



USHA MARTIN LIMITED EMPLOYEE STOCK OPTION PLAN – 2024

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USHA MARTIN LIMITED**EMPLOYEE STOCK OPTION PLAN – 2024**

This Plan has been formulated and recommended by the Nomination and Remuneration Committee and adopted and approved by the Board of Usha Martin Limited ("**Company**") at its meeting held on 12th August 2024, subject to the authority vested in it by, and approval of, the Shareholders by way of special resolution passed on 5th October 2024, through postal ballot.

1. NAME AND OBJECTIVE OF THE PLAN

- 1.1 This Plan shall be called the "*Usha Martin Limited Employee Stock Option Plan - 2024*" ("**Plan**") which expression shall include any alterations, amendments or modifications to it, from time to time.
- 1.2 The Plan, through the granting of Options, is intended to help the Company and its affiliates create a sense of ownership and participation amongst the Employees and retain and motivate them to perform better for the success of the Company and its affiliates and provide wealth creation opportunity in line with value creation for the Company and its Shareholders.
- 1.3 The objectives of the Plan are:
- 1.3.1 create a sense of ownership and participation amongst the Employees;
 - 1.3.2 motivate the Employees with incentives and reward opportunities;
 - 1.3.3 drive an entrepreneurship mindset of value creation for the organization;
 - 1.3.4 provide the means to enable the Company and its affiliates to attract and retain appropriate talent in its respective employment; and
 - 1.3.5 to achieve sustained growth of the Company and create shareholder value by aligning the interests of the Employees with the long-term interests of the Company.

2. DEFINITIONS AND INTERPRETATION

In this Plan, (i) capitalised terms defined by inclusions in quotations and/or parenthesis have the meanings so ascribed; (ii) the following terms shall have the meanings specified hereinbelow; and (iii) terms not defined shall have the meanings as defined in the Act or in any applicable statute or re-enactments hereof, including but not limited to the Securities Contracts (Regulation) Act, 1956 or the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as the case may be:

- 2.1 **Act** means the Companies Act, 2013, the rules, regulations, circulars or guidelines issued thereunder, as amended from time to time and shall include any statutory replacement or re-enactments thereof, if the context so requires and as may be applicable;
- 2.2 **Applicable Law** shall mean laws of India including rules, regulations and guidelines to the extent applicable to the Company and this Plan, as amended and modified from time to time but shall without limitation include the Act, Indian Contract Act, 1872 (as statutorily amended and modified from time to time), the Indian Trusts Act, 1882 (as statutorily amended from time to time), Foreign Exchange Management Act, 1999 and applicable regulations thereunder (as statutorily amended from time to time), Securities Contracts (Regulations) Act, 1956 (as statutorily amended and modified from time to time), the Securities and Exchange Board of India Act, 1992 and applicable regulations including, but not limited to SBEB & SE Regulations, any stock exchange specific

regulations including the listing agreement with the stock exchanges where the Shares are listed. Accordingly, any action taken under the Plan shall be governed by and construed in accordance with the laws of India;

- 2.3 **Board of Directors / Board** means the Company's board of Directors, constituted in accordance with the charter documents of the Company and as may be constituted/ re-constituted in accordance with the Applicable Law from time to time;
- 2.4 **Cause** will have the same meaning ascribed to such term in any written agreement between the Option Holder and the Employing Entity defining such term and in the absence of such agreement, such term means, with respect to an Option Holder, the occurrence of any of the following events: (i) being convicted of an offence involving moral turpitude or that disentitles the Option Holder from being associated with the Employing Entity as an Employee or otherwise in accordance with the Company and / or Employing Entity's policies and/ or Applicable Law; or (ii) commission of fraud, misappropriation or embezzlement of funds of the Employing Entity by the Option Holder; (iii) wilful dishonesty, gross misconduct by the Option Holder; (iv) abandonment of services by the Option Holder; (v) termination of employment of the Option Holder by the Employing Entity for reasons relating to performance of such Option Holder or otherwise as determined by the Board and/or Employing Entity; and/ or (vi) any other action(s) of the Option Holder that, in view of the Board and/or the Employing Entity (as the case may be) is disruptive or detrimental to the functioning and/ or reputation of the Group;
- 2.5 **Closing Date** shall have the same meaning assigned to it as in **Clause 4.2**;
- 2.6 **Company** means Usha Martin Limited, a company within the meaning of Companies Act, 2013, a public listed company incorporated in India under the provisions of the Indian Companies Act 1956, (CIN: L31400WB1986PLC091621) and having its registered office at 2A, Shakespeare Sarani, Kolkata - 700071, the shares of which are listed on BSE Limited and National Stock Exchange of India Limited. The Global Depository Receipts (GDRs) of the Company are listed on Societe de la Bourse de Luxembourg (Luxembourg Stock Exchange)
- 2.7 **Corporate Action** means one of the following events:
- 2.7.1 rights / bonus issue;
 - 2.7.2 consolidation of face value of Shares;
 - 2.7.3 reorganisation of the Shares;
 - 2.7.4 restructuring of the share capital of the Company;
 - 2.7.5 Other reorganization of the Company in which the Shares are converted into or exchanged for:
 - (a) a different class of securities of the Company, or
 - (b) any securities of any other issuer, or
 - (c) cash, or
 - (d) other property;
 - 2.7.6 Sale, lease or exchange of all or substantially whole of the assets / undertaking of the Company to any other company or entity;
 - 2.7.7 Bankruptcy proceedings against the Company;

