

RATTANINDIA ENTERPRISES LIMITED
(FORMERLY RATTANINDIA INFRASTRUCTURE LIMITED)

RattanIndia Enterprises Limited Employees Stock Option Plan - 2022 (“REL ESOP 2022”)

This REL ESOP 2022 has been formulated by the Board of Directors pursuant to the authority vested in it by the shareholders by the resolution passed through Postal Ballot of the Company result of which was declared on August 3, 2022. This Scheme has been formulated, to the extent applicable, in accordance with the provisions of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (“**SEBI ESOP Regulation**”).

The REL ESOP 2022 is applicable to the grant of up to 6,91,13,479 (Six Crore Ninety One Lakh Thirteen Thousand Four Hundred Seventy Nine) Employee stock options by the Committee, which shall be deemed to have come into force on August 3, 2022. The Board of Directors of the Company or the Committee may at any time, subject to compliance with applicable law, alter, amend, suspend or terminate this Scheme.

1. Purpose

The purpose of REL ESOP 2022 is to reward and motivate Employees (as defined hereinafter) and to attract and retain the best talent by providing them an additional incentive in the form of stock options to acquire a certain Shares of the Company at a future date at an exercise price which shall be in accordance with the applicable accounting policies, if any.

2. Summary

Pursuant to the Scheme, the Eligible Employees may be granted an option which give them right to purchase /subscribe at a future date Shares of the Company, at a pre-determined price.

3. Definitions

The following terms as used herein shall have the meaning specified:

- 3.1 **Board** – means the Board of Directors of the Company as constituted from time to time, in accordance with applicable laws.
- 3.2 **Committee** – means the Nomination and Remuneration Committee (also acting as the Compensation Committee) to administer the Scheme and having such powers as shall be specified by the Company.

- 3.3 **Company** – means RattanIndia Enterprises Limited incorporated under the Companies Act, 1956, having its registered office at 5th Floor, Tower-B, Worldmark-1, Aerocity, New Delhi-110037 or any successor company thereto.
- 3.4 **Date of Vesting** - means the date on which the Eligible Employee is given the right to apply for Shares of the Company against the Option Granted to him/her under REL ESOP 2022, in terms thereof.
- 3.5 **Employee** - shall mean:
- (a) permanent employees of the Company and its holding / subsidiary companies, if any in future, (collectively referred to as the 'Group') whether working in India or outside India;
 - (b) directors of the Group, whether whole-time or not but excluding independent directors;
 - (c) such other employees and persons as may be permitted under the applicable laws and as may be approved by the Committee / Board, from time to time

However, following persons are not entitled to participate in the REL ESOP 2022:

- (i) An employee / director who is a promoter or a person belonging to the promoter group; and
 - (ii) A director who either by himself or through his relative(s) or through any body corporate, directly or indirectly, holds more than 10% of the outstanding equity shares of the Company.
- 3.6 **Eligible Employee** – means an Employee who is selected by the Committee for Grant of Options, on the basis of criteria prescribed under this REL ESOP 2022 and is otherwise eligible for all the benefits of REL ESOP 2022, being an employee of the Company or a subsidiary or holding Company as mentioned at 3.5 above.
- 3.7 **ESOP Regulations** – shall mean the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended from time to time (**SEBI ESOP Regulations/ ESOP Regulations/ ESOP Guidelines**).
- 3.8 **Exercise** – means making of an application by the Eligible Employee to the Committee/Trust, for transfer of Shares against the Option(s) Vested in him/her in pursuance of REL ESOP 2022 and “Exercising” shall be construed accordingly.
- 3.9 **Exercise Application** – is the application form as may be prescribed, in which the Eligible Employee has to apply to the Committee/Trust along with a cheque/demand draft/ proof of RTGS/ net banking transfer of the Exercise Price and such other documents as

may be prescribed pursuant to the provisions of REL ESOP 2022, for Exercising the Options Vested in him/her.

