

GREENLAM INDUSTRIES LIMITED (“Greenlam” or “Company”)

GREENLAM EMPLOYEES STOCK OPTION SCHEME, 2023

1. NAME OF THE PLAN

This plan shall be termed as the Greenlam Employees Stock Option Scheme, 2023 (“ESOS 2023” or “Plan”).

2. EFFECTIVE DATE

ESOS 2023 shall be effective on the approval from the shareholders and shall continue to be in force until the date:

- a. on which all of the Options available for issuance under the ESOS 2023 have been Granted and Exercised by the Eligible Employees; or
- b. termination by the Board of Directors of the Company or Committee in accordance with applicable SEBI regulations and other Applicable Laws.

3. PURPOSE OF THE ESOS 2023

Greenlam is at an exciting phase in its growth journey and understands that motivating the key employees is important in achieving its growth potential. It is imperative to link and reward the key employees with Options basis the growth trajectory of Greenlam. This would yield the following benefits:

- a. Foster the entrepreneurial spirit amongst all the employees;
- b. Ensure that key employees work in a collaborative manner for the growth of the company
- c. Make the employees part of the overall growth journey and shift to business owner mindset; and
- d. Create wealth for employees in the long run

4. DEFINITIONS

In the ESOS 2023, all capitalized terms will have the meaning as defined in Schedule A of this Plan.

5. TOTAL QUANTUM OF SHARES UNDER ESOS 2023

- a) The maximum number of Shares that may be issued under ESOS 2023 shall not exceed 0.5% of the total paid up capital of the Company as on January 1, 2023 i.e. 6,34,963 Shares (0.5% of paid up capital of INR 12,69,92,550 consisting of 12,69,92,550 shares of face value INR 1 per Share). The Committee reserves the right to increase or reduce such number of Shares as it deems fit, subject to Applicable Laws.
- b) The Committee shall normally determine the number of Options for an Eligible Employee, within the maximum limits applicable. However, the total number of Options to be Granted to an individual Eligible Employee in aggregate under ESOS 2023, shall be such that Shares to be allotted to such Eligible Employee shall not exceed 0.2% of the paid-up equity share capital of the Company as on January 1, 2023, unless approved by way of a separate resolution in the general meeting of the Company.

6. ADMINISTRATION OF THE ESOS 2023

- a) The ESOS 2023 will be administered by the Committee.
- b) Subject to the provisions of the ESOS 2023 and Applicable Laws, the Committee will award Options, interpret the ESOS 2023 for the purposes of administering the ESOS 2023, and make such other decisions and take such actions as it deems necessary or advisable. The Committee may rely upon the advice and assistance of any professional it deems appropriate in administering the ESOS 2023.
- c) Any decision of the Committee in the administration of the ESOS 2023, as described herein, will lie within its sole and absolute discretion and will be final, conclusive and binding on all parties concerned (including, but not limited to, Eligible Employees or their Beneficiaries).
- d) No Director of Company or member of Committee will be liable for any action or decision taken or made in good faith.

7. ROLE OF THE COMMITTEE

- a) The Committee shall be fully empowered to implement the ESOS 2023 to establish, amend, modify or rescind the clauses of ESOS 2023 or any policy formulated relating to implementation of ESOS 2023, and to make any other decisions which it deems necessary or desirable for the administration of the ESOS 2023 including but not limited to the following:
 - i. identify the Eligible Employees who will participate under the ESOS 2023
 - ii. determine the number of Options to be Granted, whether the Options to be Granted in multiple tranches or in a single tranche, in aggregate, subject to the ceiling specified in this Plan and timing of such Grant of Options to such Eligible Employee;
 - iii. determine the Grant Date, Exercise Period and Exercise Date;
 - iv. determine the terms and conditions including Exercise Price and any modifications thereto;
 - v. determine the terms and conditions, not inconsistent with the terms of the ESOS 2023, of any Option Granted hereunder;
 - vi. determining the Exercise Price, Vesting Period, performance evaluation criteria and performance conditions. It is hereby clarified that in case of impending retirement or superannuation of an Eligible Employee, the Committee may determine the Vesting Period which shall not exceed the date of retirement or superannuation of Eligible Employees;
 - vii. determine the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of any corporate action(s) such as bonus issue, rights issue, stock split, merger, demerger, transfer of undertaking, sale of a division or any such capital or corporate restructuring/action;
 - viii. determine the manner of Grant, Vesting and Exercise of options in case of Eligible Employees who are on long leave;
 - ix. determine the conditions in which Vested Options or Unvested Options may be withdrawn or reduced in accordance with the applicable laws;
 - x. Alter the treatment of the Options held by an Eligible Employee in case of death, disability, attainment of superannuation age, suspension/termination of services in case of any inquiry for a Cause or termination for any other reason, in case deemed necessary by the Committee;
 - xi. to make arrangements for allotment, listing and trading of the Shares on the stock

exchanges issued under the ESOS 2023 on which the Shares of the Company are listed; and