- 2.7.8 Adoption by the Shareholders of a scheme of liquidation, dissolution or winding up;
- 2.7.9 Adoption by the Shareholders of a scheme of merger or demerger of the Company; and
- 2.7.10 Any other corporate action as designated by the Board;
- 2.8 **Director** means a member of the Board;
- 2.9 **Effective Date** shall have the same meaning assigned to it as in **Clause 4.1**;
- 2.10 **Eligible Employee** means an Employee as selected by the Nomination and Remuneration Committee, for the purpose of Granting Options under this Plan as per **Clause 5.4** of this Plan;
- 2.11 **Employee** means:
- 2.11.1 a permanent employee of the Company who has been working in India or outside India;
or
- 2.11.2 a Director, whether a whole-time director or not but excluding an independent director;
or
- 2.11.3 an employee as defined in **Clause 2.11.1** and **Clause 2.11.2** of a Group Company, in India or outside India;
- but does not include:
- (a) an employee who is a promoter or a person belonging to the promoter group of the Company;
- (b) a Director who either himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% (ten percent) of the outstanding Shares;
- 2.12 **Employing Entity** in reference to an Option Holder shall mean the entity of the Group which has employed such Option Holder;
- 2.13 **Exercise** means submission of Exercise Letter by the Option Holder / Nominee to the Nomination and Remuneration Committee and/or the Trust for issue or transfer of Shares in respect of the Vested Options accompanied by the payment of Exercise Price to the Company or Trust, as the case may be, within the Exercise Period;
- 2.14 **Exercise Date** means the date on which the Option Holder / Nominee elects to Exercise the Vested Options and in case of partial Exercise, shall mean each date on which the Option Holder / Nominee exercises part of his Vested Options;
- 2.15 **Exercise Letter** shall mean the letter as prescribed by the Nomination and Remuneration Committee for the purpose of Exercising the Vested Options, along with a cheque / demand draft or any other mode of payment of the Exercise Price for every Vested Option that is being Exercised;
- 2.16 **Exercise Period** means a period from the Vesting Date within which the Option Holder may elect to Exercise the Vested Options;
- 2.17 **Exercise Price** means the price payable by the Option Holder for the Exercise of each Option Granted under the Plan for the allotment or transfer of one Share and such Exercise Price would be as determined by the Nomination and Remuneration Committee;

- 2.18 **Grant** means the process by which the Company issues Options under this Plan. The terms Granted and Granting shall be construed accordingly;
- 2.19 **Grant Date** means the date as specified in the Letter of Grant by the Nomination and Remuneration Committee on which a Grant is made to an Eligible Employee under the Plan;
- 2.20 **Group** shall have the same meaning ascribed to it in the SBEB & SE Regulations;
- 2.21 **Group Company**, in reference to the Company, shall mean its holding company as defined under the Act, subsidiaries as defined under the Act and associate company as defined under the Act;
- 2.22 **INR or Rupee or Rs** shall mean Indian Rupee, the currency of the Republic of India for the time being in force;
- 2.23 **Letter of Grant** shall mean a letter issued by the Nomination and Remuneration Committee, which contains the terms and conditions specific to the Options Granted to the Eligible Employee. The Letter of Grant shall be subject to the provisions of the Plan;
- 2.24 **Long Leave** means permission granted to the Employee to be absent from work for a period beyond fifteen days but not more than 45 days or such other period as the Employing Entity may determine in its sole and absolute discretion;
- 2.25 **Nomination and Remuneration Committee** means the 'Nomination and Remuneration Committee' set up by the Company under the Section 178 of the Act & Regulation 19 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. The Nomination and Remuneration Committee shall be deemed to be the 'Compensation Committee' for the purpose of this Plan in accordance with SBEB & SE Regulations;
- 2.26 **Nominee** means:
- 2.26.1 an individual appointed by the Option Holder by submitting a letter in the form specified by the Nomination and Remuneration Committee in this regard, which may be revoked or changed by the Option Holder any time prior to the Exercise of Options; or
- 2.26.2 if no such nomination has been made in accordance with **Clause 2.26.1** above or if the individual nominated is not surviving, then in the following order of priority and to the exclusion of the other,
- (a) the spouse and/or children of the Option Holder;
- (b) parents of the Option Holder; or
- (c) siblings or next of kin of the Option Holder;
- 2.27 **Option** means the right, without any obligation, granted to the Option Holder to be allotted or transferred Shares upon such terms and conditions as may be specified in the Plan and/or in the Letter of Grant. One Option shall entitle the Option Holder to one Share;
- 2.28 **Option Holder** means an Eligible Employee who has been Granted Options and has been issued a Letter of Grant and agrees to abide by the terms and conditions of this Plan as well as the Letter of Grant by submitting acceptance in any form including but not limited to by way of signature, email or *via* online portal;
- 2.29 **Permanent Disability** means any disability of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Option Holder from performing any

- specific job, work or task which the said Option Holder was capable of performing immediately before such disablement, as determined by the Board based on a medical certificate from an expert identified by the Board or by the board of directors of the Employing Entity;
- 2.30 **Person** means any natural person, firm, company, governmental authority, joint venture, partnership, association or other entity (whether or not having separate legal personality);
- 2.31 **Plan** means the Usha Martin Limited Employee Stock Option Plan - 2024, as set out herein and shall include any modification and variations thereof;
- 2.32 **Promoter** in reference to the Company, shall have the same meaning assigned to it under the SBEB & SE Regulations;
- 2.33 **Promoter Group** in reference to the Company, shall have the same meaning assigned to it under the SBEB & SE Regulations;
- 2.34 **Sabbatical Leave** means paid or unpaid leave granted by the Employing Entity to its Employees to be absent from work but still be employed with the Employing Entity;
- 2.35 **Secondary Acquisition** shall have the meaning ascribed to the term in **Clause 5.3** of the Plan;
- 2.36 **SEBI** means the Securities and Exchange Board of India constituted under Securities and Exchange Board of India Act, 1992 and shall include any statutory amendments and modifications thereto;
- 2.37 **SBEB & SE Regulations** means the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and shall include any statutory amendments and modifications thereto;
- 2.38 **Share** means the equity share of the Company listed on the BSE Limited and National Stock Exchange of India Limited;
- 2.39 **Shareholder** means a person who is registered as a holder of Share/s in the register of shareholders maintained by the Company;
- 2.40 **Trust** shall mean an employee welfare trust(s) created and established under the Indian Trusts Act, 1882 by the Company for holding the Shares for the benefit of the Option Holder in accordance with the terms and conditions of this Plan and the deed of trust;
- 2.41 **Trustee(s)** means the trustees of the Trust for the time being and persons nominated/ appointed in accordance with the terms of the deed of the Trust and Applicable Law;
- 2.42 **Unvested Option** means an Option Granted, in respect of which the relevant Vesting conditions have not been satisfied and as such, the Option Holder has not become eligible to Exercise the Option and does not include Options which have been forfeited or have lapsed or been cancelled;
- 2.43 **Vesting** means the process of fulfilment of the criteria and conditions, enumerated in the Plan and / or Letter of Grant or any other communication by the Company, by an Option Holder in order to be eligible to Exercise his Options;
- 2.44 **Vesting Date** in relation to an Option, means the date on which the Option has Vested;
- 2.45 **Vested Option** means an Option Granted, in respect of which the relevant Vesting conditions have been satisfied and the Option Holder has become eligible to Exercise the Option and apply for Shares; and
- 2.46 **Vesting Period** means the period from the Grant Date till the Vesting Date.

