1.2.8. Variation in the Terms & Conditions of the options not yet exercised by the Employees provided such variation is not prejudicial to the interests of the option holders, and
  - 1.2.9. Approve forms, writings and/or agreements for use in pursuance of the ESOP 2022.

##### **ONE POINT ONE SOLUTIONS LIMITED**

(Formerly known as One Point One Solutions Pvt. Limited)

**Corporate Office:** C-42, TTC Industrial Area, MIDC, Village Pawane, Navi Mumbai, Maharashtra- 400 705.

**T.** 022 6687 3800 **F.** 022 6687 3889 **CIN:** L74900MH2008PLC182869 website: [www.1point1.in](http://www.1point1.in)

**Reg. Office:** T-762, 6<sup>th</sup> Floor, Tower-7, International Infotech Park, Above Vashi Railway Station, Vashi, Navi Mumbai, Maharashtra -400 703.

Mumbai. Gurgaon. Indore. Bangalore



1.3. The Nomination & Remuneration Committee shall frame suitable policies and procedures to ensure that there is no violation of securities laws, as amended from time to time, including Securities and Exchange Board of India (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 Company and its Employees, as applicable.

**2. Taxation**

- 2.1 The liability of paying taxes, if any, in respect of Employee Stock Options granted pursuant to this Plan and the Shares issued pursuant to exercise thereof shall be entirely on Option Grantee and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder and/or Income Tax Laws of respective countries as applicable to eligible Employees of Company working abroad, if any.
- 2.2 The Company shall have the right to deduct from the Employee’s salary or recover any tax that is required to be deducted or recovered under the Applicable Laws. In case of non–continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.
- 2.3 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 in full

**3. Exercise Period in case of separations:**

Options can be exercised as per provisions outlined below:

S. No.	Separations	Vested Options	Unvested Options
1	<b>Resignation/ termination (other than due to Cause)</b>	All Vested Options as on date of submission of resignation may be exercised by the Option Grantee <b>by the last working day</b> with the Company.	All Unvested Options on the date of submission of resignation shall stand <b>cancelled</b> with effect from that date.

**ONE POINT ONE SOLUTIONS LIMITED**

(Formerly known as One Point One Solutions Pvt. Limited)

**Corporate Office:** C-42, TTC Industrial Area, MIDC, Village Pawane, Navi Mumbai, Maharashtra- 400 705.

T. 022 6687 3800 F. 022 6687 3889 CIN: L74900MH2008PLC182869 website: [www.1point1.in](http://www.1point1.in)

**Reg. Office:** T-762, 6<sup>th</sup> Floor, Tower-7, International Infotech Park, Above Vashi Railway Station, Vashi, Navi Mumbai, Maharashtra -400 703.

Mumbai. Gurgaon. Indore. Bangalore

2	<b>Termination due to Cause</b>	All Vested Options which were not exercised at the time of such termination shall stand <b>cancelled</b> with effect from the date of such termination.	All Unvested Options on the date of such termination shall stand <b>cancelled</b> with effect from the termination date.
3	<b>Retirement/ Superannuation</b>	All Vested Options can be exercised by the Option Grantee within 24 months from date of retirement.	All Unvested Options would continue to vest in accordance with their respective vesting schedules even after retirement or superannuation.
4	<b>Death</b>	All Vested Options may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than 24 <b>months</b> from the date of Death.	All the Unvested Options as on the date of death shall vest immediately and may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than 24 <b>months</b> from the date of Death.
5	<b>Permanent Incapacity</b>	All Vested Options may be exercised by the Option Grantee or, if the Option Grantee is himself, unable to exercise due to such incapacity, the nominee or legal heir, immediately after, but in no event later than 24 <b>months</b> from the date of such incapacity.	All the Unvested Options as on the date of such Permanent Incapacity shall vest immediately and can be exercised by the Option Grantee or, if the Option Grantee is himself unable to exercise due to such incapacity, the nominee or legal heir immediately after, but in no event later than 24 <b>months</b> from the date of such incapacity.

**ONE POINT ONE SOLUTIONS LIMITED**

(Formerly known as One Point One Solutions Pvt. Limited)

**Corporate Office:** C-42, TTC Industrial Area, MIDC, Village Pawane, Navi Mumbai, Maharashtra-400 705.

T. 022 6687 3800 F. 022 6687 3889 CIN: L74900MH2008PLC182869 website: [www.1point1.in](http://www.1point1.in)

**Reg. Office:** T-762, 6<sup>th</sup> Floor, Tower-7, International Infotech Park, Above Vashi Railway Station, Vashi, Navi Mumbai, Maharashtra -400 703.

Mumbai. Gurgaon. Indore. Bangalore



6	<b>Other reasons apart from those mentioned above</b>	The Nomination & Remuneration Committee <b>shall decide</b> whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of separation shall stand <b>cancelled</b> with effect from that date.
---	---	---	---

3.1 The Options not exercised within the Exercise Period shall lapse and the Employee shall have no right over such lapsed or cancelled Options.

\*\*\*\*\*

**ONE POINT ONE SOLUTIONS LIMITED**

(Formerly known as One Point One Solutions Pvt. Limited)

**Corporate Office:** C-42, TTC Industrial Area, MIDC, Village Pawane, Navi Mumbai, Maharashtra- 400 705.

T. 022 6687 3800 F. 022 6687 3889 CIN: L74900MH2008PLC182869 website: [www.1point1.in](http://www.1point1.in)

**Reg. Office:** T-762, 6<sup>th</sup> Floor, Tower-7, International Infotech Park, Above Vashi Railway Station, Vashi, Navi Mumbai, Maharashtra -400 703.

Mumbai. Gurgaon. Indore. Bangalore