- xii. perform such other functions and duties as shall be required under the Applicable Laws for framing such policies to ensure effective implementation of this Plan as may be required under Applicable Laws.
- b) The Committee may correct any defect or rectify any omission or reconcile any inconsistency in this ESOS 2023 or in any Grant in the manner and to the extent the Committee deems necessary or desirable to carry it into effect in accordance with Applicable Laws.
- c) Any decision of the Committee in the interpretation and administration of the ESOS 2023, as described herein, shall lie within its sole and absolute discretion and shall be final and binding on all parties concerned. No member of the Committee and no officer of the Company shall be liable for anything done or omitted to be done by him, by any other member of the Committee or by any officer of the Company in connection with the performance of duties under this ESOS 2023, except as expressly provided under Applicable Laws.
- d) The Committee shall implement the ESOS 2023 and resolve any issue pertaining thereto keeping in view the purpose of the ESOS 2023 to reward the Eligible Employees while ensuring the creation of value for such Eligible Employees.

8. ELIGIBILITY

- a) For the purposes of ESOS 2023, an “Employee” or the “Employees” as the case may be, means, —
 - i. an employee as designated by the company, who is exclusively working in India or outside India; or
 - ii. a director of the company, whether a whole time director or not, including a non-executive director who is not a promoter or member of the promoter group, but excluding an independent director; or
 - iii. an employee as defined in sub-clauses (i) or (ii), of a group company including subsidiary or its associate company, in India or outside India, or of a holding company of the company, but does not include—
 - a) an employee who is a promoter or a person belonging to the promoter group; or
 - b) a director who, either himself or through his relative or through anybody corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the company;
- b) “Eligible employees” shall mean such Employees as are shortlisted by the Committee for Grant of Options under this ESOS 2023 and shall to the extent, permitted by Applicable Laws any other categories of personnel identified by the Committee, from time to time. It is hereby clarified that such employee should have been in employment of the Company or its subsidiary for at least 2 years prior to Grant of Options.

9. GRANT OF OPTIONS AND ACCEPTANCE OF GRANT

- a) The Committee shall Grant necessary Options to the Eligible Employees in accordance with terms and conditions of the ESOS 2023 for the time being in force. Such Grant shall be communicated by way of a Grant Letter substantially in the form and manner provided in Annexure A (“Grant Letter”) or such other form and manner as may be specified by the Committee from time-to-time.
- b) Each Option, upon Exercise, will entitle the Eligible Employee to 1 (one) Share subject to adjustments if any as per Clause 15 of this Plan.
- c) No amount will be payable by the Eligible Employee at the time of Grant of Options under ESOS 2023.
- d) Grant of an Option under this ESOS 2023 does not entitle an Eligible Employee for options or benefits or rights under any other plan of the Company.
- e) ESOS 2023 shall be a rolling Plan and the Options may be Granted under this Plan over multiple years as may be decided by the Committee subject to the maximum ceiling for the number of Options as set out in Clause 5 of this Plan.
- f) An Eligible Employee who has been Granted Options under this ESOS 2023 and who wishes to accept the Grant, must deliver an Acceptance Form, in the form and manner substantially provided in Annexure B (“Acceptance Form”) or such other form and manner as may be specified by the Committee from time-to-time, to the Company, on or before the Closing Date stated in the Grant Letter.
- g) Any Eligible Employee who has been Granted Options under this ESOS 2023 and who fails to return the Acceptance Form on or before the Closing Date shall unless the Committee determines otherwise, be deemed to have rejected the Grant. Any Acceptance Form received after the Closing Date shall be deemed as invalid.
- h) All Options, which will get lapsed/forfeited shall be available for subsequent Grant under the ESOS 2023 as per the discretion of the Board/Committee in accordance with the provisions of the ESOS 2023. If Options are not exercised by the Eligible Employees within the stipulated time period or if Options are forfeited from the Eligible Employees due to any cause as mentioned in the ESOS 2023, such Options shall lapse and will be added back to the pool of Options which can be used further for granting Options to Eligible Employees in future.

10. VESTING OF OPTIONS

- a) Subject to the terms contained herein, the acceptance of a Grant by an Eligible Employee shall bind such Eligible Employee to terms and conditions of the ESOS 2023.
- b) The Vesting conditions in respect of the Options Granted under the scheme shall be as follows:
 - **Criteria 1** - Achieved minimum rating requirement for the financial year, and
 - **Criteria 2** - Fulfillment of revenue milestone and EBITDA milestone as may be determined by the Committee

Upon commencement of this ESOS 2023, subject to terms and conditions of this ESOS

2023, the Options Granted to Eligible Employees shall Vest as may be decided by the Committee.