- 3.10 **Exercise Price** – shall be fixed by the Board of Directors / Committee at its discretion (Subject to SEBI ESOP Regulations) and will be specified in the grant letter but the same shall not be higher than the market price (i.e. latest available closing price on a recognized stock exchange having highest trading volume on which the equity shares of the Company are listed) of the equity shares at the time of grant however subject to the condition, the exercise price shall under no circumstances be less than the face value of the equity shares of the Company, which may be treated as the floor price for the purpose. The same shall be subject to any fair and reasonable adjustments that may be made on account of corporate actions of the Company in order to comply with the SEBI ESOP Regulations.
- 3.11 **Exercise Period** – is a period which would commence from the vesting date and would expire not later than 5 (five) years from the date of vesting of Options. The Options shall lapse if not exercised within the Exercise Period.
- 3.12 **Grant** – means issue of Option to an Eligible Employee under REL ESOP 2022.
- 3.13 **Grant Date** – means the date on which the Committee approves the grant.
- 3.14 **Holding Company** – means the holding company of the Company, existing now or in future.
- 3.15 **Letter of Grant** – means the letter issued by the Company intimating the Eligible Employee of the Options Granted to him/her for acquiring a specified number of Shares at the Exercise Price.
- 3.16 **Letter of Vesting** – means the letter issued by the Company to an Eligible Employee intimating the Vesting of the Options pursuant to the Eligible Employee complying with the conditions prescribed hereunder prior to Vesting.
- 3.17 **Market Price** – means the latest available closing price, prior to the date of meeting of the Board / Committee in which options are granted, on the stock exchange on which shares of the Company are listed. If the shares are listed on more than one stock exchange, than the stock exchange where there is highest trading volume on the said date shall be considered.
- 3.18 **Option** - means a right (but not an obligation) granted to an Eligible Employee to apply for specified number of Shares of the Company at a future date and at a pre-determined price (being the Exercise Price). Each Option Granted would represent the right to apply for one Share (or such other number adjusted for any bonus, stock splits, consolidation or other reorganization of capital structure of the Company from time to time).

- 3.19 **Option Agreement** – means a written agreement between the Company and the Eligible Employee evidencing the terms and conditions of an Option granted. The Option Agreement is subject to terms of the REL ESOP 2022.
- 3.20 **Option Grantee** – means an Eligible Employee having a right but not an obligation to Exercise Options Granted pursuant to REL ESOP 2022.
- 3.21 **Shares** - means the equity shares of the Company of the nominal face value of Rs. 2/-, or such modified value due to any stock splits, consolidation or other reorganization of capital structure of the Company or as may be approved by the shareholders of the Company.
- 3.22 **“Subsidiaries”** means the subsidiaries of the Company, existing now or in future.
- 3.23 **“Trust”** shall mean RattanIndia Enterprises Limited Employees Welfare Trust established by the Company under the provisions of Indian Trust Act, 1882, including any statutory modification or re-enactment thereof, for implementing the Scheme.
- 3.24 **Vesting** - means the process by which the Eligible Employee is given the right to apply for Shares of the Company against the Options granted to him in pursuance of REL ESOP 2022 and “Vest” shall be construed accordingly.
- 3.25 **Vesting Period**- The Nomination & Remuneration Committee shall decide the manner and period of vesting options at the time of grant however no options shall, however, vest in less than 12 months or such period as may be prescribed by the SEBI guidelines from time to time, after the date of grant..
- 3.26 **Vesting Schedule** – shall mean the manner in which and the period over which the granted Options shall Vest in an Eligible Employee over a period as decided by the Nomination & Remuneration Committee. The first date of vesting, being the date one year from the date of grant.
- 3.27 Any term not defined above, but defined in the SEBI ESOP Regulations shall have the meaning assigned to it under the said Regulations.

4. Authority and Ceiling

- 4.1 The Board of Directors of the Company in their meeting held on May 30, 2022 had resolved, subject to the approval of the shareholders, to issue under REL ESOP 2022 Options exercisable into not more than 6,91,13,479 (Six Crore Ninety One Lakh Thirteen Thousand Four Hundred Seventy Nine) Shares to Employees, with each such Option conferring a right on the Employee to apply for one Share in accordance with the terms and conditions of the issue.

- 4.2 Subsequently, the shareholders of the Company through Postal Ballot result of which was declared on August 3, 2022 have resolved to issue under REL ESOP 2022, Options exercisable into a maximum of 6,91,13,479 (Six Crore Ninety One Lakh Thirteen Thousand Four Hundred Seventy Nine) Shares of the Company, with each such Option conferring a right upon the Employee to apply for Shares, in accordance with the terms and conditions of such issue.
- 4.3 The Committee in its absolute discretion has been authorized to determine all the terms governing this REL ESOP 2022 including any variation thereof and including but not limited to -
- a) determining the Employees amongst the different categories of Employees to whom the Options are to be Granted,
 - b) the date and time when the Options are to be Granted,
 - c) the number of tranches in which the Options are to be Granted and the number of Options to be Granted in each such tranche,
 - d) the quantum of Options to be Granted at various points in time,
 - e) the Exercise Price for Options to be Granted at various points of time,
 - f) the criteria for determining the number of Options to be Granted to Employees,
 - g) the period and date/s in relation to which the criteria are to be determined and fulfillment of conditions is to be verified,
 - h) the number of Options to be Granted to each Employee,
 - i) the terms and conditions subject to which the Options Granted would Vest in the Employee,
 - j) the Date of Vesting of the Options Granted,
 - k) the terms and conditions subject to which the Options Vested would be exercisable by the Employee,
 - l) the period within which the Options have to be Exercised by the Employee,
 - m) the number of Options to be apportioned/allocated for various grades of Employees,
 - n) assignment of weightage to length of service, grade and performance rating,
 - o) the number of Options reserved, if any, for Granting to new Employees who would join the services of the Company,
 - p) the conditions under which Options Vested in Employees may lapse in case of termination of employment for misconduct,
 - q) the specified time period within which the Employee shall exercise the Vested Options in the event of termination or resignation of an Employee,
 - r) the right of an Employee to Exercise all the Options Vested in him at one time or at various points of time within the Exercise Period,
 - s) the Grant, Vest and Exercise of Option in case of Employees who are on long leave,
 - t) the procedure for cashless Exercise of Options, and
 - u) the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of corporate actions such as rights issues, bonus issues, merger etc.