3. INTERPRETATION

3.1 In this Plan, unless the contrary intention appears:

3.1.1 the Clause headings are for ease of reference only and shall not be relevant to interpretation;

3.1.2 the singular includes the plural and vice versa;

3.1.3 any word or expression importing the masculine, feminine or neuter genders only, shall be taken to include all three genders;

3.1.4 a reference to a Clause or a Sub-Clause, unless otherwise specified, is a reference to a Clause or Sub-Clause, as the case may be, of this Plan; and

3.1.5 References in this Plan to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Plan) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).

4. APPLICABILITY AND TERM

4.1 The Plan applies only to Eligible Employees. This Plan shall become effective from the date of approval of the Plan by the Shareholders ("**Effective Date**").

4.2 The Plan shall continue to be in force until the expiry of [10 (ten)] years from the Effective Date ("**Closing Date**"). Options under the Plan can be Granted till the Closing Date and all Options Granted till this date shall remain live till they are Vested, lapsed, Exercised or otherwise cancelled in accordance with the provisions of the Plan. Provided however, the Plan can be terminated before the Closing Date on a date on which (i) all the Options available for issuance under the Plan have been Granted and Exercised, or have lapsed, Exercised or otherwise cancelled, and the Nomination and Remuneration Committee does not intend to re-issue the lapsed Options; or (ii) the Nomination and Remuneration Committee in its absolute discretion decides to terminate the Plan. The term Closing Date shall therefore be construed accordingly. Unless otherwise determined by the Nomination and Remuneration Committee, termination of this Plan shall not affect the Grant, Vesting or Exercise of the Options already issued under this Plan.

4.3 Subject to Applicable Law, the Nomination and Remuneration Committee and/or the Board may at any time, by way of resolution, amend or alter the Plan in any way, including to the extent necessary to cause the Plan to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body (i) in India or (ii) outside of India in relation to Options proposed to be issued or issued under this Plan.

5. SCOPE AND ELIGIBILITY

5.1 The maximum aggregate number of Options that may be Granted and thereby the issuance of Shares by the Company / transfer of Shares by the Trust under the Plan shall not exceed **0.66%** of the total paid-up equity share capital of the Company as on the Effective Date, ie **20,00,000 (Twenty Lakh) Shares ("Plan Pool")**, on such terms and conditions, as is approved by the Shareholders. On Exercise of Options by the Option Holder on satisfaction of all the terms and conditions of the Plan, the Shares may, at the discretion of the Nomination and Remuneration Committee, either be issued and allotted to the Option Holder directly by the Company or be transferred to the Option Holder by the Trust. The maximum number of Shares that might (i) be issued and allotted by the Company to the Option Holder (on Exercise of Options in accordance

with the terms and conditions of the Plan) shall not exceed **2,50,000 Shares**, and (ii) be transferred by the Trust to the Option Holder (on Exercise of Options in accordance with the terms and conditions of the Plan) shall not exceed **17,50,000 Shares**.

- 5.2 In case of any Corporate Action, the Nomination and Remuneration Committee may, in its sole and absolute discretion, adjust the Plan Pool and Granted Options so as to ensure that the value of Options proposed to be offered under the Plan post such Corporate Action, remains the same as prior to the Corporate Action.
- 5.3 The Company may acquire Shares through the Trust from the secondary market (“**Secondary Acquisition**”) in accordance with the Applicable Law (including but not limited to SBEB & SE Regulations, for implementation of the Plan. The Nomination and Remuneration Committee shall have the discretion to decide the number of Shares, to be acquired through Secondary Acquisition, for the purposes of this Plan.
- 5.4 The Nomination and Remuneration Committee shall determine the Grant in its absolute discretion, taking into consideration such factors but not limited to an Employee’s performance appraisal, seniority, period of service, role of the Employee, the present and potential contribution to the growth of the Group. Thereafter, from time to time, the Nomination and Remuneration Committee may grant Options to one or more Employee(s).
- 5.5 If the Options expires or becomes not exercisable without having been Exercised in full, or is cancelled for any reason whatsoever, the Shares which were subject to such Options, shall revert to the Plan Pool and become available for future Grant under the Plan unless the Plan stands terminated pursuant to **Clause 4.2** of the Plan.
- 5.6 Where the Shares are issued and allotted to the Option Holder by the Company or transferred by the Trust to the Option Holder, upon Exercise under the Plan, the Plan Pool will stand reduced to the extent of such Shares.

6. IMPLEMENTATION

- 6.1 The Plan shall be implemented as per the provisions hereunder and Applicable Law.
- 6.2 All the actions required to be effected pursuant to the Plan will be undertaken by the Nomination and Remuneration Committee.
- 6.3 The Trust shall, *inter alia*, hold the Shares, for the benefit of the Option Holders, in accordance with the terms and conditions of this Plan.
- 6.4 The Trust shall undertake a Secondary Acquisition of the Shares, in one or more tranches and the Trust shall utilize such Shares for the purpose of transferring them to the Option Holder or selling them and transferring the requisite amount to the Option Holder upon Exercise/ cashless exercise of the options in accordance with **Clause 11** of this Plan and deed of Trust, in the manner specified by and on the directions of the Nomination and Remuneration Committee.
- 6.5 For the purpose of acquisition of Shares by the Trust, the Trust shall be funded by the Company through a loan or any other form of financial assistance permissible under Applicable Law.

7. ADMINISTRATION

- 7.1 The Plan shall be administered by Nomination and Remuneration Committee, and to the extent of the Secondary Acquisition and related administrative matters, shall also include delegation of administration to the trustees of the Trust.

- 7.2 The Nomination and Remuneration Committee shall in accordance with this Plan and Applicable Law determine matters in relation to the administration and implementation of the Plan, including but not limited to the following:
- 7.2.1 the mode and manner of the implementation of this Plan, including the decision to either issue and allot Shares to the Option Holder (on Exercise of Options) directly by the Company or by way of Secondary Acquisition by the Trust (which will then be transferred to the Option Holder) or otherwise, as may be required from time to time;
 - 7.2.2 the Employees to whom a Grant may be made and the Grant Date;
 - 7.2.3 the Exercise Price of the Options; however, the Exercise Price shall in no circumstance be set at a value less than 75% of the quoted price of the Shares as on Grant Date;
 - 7.2.4 the performance parameters for Grant and/or Vesting of Options to an Eligible Employee, and modify the same as and when required;
 - 7.2.5 the Vesting and/or lock-in-period of the Grant made to any Option Holder and/or any conditions subject to which such Vesting may take place, and modify the same as and when required;
 - 7.2.6 assess the performance of an Eligible Employee for Granting of the Options;
 - 7.2.7 determine the criteria for Vesting of Options and modify as may be required;
 - 7.2.8 determine the number of Options to be Granted, to each Eligible Employee and in the aggregate, and the times at which such Grants shall be made, and modify the same as and when required;
 - 7.2.9 the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of Corporate Action in accordance with the SBEB & SE Regulations;
 - 7.2.10 the method which the Company shall use to value its Options;
 - 7.2.11 provide for the right of an Option Holder to Exercise all the Options Vested in him at one time or at various points of time within the Exercise Period;
 - 7.2.12 the procedure for cashless Exercise of Options, if any;
 - 7.2.13 provide for the Grant, Vesting and Exercise of Options in case of Option Holders who are on Long Leave, Sabbatical or have been seconded to any other company by the Company or the Group Company;
 - 7.2.14 provide for adjustment to outstanding Options and terms and conditions in case of change of control of the Company;
 - 7.2.15 approve forms / writings and/or agreements for use in pursuance of this Plan; and
 - 7.2.16 such other matters in respect of which the Nomination and Remuneration Committee is permitted to formulate terms and conditions under Applicable Law.
- 7.3 In the event of any clarifications being required on the interpretation or application of the Plan, the same shall be referred to and determined by the Nomination and Remuneration Committee.

The decision of the Nomination and Remuneration Committee shall be final and binding on upon all persons having an interest in the Plan or such Option(s), including the Employees and Option Holders.

- 7.4 The Nomination and Remuneration Committee may correct any defect, omission or reconcile any inconsistency in this Plan in the manner and to the extent the Nomination and Remuneration Committee deems necessary or desirable and to resolve any difficulty in relation to implementation of this Plan and take any action which it is entitled to take in relation thereto.
- 7.5 With regard to the matters not specifically provided for in this Plan or any other documents that may be issued in connection with the Options, the Nomination and Remuneration Committee shall have an absolute discretion to decide such matters, in the manner deemed fit by them in the best interests of both the Employees and the Group, as may be permissible under the Applicable Law. The decision of the Nomination and Remuneration Committee shall be final and binding on all persons having an interest in the Plan or such Option(s).
- 7.6 Any decision of the Nomination and Remuneration Committee in the interpretation and administration of this Plan, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned (including, but not limited to, Employee and Option Holder/ Nominee). The Company (including the Nomination and Remuneration Committee) shall not be liable for any action or determination made in good faith with respect to this Plan or any Option granted thereunder.
- 7.7 Where applicable, the Nomination and 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, the Trust and its Employees, as applicable. The Option Holder shall adhere to such policies and procedures in respect to Exercise of Options under the Plan.

8. GENERAL RISKS

Participation in this Plan shall not be construed as any guarantee of return on Shares allotted and/or transferred to the Option Holder upon Exercise of Option(s).

9. GRANT OF OPTIONS

- 9.1 Subject to **Clause 5** and **Clause 5.4** above, the Nomination and Remuneration Committee may make Grants to one or more Eligible Employee(s), which shall include recurring Grants to the same Eligible Employee in accordance with the terms and conditions of the Plan.
- 9.2 The Grant of Options by the Nomination and Remuneration Committee to an Eligible Employee shall be made in writing or through any other electronic medium identified by the Company and communicated to the Eligible Employee by a Letter of Grant. The Letter of Grant which shall contain such details and terms and conditions as may be required by the Nomination and Remuneration Committee including the Grant Date, number of Options Granted, Vesting Period, Vesting Schedule, Vesting criteria, Exercise process and method, Exercise Price/Period and the other terms and conditions thereto.
- 9.3 Subject to the terms contained herein, acceptance of a Grant made to an Eligible Employee, shall conclude a contract between the Eligible Employee and the Company.
- 9.4 The Grant of Options under this Plan does not guarantee any entitlement to any future Grant of Options under the Plan.

- 9.5 The Grant of Options is of an occasional and extra-ordinary nature and constitutes a gratuitous and discretionary act by the Company. Consequently, no benefit derived from the Options granted under the Plan, forms or shall form a part of any Employee's normal, habitual or expected remuneration.
- 9.6 An offer made under this Clause is personal to the Eligible Employee and cannot be transferred in any manner whatsoever.
- 9.7 The Nomination and Remuneration Committee shall make necessary disclosures as per Regulation 16(2) of the SBEB & SE Regulations to the Eligible Employees to whom Grant is being made.
- 9.8 In the event an Eligible Employee is a nominee of an institution nominated by such institution as its representative on the Board, then such Eligible Employee shall comply with the disclosure requirement as provided under the Explanation to Regulation 4 of SBEB & SE Regulations.

10. VESTING

- 10.1 Subject to **Clauses 10.3** and **16** of the Plan, the Options Granted to an Option Holder shall Vest in accordance with the Vesting Schedule / criteria which could be either time-based or performance-based or a combination of both, as determined by the Nomination and Remuneration Committee in its sole and absolute discretion. Whilst determining the Vesting criteria / schedule, the Nomination and Remuneration may consider the expertise, achievement or expected achievement of key performance indicators by the prospective Option Holder, terms of employment of the prospective Option Holder amongst any other factors that it deems fit. The Vesting criteria shall be communicated to the Option Holder under the Letter of Grant.

Provided that, the maximum Vesting Period shall not exceed more than 5 (five) years from the Grant Date.

Provided further that the Options will be subject to a minimum 1 (one) year Vesting Period or other such time period or criteria as may be prescribed under the Applicable Law, including but not limited to the SBEB & SE Regulations.