- 4.5 The terms prescribed by the Committee shall be final and binding on all the Eligible Employees. All questions of interpretation of the REL ESOP 2022 shall be determined by the Committee and such determination shall be final and binding upon all persons having an interest in REL ESOP 2022 or such Option.
- 4.6 The number of members of the Committee and their powers and functions can be specified, varied, altered or modified from time to time by the Company, subject to the provisions of the SEBI ESOP Regulations and such other rules and regulations as may be in force.
- 4.7 No member of the Committee shall be personally liable for any decision or action taken in good faith with respect to the REL ESOP 2022.

5. Total number of Shares in respect of which Options could be Granted and Options allocated for various grades/groups of grades of Employees and for individual allotment

The maximum number of Shares in respect of which Options could be Granted, pursuant to this Scheme, is 6,91,13,479 (Six Crore Ninety One Lakh Thirteen Thousand Four Hundred Seventy Nine) Shares (or such other number adjusted for any bonus, stock splits, consolidation or other reorganization of capital structure of the Company from time to time). The Committee would have the authority to Grant, at its sole discretion, certain number of Options out of the total available Options to certain grades/group of grades of Eligible Employees and/or certain individual Eligible Employees of the Company.

6. Implementation & Administration

- 6.1 The Company proposes to implement the Scheme through Trust Route wherein the Trust shall acquire the Shares from secondary acquisition from the market.
- 6.2 The Shares so acquired by the Trust will be transferred to the Grantees as and when the Options are exercised.

7. RattanIndia Enterprises Limited Employees Welfare Trust

- 7.1 RattanIndia Enterprises Limited Employees Welfare Trust is the Trust established by the Company, which holds the Shares of the Company for the purpose of extending benefits of the Scheme to the Employees.
- 7.2 The Trust shall acquire Shares by way of secondary Acquisition from the market. The Trust shall utilize such Shares for the purpose of either transferring them to the Grantees or selling them and transferring the requisite amount upon exercise / cashless exercise of the Options under the Scheme.
- 7.3 The Company may implement several Employee Benefit Scheme through the Trust.
- 7.4 The Trust will keep and maintain proper books of account, records and documents, for the Scheme so as to explain its transactions and to disclose at any point of time the financial position of the Scheme and in particular give a true and fair view of the state of affairs of Scheme.
- 7.5 No person shall be appointed as a Trustee, if he
- is a Director, Key Managerial Personnel or Promoter of the Company or its Holding, Subsidiary or Associate Company or any relative of such Director, Key Managerial Personnel or Promoter; or
 - beneficially holds ten percent or more of the paid-up share capital of the Company.
- 7.6 The Trustees of the Trust, shall not vote in respect of the Shares held by such Trust, so as to avoid any misuse arising out of exercising such voting rights.
- 7.7 The Trustee shall ensure that appropriate approval from the Shareholders has been obtained by the Company in order to enable the Trust to implement the Scheme(s) and undertake secondary acquisition for the purposes of the Scheme(s).
- 7.8 The Trust shall not deal in derivatives, and shall undertake only delivery-based transactions for the purposes of secondary acquisition as permitted by SEBI (ESOP) Regulations.
- 7.9 For the purposes of disclosures to the stock exchange, the shareholding of the Trust shall be shown as 'non-promoter and non-public' shareholding.
- 7.10 The Trust shall transfer the Shares to Grantees in the manner specified in the trust deed. The Trustee(s) of the Trust shall administer the transfer of Shares to the Grantee as per the directions of the Committee and as stipulated in the Scheme.