- 10.2 Notwithstanding anything to the contrary in this Plan, the Nomination and Remuneration Committee shall be entitled, in its absolute discretion, to vary or alter the terms of the Vesting, including the Vesting Period of any Option to be Granted or any Option Holder (subject however to the second proviso of **Clause 10.1**), as it may deem fit; **provided however**, that such variation shall not be to the disadvantage of the Option Holder.
- 10.3 If an Option Holder is on a Long Leave or a Sabbatical Leave, then the days, during which the said Option Holder was on such Long Leave/ Sabbatical Leave, will not be included in determining whether the said Option Holder has satisfied the Vesting Period and/or the Vesting criteria as laid down in its Letter of Grant.
- 10.4 Subject to **Clause 16** of the Plan,
- 10.4.1 the Unvested Options shall Vest with the Option Holder as per the Vesting criteria mentioned in the Letter of Grant given to the Eligible Employee; and
- 10.4.2 the Vested Options shall entitle the Option Holder to Exercise the Vested Options and acquire the Shares at the Exercise Price within the Exercise Period.
- 10.5 Notwithstanding anything stipulated in this Plan, Options in respect of which the Vesting criteria as laid down in the Plan or the Letter of Grant, as the case may be, have not been satisfied shall automatically lapse and the contract referred to in **Clause 9.3** shall automatically be terminated

without any obligations whatsoever on the Company (including the Board or Nomination and Remuneration Committee) and no rights in that regard will accrue to the Option Holder after such date. Such lapsed Options shall revert to the Plan pool and may be granted at the discretion of the Nomination and Remuneration Committee to any other Eligible Employee.

- 10.6 Subject to Applicable Law, and unless the Nomination and Remuneration Committee decides otherwise, no Options shall vest in an Option Holder, if such Option Holder carries on or engages in, directly or indirectly, whether through partnership or as a shareholder, joint venture partner, collaborator, consultant or agent or in any other manner whatsoever, whether for profit or otherwise, any business which competes directly or indirectly with the whole or any part of the business carried on by the Company or Group Company or any activity related to the business carried on by the Company or Group Company. Decision of the Nomination and Remuneration Committee in this regard shall be final and conclusive and cannot be called in question by the Option Holder. For the sake of clarity, the restriction contained in this Clause shall not apply to any investment held as a portfolio by the Option Holder or any activity/ business carried out by the Option Holder pursuant to his duties as an Employee and shall not apply to the Nominee of the Option Holder.

11. EXERCISE OF OPTIONS

- 11.1 The Option Holder may Exercise the Vested Options within the Exercise Period as provided to the Option Holder in their Letter of Grant by the Nomination and Remuneration Committee which in no event shall be more than 1 year from the Vesting Date. In the event the Option Holder fails to Exercise his Vested Options within the Exercise Period, then such Vested Options shall lapse and revert to the Plan Pool and the contract referred to in **Clause 9.3** of this Plan shall stand automatically terminated. The Company and/or the Nomination and Remuneration Committee will not have any obligation towards such Option Holder with respect to such lapsed Options. No further communication shall be made to the Option Holder in this regard.

- 11.1 To Exercise the Options, the Option Holder must: (i) submit an Exercise Letter to the Nomination and Remuneration Committee or the Trustee(s) of the Trust or any other person as authorised by Nomination and Remuneration Committee in the Letter of Grant, (ii) pay the Exercise Price to the Trustee(s) of the Trust / Company, and (iii) pay the applicable taxes (wherever arising) and any other sums due referred to in **Clause 19** to the Company as per this Plan in respect of Exercise of Options, which shall be paid either by or through:

11.1.1 cheque drawn on the Company or the Trustee, as the case may be;

11.1.2 online to the Company's or Trust's bank account, as the case may be;

11.1.3 the Option Holder's authority to the Employing Entity to deduct the tax amount from his salary due and payable, if so permitted by the Company or Employing Entity;

11.1.4 through a cashless exercise procedure pursuant to which the Option Holder shall authorize the sale of Shares by the Trust or the Company, in the following manner:

(a) Sell to cover: The Option Holder authorises the Trust or Company, as the case may be, to sell such number of Shares underlying the Exercised Options, that are sufficient to cover the aggregate Exercise Price payable towards Exercised Options plus all applicable taxes; or

(b) Sell All: The Option Holder authorises the Trust or the Company, as the case may be, to sell all the Shares underlying the Exercised Options, and receive the

resulting proceeds less the aggregate Exercise Price payable towards Exercised Options plus all applicable taxes;

- 11.1.5 such other mode as may be approved by the Nomination and Remuneration Committee from time to time to the extent permitted by Applicable Law; or
- 11.1.6 a combination of any of the abovementioned methods.
- 11.2 Exercise of the Vested Options shall take place at the time designated by the Nomination and Remuneration Committee and by executing such documents as may be required under the Applicable Law or by the Nomination and Remuneration Committee to pass a valid title of the relevant Shares to the Option Holder/ Nominee, free and clear of any liens, encumbrances and transfer restrictions save for those set out in accordance with this Plan.
- 11.3 If the Exercise of Options within the Exercise Period, is prevented by any law or regulation in force, the Nomination and Remuneration Committee shall defer or not permit the Exercise of Options till such time as it is prohibited by the Applicable Law or regulations and in such an event the Company shall not be liable to pay any compensation or similar payment to the Option Holder for any loss suffered due to such refusal.
- 11.4 Notwithstanding the foregoing provisions of this **Clause 11** and subject to Applicable Law, in case of cessation of employment, any Exercise of the Options by such Option Holder shall be in accordance with the provisions of **Clause 16** of this Plan.
- 11.5 Nomination and Remuneration Committee shall cause, within a reasonable period of time from the receipt of Exercise Letter and Exercise Price, the Company to issue and allot or Trust to transfer, as the case may be, such number of Shares underlying the Vested Options as are Exercised, to the Option Holder, Nominee or former Employee, as the case may be. The allotment and/or transfer of Shares shall be subject to **Clause 16** of the Plan hereunder.
- 11.6 Notwithstanding anything contained in the foregoing provisions relating to the Exercise of Options, the Committee is entitled to specify such procedures and mechanisms for the purpose of implementing the cashless Exercise of Options, as may be necessary and the same shall be binding on all the Option Holders. The procedure may inter alia require the Option Holders to authorize any person nominated by the Company to deal with the Shares on the Option Holders' behalf till the realization and remittance of sales proceeds and/or credit of Shares to the account of the Option Holders.

12. RIGHTS AS A SHAREHOLDER

- 12.1 No Option Holder shall have a right to receive any dividend, vote at any general meeting of the Company or in any manner enjoy the benefits of a Shareholder in respect of the Shares underlying the Options Granted, whether Vested or Unvested, till the time Shares are not transferred to the Option Holder.
- 12.2 Nothing herein is intended to or shall give the Option Holder any right or status of any kind as a Shareholder (for example: bonus shares, rights shares, dividend, voting, etc.) in respect of any Shares covered by the Grant unless the Option Holder exercises the Options and becomes a registered holder of the Shares of the Company.
- 12.3 Any buy-back of Shares that are issued or transferred to the Option Holder on Exercise of Options may be bought back by the Company only in accordance with the terms and conditions laid under Section 68 of the Companies Act, 2013 and the SEBI (Buyback of Securities) Regulations, 2018, including the (i) permissible sources of financing for buy-back; (ii) financial thresholds to be

maintained by the Company, and (iii) limits upon Shares that the Company can buy-back in a particular year. It is hereby clarified that upon Exercise of Options and issuance or transfer of Shares to the Option Holder, such Option Holder shall be treated at par with the other Shareholders.

13. AUTHORITY TO VARY/MODIFY TERMS

13.1 Subject to Applicable Law, specifically the SBEB & SE Regulations, the Nomination and Remuneration Committee shall, at its absolute discretion, have the right to vary / modify / amend the Plan, in such manner and at such time or times as it may deem fit, subject however that any such modification / amendment shall not be detrimental to the interests of the Option Holders unless the terms are varied to meet any regulatory requirements.

13.2 The Nomination and Remuneration Committee shall be entitled to vary the terms of the Plan and/or terms of the Options already Granted under the Plan, to meet any regulatory requirement whether in India or abroad without seeking shareholders' approval by way of a special resolution.

13.3 No member of the Nomination and Remuneration Committee shall be primarily liable for any decision or action taken in good faith with respect to this Plan.

14. TRANSFERABILITY OF OPTIONS AND SHARES

14.1 Options

The Options cannot be assigned, alienated, pledged, attached, hypothecated, sold or otherwise transferred or encumbered by the Option Holder except under the circumstances provided under **Clause 19.7** herein. Any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance not permitted herein shall be void and unenforceable against the Company.

14.2 Shares

The Shares arising out of the Exercise of Vested Options shall not be subject to any lock-in period from the date of allotment / transfer of such Shares under the Plan. However, the same shall be subject to such restrictions as may be prescribed under applicable laws including Company's Code of Conduct for Prevention of Insider Trading' framed under the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015 ("**PIT Regulations**")

Provided that the Shares allotted or transferred on such Exercise cannot be sold for such further period or intermittently as required under PIT Regulations or terms of the 'Code of Conduct for Prevention of Insider Trading' of the Company framed under the PIT Regulations.

15. CORPORATE ACTION AND CHANGE IN CONTROL OF THE COMPANY

15.1 Subject to Applicable Law, in the event of change in control of the Company or of the Employing Entity or Corporate Action, a Grant made under the Plan shall be subject to adjustment by the Nomination and Remuneration Committee at its discretion including but not limited to the number of Options, Vesting criteria, Exercise Price or cancellation of Options (whether Vested or Unvested) in lieu of such consideration as may be determined by the Nomination and Remuneration Committee in its sole discretion, taking into account all such stakeholders to this Plan and Grant.

15.2 The decision of the Nomination and Remuneration Committee, in this regard, shall be final and binding.

16. TERMINATION OF EMPLOYMENT

- 16.1 In the event of termination of employment of the Option Holder due to his death or Permanent Disability, the Nomination and Remuneration Committee, shall at its sole and absolute discretion determine the treatment of outstanding Unvested Options held by such Option Holder, subject to the provisions of SBEB & SE Regulations. The Option Holder or his Nominee, as the case may be, may Exercise the Vested Options, including the Options (if any) that may vest in accordance with the preceding sentence, in accordance with **Clause 11** of the Plan within 180 days from the date of termination of employment or such other period as may be intimated by the Nomination and Remuneration Committee to the Option Holder / Nominee. Any Options which are not Exercised within the period as mentioned herein, shall lapse, stand cancelled and revert to the Plan Pool. The contract referred to in **Clause 9.3** of this Plan shall stand automatically terminated without any obligations whatsoever on the Company (including the Board or the Nomination and Remuneration Committee) and no rights in that regard will accrue to the Option Holder / Nominee after such date.
- 16.2 In the event of termination of employment of the Option Holder due to Cause, all Options whether Vested or Unvested, shall lapse, stand cancelled and revert to the Plan Pool on the date of termination of employment of the Option Holder. The contract referred to in **Clause 9.3** of this Plan shall stand automatically terminated without any obligations whatsoever on the Company (including the Board or the Nomination and Remuneration Committee) and no rights in that regard will accrue to the Option Holder after such date.
- 16.3 In the event of termination of employment of the Option Holder due to resignation or without Cause, all Unvested Options, as on the date of notice of termination of employment / resignation, shall lapse, stand cancelled and shall revert to the Plan Pool on the date of termination of employment of the Option Holder. The contract referred to in **Clause 9.3** of this Plan shall stand automatically terminated without any obligations whatsoever on the Company (including the Board or the Nomination and Remuneration Committee) and no rights in that regard will accrue to the Option Holder after such date. The Vested Options held by such Option Holder, may be Exercised within a period of 60 days from the date of notice of termination of employment / resignation or such other period as may be intimated by the Nomination and Remuneration Committee to the Option Holder. If the Vested Options are not Exercised within such Exercise Period (as referred above), then such Vested Options shall lapse, stand cancelled and revert to the Plan Pool. The contract referred to in **Clause 9.3** of this Plan shall stand automatically terminated without any obligations whatsoever on the Company (including the Board or the Nomination and Remuneration Committee) and no rights in that regard will accrue to the Option Holder / Nominee after such date.
- 16.4 In the case of termination of employment of the Option Holder due to retirement as per the policies of the Employing Entity, all Options Granted to such Option Holder, both Vested and Unvested, shall continue to be held by the Option Holder / Nominee in accordance with the provisions of this Plan. It is hereby clarified that the Unvested Options shall continue to Vest as per the Vesting Criteria laid down in the Plan or the Letter of Grant. All the Options, Vested either before or after the retirement of the Option Holder, may be Exercised by the Option Holder / Nominee within the Exercise Period as originally communicated in the Letter of Grant and in accordance with the provisions of this Plan. In the event, the Option Holder passes away following termination of employment due to retirement then all the Unvested Options as on the date of demise of such Option Holder shall lapse, stand cancelled and revert to the Plan Pool. As for the Vested Options held by the deceased Option Holder up to the date of his demise, the Nominee may Exercise them within a period of 180 days from the date of demise of the Option Holder. The contract referred to in **Clause 9.3** of this Plan shall stand automatically terminated without any obligations whatsoever on the Company (including the Board or the Nomination and

Remuneration Committee) and no rights in that regard will accrue to the Option Holder / Nominee after such date.