- 7.11 For the purpose of acquisition of Shares by the said Trust, the Trust maybe funded by the Company, either through a loan or any other form of financial assistance permissible under Applicable Laws. Further, the Trust may take loan from banks or any other person/source under Applicable Laws.
- 7.12 The amount of loan to be provided for implementation of the Scheme by the Company to the Trust Shall not exceed 5% of the paid up equity capital and free reserves as provided in companies Act, 2013. The tenure of such loan shall be the point where the objects of the Trust are accomplished or the repayment of loan is made, whichever is earlier. The utilization of such loan shall be for the objects of the Trust as mentioned in trust deed. The Trust shall repay the loan to the Company by utilising the proceeds realised from exercise of Options by the Grantees and the accruals of the Trust at the time of termination of the Scheme.
- 7.13 The Trust shall not become a mechanism for trading in Shares and hence shall not sell the Shares in secondary market except as provided in SEBI (ESOP) Regulations.
- 7.14 The total number of Shares under secondary acquisition held by the Trust shall at no time exceed 5 % of paid up equity capital as at the end of the financial year immediately prior to the year in which the Shareholder approval is obtained for such secondary acquisition.
- 7.15 Further, the secondary acquisition in a financial year by the Trust shall not exceed 2 (Two) percent of the paid up equity capital as at the end of the previous financial year.
- 7.16 The above said ceiling limits shall automatically include within their ambit the expanded capital of the Company where such expansion has taken place on account of corporate action.
- 7.17 The un-appropriated inventory of Shares which are not backed by grants, acquired through secondary acquisition by the Trust, shall be appropriated latest by the end of the subsequent financial year.
- 7.18 The Trust shall be required to hold the Shares acquired through secondary acquisition for a minimum period of six months, except under the circumstances as defined in SEBI (ESOP) Regulations, before the same can be transferred to the Grantees upon exercise of Options under the Scheme.

8. Grant of Option and basis of determining the number of Options to be Granted

- 8.1 The actual number of Options to be granted to each Eligible Employee would be in accordance with the criteria (including performance, merit, grade, conduct and length of

service of the Eligible Employee) determined by the Committee in its absolute discretion.

8.2 Notwithstanding the above, the Committee shall not Grant any Options in the event it is found that the Eligible Employee has not performed up to the expectations or has not been regularly attending the office for a substantial period of time without any valid reason or authority or is found to be guilty of misconduct or has violated the terms of employment or policies or procedures or codes or on account of such other circumstances as the Committee may in its absolute discretion decide.

8.3 Further, no Options shall be Granted to an Employee on long leave (as defined hereinafter in Clause 9.1 (i)).

9. Vesting of the Options Granted

9.1 Subject to such terms as the Committee may decide in its absolute discretion, the Options Granted under this Scheme will Vest in accordance with the Vesting Schedule. Options granted subsequently will vest in the manner determined by the Committee in its sole discretion.

Provided that:

(i) If an Eligible Employee who has been granted options proceeds on long leave, during the Vesting Period, then the Option Granted shall lapse. Also, an Employee is not eligible for Exercise of the Vested Options when he/she is on long leave. Such employee can Exercise Vested Options only two months after he/she has joined back on duty after availing of the long leave, provided Exercise Period has not lapsed on the day of Exercise of Options. For this purpose the long leave shall mean leave in excess of 3 months, excluding maternity leave.

(ii) Upon the termination of the Employee's employment for any reason, no further Options to purchase/subscribe Shares shall vest after the effective date of termination.

9.2 Notwithstanding the above, the Committee shall be entitled to make the Vesting of any or all of the Options Granted to Eligible Employee(s) conditional upon fulfillment of such performance criteria by the Employee and/or any team or group of which he is a part and/or of the Company, as may be determined by the Committee or determine a Vesting Schedule; provided however that, no Option granted under REL ESOP 2022 shall Vest before the expiry of one year from the date of Grant of the Option.

9.3 Notwithstanding the above, the Committee may not vest any of the Options already Granted or vest such lesser number of Options already Granted, in the event it is found that the Eligible Employee has not performed up to the expectations or has not been

regularly attending the office for a substantial period of time without assigning any valid reason or proper authority or has found to have violated the terms of his/her employment or policies or procedures or codes or on account of such other circumstances as the Committee may in its absolute discretion decide.

10. Exercise of the Vested Options:

- 10.1 Subject to such norms as may be prescribed by the Committee, all Vested Options will have to be exercised within 3 (Three) years from the date of respective Vesting. Options not exercised within the said stipulated time, Options not Vested due to non-fulfillment of the stipulated conditions, Vested Options which the Eligible Employees have expressly refused to Exercise, shall lapse and these Options will be available for Grant by the Committee to any other Eligible Employee(s) as it may deem fit in its absolute discretion.
- 10.2 Each Option would entitle the Eligible Employee, on Exercise, to acquire 1 (One) Share (or such other number adjusted for any bonus, stock splits, consolidation or other re-organization of capital structure of the Company from time to time), as may be determined by the Committee pursuant to the provisions of this REL ESOP 2022.
- 10.3 The Option Grantee may, at any time during the Exercise Period, and subject to fulfillment of conditions of the Grant and Vesting, Exercise the Options by submitting Exercise Application to the Committee/Trust to transfer to him/her Shares pursuant to the Vested Options, accompanied by payment of an amount equivalent to the Exercise Price in respect of such Shares and/or such other writing, if any, as the Committee may specify to confirm extinguishment of the rights comprising in the Options then Exercised. In the event of Exercise of Options resulting in fractional Shares, the Committee/Trust shall be entitled to round off the number of Shares to be transferred to the nearest whole number, and Exercise Price shall be correspondingly adjusted.
- 10.4 The Exercise Application shall be in such form as may be prescribed in this regard and the Committee/Trust may determine the procedure for Exercise from time to time.
- 10.5 In the event that Eligible Employee duly exercises any Option pursuant to this Scheme and in accordance with the terms thereof, he/she will be deemed to have become the holder on record of the Shares on the day of transfer of such Shares by the Trust.

11. Event of death/permanent incapacity of the Eligible Employee who has been Granted Options

- 11.1 Notwithstanding anything contained herein, in case of the death or permanent incapacity of any Eligible Employee whilst in the service or directorship of the Company, the Options Granted but not Vested in that Eligible Employee shall vest promptly (i) in case of death in the person(s) nominated by such Eligible Employee or if nobody is so

nominated in his legal heir or successor; and (ii) in case of permanent incapacity in the Eligible Employee himself.

11.2 In case of the death of any Eligible Employee whilst in the service of the Company, the Options shall be Exercisable by the person(s) nominated by such Eligible Employee and such Exercise shall be effected within the time stipulated in the Letter of Grant/Letter of Vesting. The mode of nomination would be intimated by the Company.

11.3 In case of the death of any Eligible Employee who has not nominated any person(s), the Options Granted but not Vested will vest in and shall be Exercisable by the legal heir(s) / successor(s) of the deceased Eligible Employee within such time as is stipulated in the Letter of Grant/Letter of Vesting; Provided however that the legal heir(s) / successor(s) shall be required to produce to the Company all such documents / indemnities as may be required by the Company to prove the succession of the assets of the deceased Eligible Employee. In case the proof of succession is not produced to the Company within two years from the date of death of the Eligible Employee or such further time as the Committee may permit in its absolute discretion, the Options shall lapse and shall be available for grant by the Committee to any other Eligible Employee(s) as it may deem fit in its absolute discretion.

12. Event of termination of service of the Eligible Employee who has been Granted Options

12.1 Due to resignation of the Employee

In case of termination of the services of the Eligible Employee due to resignation, the Options Granted but not Vested shall automatically lapse forthwith on submission of the resignation by the Employee. However, the Options Vested but not Exercised by an Eligible Employee who has resigned from the services of the Company could be Exercised by such Employee before getting released.

12.2 Due to dismissal or discharge of the Employee

In case of termination of the services of the Eligible Employee due to dismissal or discharge, the Options Granted but not Vested and the Options Vested but not Exercised shall automatically lapse forthwith on the Eligible Employee being dismissed or discharged. In case the Committee at any time during the currency of this REL ESOP 2022, determines that any Eligible Employee is liable for misconduct or violation of any policies or Codes of the Company by any Employee, the Committee will have the right to cancel the Options Granted but not Vested and the Options Vested but not Exercised by such Employee. The determination by the Committee as aforesaid would be final for the purpose of this REL ESOP 2022.

In certain extraordinary circumstances where any Eligible Employee has committed any act or omission which in the sole discretion and opinion of the Committee amounts to an act of moral turpitude and/or has resulted into loss of confidence, the Committee will be within its rights to cancel the Options Granted but not Vested and the Options Vested but not exercised with respect to such Eligible Employee. It is further clarified for the purpose of this Clause that the right of recommendation and deciding whether such an act or omission has occurred will be the sole discretion of the Committee without necessitating and/or undertaking any enquiry or investigation with respect to such matter.

12.3 Due to retirement of the Employee

In case of Eligible Employees who are due for retirement in the normal course, Granted Options will be Vested as per Vesting Period specified in the foregoing provisions, unless the Committee decides otherwise.

All Options which are Vested but not Exercised by the Eligible Employee as on the date of his retirement in normal course, can be exercised by the Eligible Employee, within the Exercise Period specified in the foregoing provisions, unless the Committee decides otherwise.