- 16.5 In the event of termination of employment of the Option Holder due to reasons other than those mentioned in **Clauses 16.1, 16.2, 16.3 and 16.4** above, the Nomination and Remuneration Committee, shall at its sole and absolute discretion determine the treatment of outstanding Options held by such Option Holder (whether Vested or Unvested) and the Exercise Period for exercise of such Options.

17. CLAWBACK OF BENEFITS

- 17.1 The aim of implementing this Plan is to align the interests of the Options Holders with the growth and prosperity of the Company. All Grants, Vesting and allotment and/or transfer of Shares pursuant to Exercise shall be subject to adherence, acknowledgment and agreement to the terms of this Plan including this **Clause 17**.

- 17.2 In the event, an Option Holder (whether in employment of Company / Group Company, as the case may be) ("**Defaulting Option Holder**") is found in serious breach of conduct, actions undertaken with the *mala fide* intent of affecting the reputation of the Company and its Group, lack of diligence in undertaking and fulfilment of employment duties and obligations, fraud or any other similar actions as determined by the Nomination and Remuneration Committee ("**Breach of Obligations**"), then the Company reserves the right to claw-back 100% of benefits arisen to such Defaulting Option Holder through the Grants over the last 5 (five) years and require the Defaulting Option Holder to pay such amount ("**Claw-Back Amount**") to the Company as may be determined by the Nomination and Remuneration Committee depending upon the severity of Breach of Obligations.

18. SURRENDER OF OPTIONS

- 18.1 An Option Holder may at any time, by way of written request to the Board, surrender any or all of his Vested or Unvested Options to the Company. The Nomination and Remuneration Committee on receipt of such request, shall consider it and may cancel such surrendered Options vis-à-vis the Option Holder. Options so surrendered by the Option Holder and cancelled by the Nomination and Remuneration Committee will revert to the Plan Pool.
- 18.2 The Company would not be liable or obligated to pay any compensation to the Option Holder on account of his surrender of the Options and the contract referred to in **Clause 9.3** of this Plan shall stand automatically terminated without any obligations whatsoever on the Company (including the Board or the Nomination and Remuneration Committee) and no rights in that regard will accrue to the Option Holder after such date.

19. MISCELLANEOUS

- 19.1 *No right to a Grant*

Neither the adoption of the Plan nor any action of the Nomination and Remuneration Committee shall be deemed to give an Employee any right to be Granted any Options to acquire Shares or to any other rights hereunder except as may be evidenced by the Letter of Grant provided by the Company and accepted by the Eligible Employee in any form including but not limited to by way of signature, email or *via* online portal.

- 19.2 *No employment rights conferred*

Nothing contained in the Plan or in any Grant made hereunder shall:

19.2.1 confer upon any Option Holder any right with respect to continuation of employment or engagement with the Company / Employing Entity; or

19.2.2 interfere in any way with the right of the Company / Employing Entity to terminate Employment or services of any Option Holder at any time.

19.3 *Tax withholding / recovery*

19.3.1 All taxes arising from the Exercise of any Option Granted to any Option Holder under the Plan, including income taxes and tax required to be withheld under Applicable Law, with respect to such Options shall be borne by that Option Holder.

19.3.2 Notwithstanding anything in the Plan to the contrary, prior to the delivery of any Shares or cash (in case of a cashless exercise of Options as per **Clause 11** of the Plan) pursuant to an Exercise, the Company (or the Employing Entity) will have the right to deduct, withhold or recover all taxes payable either by itself or by the Option Holder, in connection with all Grants / Options / Shares under this Plan.

19.3.3 The Company shall have the right to deduct / withhold / recover such taxes by way of (i) deduction at source in connection with all Grants / Options / Shares under this Plan, ie from payroll / salary; or (ii) requiring the Option Holder to remit to the Company (or the Employing Entity), an amount sufficient to satisfy such taxes; or (iii) through a cashless exercise procedure as provided in **Clause 11** of this Plan .

19.3.4 The Option Holder will also, as a condition of the Plan, authorize the Company or their Nominee to sell such number of Shares, as would be necessary, to discharge the obligation in the respect of such taxes and appropriate the proceeds thereof on behalf of the Option Holder, and agrees that he shall not have any right to Exercise the Options if the tax obligations as detailed in this **Clause 19.3** are not completed to the sole satisfaction of the Company.

19.4 *No restriction on Corporate Action*

The existence of the Plan and the Grants made hereunder shall not in any way affect the right or the power of the Board or the Shareholders to make or authorise any Corporate Action or change in control, whether or not such action would have an adverse effect on the Plan, or any Grant made under the Plan. No Employee or other person shall have any claim against the Company or Group Company, or the new company / new entity that is formed or takes over a part of whole of the business of the Company because of such action.

19.5 *Dissolution or liquidation*

In the event of a dissolution or liquidation of the Company, the Nomination and Remuneration Committee shall inform each Option Holder, as soon as practicable / permissible under Applicable Law, of the same and communicate regarding the treatment of Options held by the Option Holder.

19.6 *Confidentiality*

The Option Holder shall ensure complete confidentiality in respect of all documents, matters and discussions in relation to the Plan, Grant, Letter of Grant or any connected matter except where such disclosure is made to a third-party professional (viz., lawyer, chartered accountant etc.) for seeking legal or financial advice, or as required under Applicable Law. Any violation may result in cancellation of Options, Vested or Unvested by the Nomination and Remuneration Committee in their sole and absolute discretion.

19.7 *Nominee*

A Nominee alone shall be entitled to exercise the rights of the concerned Eligible Employee / Option Holder in the event of death / Permanent Disability of the Option Holder, subject to the terms and conditions of the Plan. It is hereby clarified that any Shares received by the Nominee in the event of Permanent Disablement of the Eligible Employee/ Option Holder, shall be held in trust for the Eligible Employee / Option Holder.