13. Suspended Employees and Employees under enquiry

The Options Granted but not Vested and the Options Vested but not Exercised in case of an Eligible Employee who has been suspended from the services of the Company or to whom a show cause notice has been issued or against whom an enquiry is being or has been initiated for any reason whatsoever including but not limited to misconduct, violation of policies or codes of the Company or for having committed or abetted any illegal or unlawful activity may, on the decision of the Committee, be suspended or kept in abeyance or cancelled at the sole discretion of the Committee. In case of Options that have been suspended or kept in abeyance, the same may be vested in the concerned Eligible Employee on such additional terms and conditions, as may be imposed by the Committee in its absolute discretion. Cancelled Options, if any, shall be ploughed back to the pool of lapsed Options and shall be available for Grant to Eligible Employees.

14. Shareholder's approval

REL ESOP 2022 has been framed in terms of the approval of the shareholders of the Company granted by resolution passed by members of the Company through Postal Ballot result of which was declared on August 3, 2022.

15. Transferability of Options

Options granted to an Eligible Employee shall not be transferable to any person. No person other than the Eligible Employee to whom the Option is granted shall be entitled to Exercise the Option.

16. Lock-in period

There will be no lock-in period in respect of the Shares, which are transferred on Exercise of the Options Granted pursuant to this Scheme.

17. Other conditions

- 17.1 The Eligible Employee shall not, directly or indirectly, sell, pledge, assign, hypothecate or otherwise transfer or dispose of (hereinafter collectively referred to as 'alienation') all or any unexercised portion of the Options or the rights and benefits attached thereto. The Company shall not recognize any alienation done in violation of this condition.
- 17.2 The Company will not be obliged to sell, issue or allot any Shares upon Exercise of the Options or otherwise unless the issuance and delivery of such Shares complies, in the judgment of the Company, with all the relevant provisions of applicable law and other legal regulations, including but not limited to, any applicable securities laws and the requirement of any stock exchanges in which the Shares of the Company are listed.
- 17.3 In the event of the Company issuing any Shares or other benefits (other than the dividends declared and/or paid) to the existing shareholders at any time after the date of the Grant of Options to the Employees or in case of other corporate actions like rights issues, bonus issues, merger, sale of division etc., the Committee, at its sole discretion, will have the right to adjust the number of Options and/or alter the Exercise Price in respect of Options which are not Exercised, to ensure that similar benefits accrue to the Employees to whom the Options are Granted.
- 17.4 In the event of any change in the constitution of the Company, change of control of the Company, re-structuring of the Company including but not limited to, merger of the Company with any other entity, de-merger, spin-off, reverse merger, subsidiarisation etc. or amalgamation of any other entity with the Company, the Options Granted herewith shall vest subject to the minimum time for Vesting prescribed under ESOP Regulations. In such an event the Committee would have the authority to alter all or any of the terms relating to the Grant of this REL ESOP 2022 in general and would also have the authority to do all such acts, deeds, matters and things as it may deem fit in its absolute discretion and as permitted under law, so as to ensure that the benefits under the Grant are passed on to the Eligible Employees by the merged / demerged / restructured / resultant entity. The Committee shall take appropriate actions to ensure that total value of the Options remains the same after the aforesaid corporate actions and in this regard shall if necessary, issue fresh Options/shares of the holding/subsidiary

companies of the Company and/or resultant entities emerging due to such corporate actions.

- 17.5 In the event the services of an Employee, to whom the Options have been granted, are being transferred / deputed to a subsidiary / holding / Group Company / body corporate / trust, in which the Company holds direct or indirect minimum controlling interest of 26%, on mutually agreed terms, the unvested Options will vest in the Optionee as per Vesting Schedule, subject to the condition that such Employee continues to be an employee of the said transferee company.
- 17.6 The following general provisions shall apply to the Options Granted pursuant to this Scheme:
- (i) neither the Eligible Employee nor any person claiming under or through the Eligible Employee will have any of the rights or privileges of a shareholder of the Company (including the right to receive any dividends or to vote at any meeting of the Company) in respect of any Shares to be transferred upon Exercise of the Options unless and until certificates representing such Shares have been issued and delivered or, if the Shares may be held in dematerialized form, unless appropriate entries evidencing such transfer is made in the register of members of the Company /statement of beneficial position maintained by the depositories.
 - (ii) All Shares of the Company transferred by the Trust, consequent to Exercise of Options shall rank pari passu with the existing Shares of the Company.
 - (iii) The liability of paying tax, if any, on the Options Granted pursuant to REL ESOP 2022 pursuant to Exercise of Options shall be entirely on the Employees and shall be in accordance with the provisions of Income Tax Act, 1961 and the Rules framed thereunder. Further, the Company shall be entitled to claim from the employees all amounts payable in respect of the Options Granted or exercised, if any, required to satisfy any tax obligations, which may arise in connection with the Grant or Exercise of Option by the Eligible Employee. The Eligible Employee will further be taxed on the short-term or long-term capital gains that may arise upon sale of Shares. In the event of any amendments or modifications to the provisions of the Income Tax Act, 1961 and/or the Rules framed thereunder, as existing on the date of this REL ESOP 2022, the Committee shall have the power to amend or modify this REL ESOP 2022, without consent of the Employees or the Shareholders, as the case may be, in order to ensure that the Company is in the same position as it would have been had the amendments or modifications in the Income Tax Act, 1961 and/or the Rules framed thereunder have not been made.
 - (iv) Each Employee and the Committee/Trust shall ensure that there is no violation of the provisions of SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended or other applicable restrictions for prevention of fraudulent and / or unfair trade policies relating to the securities market.