19.8 *Insider trading*

The Option Holder shall ensure that there is no violation of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, Securities and Exchange Board of India (Prevention of Fraudulent and Unfair Trade Practices) Regulations, 2003 and any other such rules and regulations as may be notified by SEBI and/or the stock exchange on which the Shares are listed. The Option Holder shall keep the Company or the Board or such other Committees of the Board, fully indemnified in respect of any liability arising for violation of the above provisions.

19.9 *New Employee Stock Option Plans*

Nothing contained in the Plan shall be construed to prevent the Company from implementing another employee incentives plan, directly or through any trust settled by Company, which is deemed by the Company to be appropriate or in its best interest, provided such other action would not have any adverse impact on the Plan or any Grant made under the Plan. No Option Holder or other Person shall have any claim against the Company and/or Trust as a result of such action.

19.10 *Notice and correspondence*

Any notice required to be given by, or any correspondence from, an Option Holder, the Nominee or a former Employee to the Company may be given at the following address:

Attention: The Chairperson, Nomination and Remuneration Committee
Address: Usha Martin Limited
2A, Shakespeare Sarani, Kolkata - 700071

Any notice required to be given to the Eligible Employee / Option Holder, a Nominee or a former Employee, as the case may be, by the Company may be given at the address of the Eligible Employee / Option Holder / Nominee / former Employee, as maintained by the Company in its records. If there is any change of address for service, it shall be the sole responsibility of the addressee (Company or Eligible Employee / Option Holder / Nominee / former Employee, as the case may be) to update the other party (Company or Eligible Employee / Option Holder / Nominee / former Employee, as the case may be) about the change in address for service. However, if there is no change or update of address, service on either address shall remain effective and it shall be sufficient discharge of obligation of service, intimation, notice or correspondence.

19.11 *Disputes*

All disputes arising out of or in connection with the Plan or the Grant shall be referred to the Nomination and Remuneration Committee for mutual resolution by the parties, and shall be determined by the Nomination and Remuneration Committee in their sole and absolute discretion.

19.12 *Governing law and jurisdiction*

The terms and conditions of the Plan shall be governed by and construed in accordance with the Applicable Law of India.

The competent Courts of India, where the Company's registered office is situated, shall have jurisdiction in respect of all matters, disputes, or differences arising in relation to or out of this Plan. The Company shall have the right to bring proceedings against any Option Holder in (i) any other Court of competent jurisdiction; and (ii) concurrently in more than one jurisdiction.

The Grant of Options and issue of Shares under this Plan shall entitle the Company to require the Eligible Employee / Option Holder to comply with such requirements of Applicable Law as may be necessary in the opinion of the Nomination and Remuneration Committee. In case of any conflict between the provisions of this Plan and any provisions, rules, regulations or guidelines issued under Applicable Law, the provisions of the Applicable Law shall override the provisions of this Plan to the extent of such conflict.

The Eligible Employee / Option Holder agrees and acknowledges that the Eligible Employee / Option Holder has received and read a copy of this Plan. In the event that any Applicable Law render this Plan as illegal or void, this Plan shall automatically be treated as withdrawn and cancelled and the Company (including Board and Nomination and Remuneration Committee) shall have no obligation or liability whatsoever towards any Eligible Employee / Option Holder including in relation to any Vested Options or Unvested Options.

In order to comply with regulation of any other country or to avail any tax or other benefits, Nomination and Remuneration Committee may at its sole discretion and in compliance with Applicable Law, may formulate an addendum to this Plan for Employees employed in that country and made applicable to such Employees from the date determined by the Nomination and Remuneration Committee.

19.13 *Regulatory approvals*

The implementation of this Plan, the Grant of any Option as per terms of this Plan and the allotment or transfer of any Shares as per this Plan shall be subject to the procurement by the Company and the Option Holder/ Nominee of all approvals and permits required by any regulatory authorities having jurisdiction over this Plan, the Options and the Shares allotted or transferred pursuant thereto. The Option Holder/ Nominee under this Plan will, if requested by the Nomination and Remuneration Committee, provide such assurances and representations, as the Nomination and Remuneration Committee may deem necessary or desirable to ensure compliance with all applicable legal and accounting requirements.

19.14 *Inability to obtain authority*

The inability of the Company to obtain authority from any regulatory body having jurisdiction over the Company, or under any Applicable Law, for the lawful allotment or transfer of any Shares hereunder shall relieve and wholly discharge the Company from any and all liability in respect of the failure to allot or transfer such Shares.

19.15 *No Discrimination*

Nothing in this Plan may be deemed to be discriminating amongst the Employees or the Eligible Employees on the grounds of gender, age, nationality, race, ethnicity, language or otherwise. The Plan in terms of coverage of the Eligible Employees is in consonance with prevailing management practices and remuneration principles and is not discriminating against any section of Employees.

19.16 *Accounting and Disclosure Policies*

The Company shall follow the 'Guidance Note on Accounting for Employee Share-based Payments' and/ or any relevant Accounting Standards as may be prescribed by the Institute of Chartered

Accountants of India from time to time, including the disclosure requirements prescribed therein or such other policies as may be prescribed under SBEB & SE Regulations.

19.17 Transfer or Deputation:

In the event that an Eligible Employee / Option Holder who has been granted Options under this Plan is transferred or deputed to any Group Company prior to Vesting or Exercise, the Vesting and/ or Exercise of such Options shall take place as per the terms and conditions that may be determined and communicated by the Nomination and Remuneration Committee, subject to the Applicable Law.

19.18 The Company shall bear the costs of establishing and administering this Plan, including any costs of the Company's auditors or any independent financial adviser in relation to the preparation of any confirmation by them or provision of any other service in relation to this Plan.

19.19 Severability

In the event any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Plan, but the Plan shall be construed as if such invalid, illegal, or unenforceable provision had never been set forth herein, and the Plan shall be carried out as nearly as possible according to its original intent and terms.

19.20 This Plan will operate *inter-alia* under the Act and SBEB & SE Regulations, and provisions not specifically provided herein but set out in in such aforesaid laws.

RECOMMENDED BY THE NOMINATION AND REMUNERATION COMMITTEE AS OF 12th August 2024

ADOPTED BY THE BOARD OF DIRECTORS AS OF 12th August 2024

APPROVED BY THE SHAREHOLDERS AS OF 5th October 2024