18. Procedure of Granting, Vesting and Exercising

18.1 Granting:

The Committee would authorize an official of the Company to issue letters to all the Eligible Employees who have been Granted Options, intimating the number of Options Granted and the conditions subject to which the Options are Granted, within such time from the date of Grant as it may deem fit.

18.2 Vesting:

In case the Eligible Employee complies with all the pre-Vesting conditions, an authorized official of the Company would issue a letter to such Eligible Employee intimating the number of Options Vested. Along with such intimation, the Eligible Employee would be given a format of Exercise Application to be used by him for exercising the Options.

18.3 Exercise:

- (a) An Eligible Employee wishing to Exercise the Options Vested in him, shall have to submit the Exercise Application (in the specified format which would be sent to him along with the Letter of Vesting) to Committee/Trust as may be intimated in the said Letter of Vesting.
- (b) In case the Eligible Employee wishes to Exercise the Options by paying the Exercise Price, then such Eligible Employee shall have to pay the Exercise Price and applicable Tax. In such cases the Eligible Employee should submit the Exercise Application to the Committee/Trust along with a Cheque/ Demand Draft or a proof of RTGS/ Net banking transfer for the Exercise Price plus applicable Tax amount being the number of Options Exercised multiplied by the Exercise Price per Option plus applicable Tax.
- (c) The Options Vested in the Eligible Employees could be Exercised by them within the Exercise Period in such number of tranche(s) as they may desire.
- (d) For all Options Exercised in the first half of the month, transfer of Shares will be made by the end of the month and for Options Exercised in the second half of the month, the transfer of Shares will be made by the 15th of the following month.

19. Interpretation:

Any dispute, discrepancy or disagreement which shall arise under, or as a result of, or pursuant to, or in connection with REL ESOP 2022 shall be referred to the Committee and shall be determined by the Committee and any such determination/decision/interpretation by the Committee shall be binding on all persons affected thereby.

20. REL ESOP 2022 subject to regulations

The REL ESOP 2022 shall be subject to regulatory provisions as also the rules framed by the Company for its employees, as may be applicable from time to time and shall at all times be in compliance with the provisions of the ESOP Guidelines and other applicable regulations.

21. Lapsed Options

Options, if any, lapsed under REL ESOP 2022, shall be available for Grant, at the sole discretion of the Committee to such Eligible Employees, subject to compliance of and in accordance with the provisions of ESOP Regulations. The terms relating to Exercise Price, Exercise Period, Vesting etc. in respect of such lapsed Options to be granted, as aforesaid, will be determined by the Committee at the time of Grant as it may deem fit in its absolute discretion, subject to the same being in conformity with this Scheme.

22. Right to modify the REL ESOP 2022

22.1 The Committee will at its absolute discretion have the right to modify / amend the REL ESOP 2022 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 interest of the Option Grantees/Employees and approval wherever required for such modification and/or the amendment is obtained from the Shareholders of the Company in terms of ESOP Guidelines.

22.2 The Committee may re-price the Options, which are not Exercised, if REL ESOP 2022 is rendered unattractive due to fall in the fair value of the Shares of the Company. Provided that the Committee shall ensure that such re-pricing shall not be detrimental to the interest of the Option Grantees/Employees and such re-pricing is in terms of compliance with the ESOP Guidelines.

23. Effective date and duration of the REL ESOP 2022

The REL ESOP 2022 shall be deemed to have come into force on August 3, 2022.

The Scheme shall remain in effect until (i) all Options Granted under the Scheme have been Exercised; (ii) all Options granted under the Scheme have expired by reasons of

lapse of time or otherwise and the Committee does not intend to reissue these lapsed Options, (iii) Completion of the term of the Scheme or (iv) until terminated by the Board of Directors of the Company, whichever is earliest.

24. Confidentiality

Eligible Employees shall keep the details of the Options Granted to them strictly confidential and shall not share/disclose the said details with/to any other Employee. In case of non-adherence to the provisions of this Clause, the Committee will have the authority to deal with such cases as it may deem fit in its absolute discretion.

25. No Right to an Award:

Neither the adoption of the REL ESOP 2022 nor any action of the Committee shall be deemed to give an Employee any right to be Granted any Option to acquire Shares or to any other rights except as may be evidenced by a Letter of Grant/Letter of Vesting.

26. Conformance to the accounting policies specified in the ESOP Regulations

The Company shall conform to the accounting policies prescribed by Securities and Exchange Board of India and as specified by the ESOP Guidelines from time to time.

27. No Rights Conferred:

27.1 Nothing contained in the REL ESOP 2022 or in any Grant made hereunder shall:

- (i) confer upon any Employee any right with respect to continuation of employment or engagement with the Company or afford any Option Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with the Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair), or
- (ii) interfere in any way with the right of the Company to terminate employment or services of any Employee at any time;
- (iii) entitle any Option Grantee to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise an Option in whole or in part in consequence of the loss or termination of his office or employment with the Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

- 27.2 The Grant of an Option does not form part of the Option Grantee's entitlement to compensation or benefits pursuant to his/her contract of employment neither does the existence of a contract of employment between any person and the Company give such person any right, entitlement or expectation to have an Option granted to him in respect of any number of Shares.
- 27.3 Neither the existence of this Scheme nor the fact that any individual has on any occasion been granted an Option shall give such individual any right, entitlement or expectation that he has or in future will have any such right, entitlement or expectation to participate in this Scheme by being granted an Option on any other occasion.

28. Tax Deduction at Source:

The Company shall have the right to deduct, in connection with all grants, all taxes if any required by law to be deducted at source and to require any payments necessary to enable it to satisfy such obligations.

The Option Grantee and /or holder of Shares will authorize the Company or its nominee to sell such number of Shares as would be necessary to discharge the obligation in respect of tax deduction at source and appropriate the proceeds thereof on behalf of the Employee.

29. No Restriction on Corporate Action

The existence of the REL ESOP 2022 and the Grants made hereunder shall not in any way affect the right or the power of the Board of Directors or the shareholders of the Company to make or authorize any change in capital structure; including any issue of shares, debt or other securities having any priority or preference with respect to the Shares or the rights thereof or from making any corporate action which is deemed to be appropriate or in its best interest, whether or not such action would have an adverse effect on the REL ESOP 2022 or any Grant made under the REL ESOP 2022. No Employee or other person shall have any claim against the Company as a result of such action.

30. New Schemes

Nothing contained in the REL ESOP 2022 shall be construed to prevent the Company directly or through any trust settled by any company, from implementing any other new scheme for granting stock options and/or share purchase rights, which is deemed by the Company to be appropriate or in its best interest, whether or not such other action would have any adverse impact on the REL ESOP 2022 or any Grant made under the REL ESOP 2022. No Employee or other person shall have any claim against the Company and/or trust as a result of such action.

31. REL ESOP 2022 severable

In the event that any term, condition or provision of this REL ESOP 2022 being held to be a violation of or contrary to, any applicable law, statute or regulation the same shall be severable from the rest of this REL ESOP 2022 and shall be of no force and effect and this REL ESOP 2022 shall remain in full force and effect as if such term, condition or provision had not originally been contained in this REL ESOP 2022.

32. Adoption of Scheme by the Subsidiaries/holding

This Scheme shall be extended to an employee of a Subsidiary company/holding company, only if the board of directors of the respective such Subsidiaries company/holding company accept and adopt the Scheme. All grants made under the Scheme shall be deemed to have been made to the Employee at the behest and on behalf of the respective Subsidiaries and/or Holding Company. The Subsidiary in so far as the terms and conditions of the Scheme apply to it, shall be bound by the terms and conditions thereof. In the event the Eligible Employee is transferred / deputed to a subsidiary of Company, the unvested Options will vest in the grantee as per Vesting Schedule.

33. Arbitration

All disputes arising out of or in connection with the REL ESOP 2022 or the Grant shall be referred to for arbitration to a single Arbitrator to be appointed by the Company. The arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be New Delhi, India.

34. Governing Laws:

The REL ESOP 2022 shall be construed in accordance with the laws of India and subject to the jurisdiction of Court in New Delhi, India only.

35. Notices

All notices of communication required to be given by the Company to an Option Grantee by virtue of this Scheme shall be in writing and shall be sent to the address of the Option Grantee available in the records of the Company and any communication to be given by an Option Grantee to the Company in respect of this Scheme shall be sent to the registered office of the Company.

36. Vesting Schedule

The options shall vest as per the vesting schedule as may be decided by the Compensation Committee and mentioned in the grant letter/option agreement to be entered into between the Company and option grantee.