- c) The Vesting of the Options would happen over a **period of 4 years** and subject to the above-mentioned conditions, in the following manner:
- a. 20% of the Options would Vest at end of 2 years from date of Grant of Option
 - b. 30% of the Options would Vest at end of 3 years from date of Grant of Option
 - c. 50% of the Options would Vest at end of 4 years from date of Grant of Option

Example - An employee is Granted for 1,000 Options in FY 2023-24 and the date of Grant of Option is July 1, 2023. In this case, the Options will Vest in the Eligible Employee in 3 tranches as follows:

- 200 Options (i.e., 20% of 1,000 Options) would Vest at the end of 2 years from date of Grant of Option (i.e. July 1, 2025) and then Eligible Employee can Exercise those Options;
 - 300 Options (i.e., 30% of 1,000 Options) would Vest at the end of 3 years from date of Grant of Option (i.e. July 1, 2026) and then Eligible Employee can Exercise those Options;
 - 500 Options (i.e., 50% of 1,000 Options) would Vest at the end of 4 years from date of Grant of Option (i.e. July 1, 2027) and then Eligible Employee can Exercise those Options;
- d) The Committee shall have the discretion to change the schedule of Vesting of the Options, in case required, prior to Grant of new Options.
- e) The Eligible Employee shall not have any right to receive any dividend or to vote or any other rights associated with the Shares in respect of Options Granted to him, till the Shares are allotted to the Eligible Employee upon Exercise of the Option.

11. EXERCISE

- a) The Exercise Price shall not be less than face value of Share and shall not exceed market price of the Share of the Company as on date of Grant of Option.
- b) The number of Options Granted to an Eligible Employee and the Exercise Price payable may be different for different Eligible Employees from time to time and will be determined at the time of every Grant of Options by the Committee.
- c) The Vested Options can be Exercised by the Eligible Employee or his beneficiary on payment of Exercise Price, according to the terms and conditions as determined and set forth under the ESOS 2023 and Grant Letter within a maximum period of 1 year from date of Vesting of such Options.
- d) Upon fulfilment of Vesting Conditions as laid down in the Clause 10 of ESOS 2023, the Committee or the Company, as the case may be, shall communicate the same to the Eligible Employee by way of written communication in the form and manner provided in Annexure C ("Communication Letter") or such other form and manner as may be

specified by the Committee from time-to-time.

- e) The Company or the Committee shall undertake necessary formalities to issue such number of Shares in a single tranche or in multiple tranches as may be decided by Committee.
- f) The Shares to be issued by the Company pursuant to Exercise of Options from time to time shall rank pari passu in all respects with the issued Shares of the Company.
- g) Subject to Clause 13, the Eligible Employee or his Beneficiary, as the case may be can exercise the Vested Option.
- h) Exercise may be made by Eligible Employee or his Beneficiary in full or in part or in tranches, provided that no fraction of a Vested Option shall be exercisable in its fractional form.
- i) Exercise of the Options shall be conditional upon execution of such documents as may be required under the Applicable Laws for valid allotment of Shares to the Eligible Employee. The Committee or the Company shall endeavor to take necessary steps and approval for the allotment of Shares and listing thereof on the on the stock exchanges where the Shares of the Company are listed.
- j) The Exercise of an Option shall be deemed to take place only when the Company receives Exercise Letter along with the total amount of Exercise Price for Exercise of Vested Options from the Eligible Employee or his Beneficiary, in the form and manner provided in Annexure D ("Exercise Letter") or such other form and manner as may be specified by the Committee from time-to-time. The payment, if any, shall be made by way of cheque/ demand draft / wire transfer drawn in favour of the Company or such other entity as the Committee may specify from time-to-time.
- k) Pursuant to receipt of Exercise Price and Exercise Letter, the Company shall ensure that such number of Shares for which Exercise is being made by the Eligible Employee or his Beneficiary, shall be allotted by the Company to the Eligible Employees or his Beneficiary in the quarter subsequent to the quarter in which such Exercise Price and Exercise Letter is received by the Committee, subject to the Applicable Laws.
- l) Pursuant to Exercise of Options under ESOS 2023, Shares will be directly issued and allotted by the Company to the Eligible Employee.
- m) Notwithstanding anything else contained in this ESOS 2023, if the Eligible Employee or the Beneficiary, as the case may be, does not Exercise his Vested Options within the time frame specified in the Grant Letter, then the Options Granted to such Eligible Employee shall lapse.
- n) If Options are not exercised by the Eligible Employees within the stipulated time period or if Options are forfeited from the Eligible Employees due to any cause as mentioned in the ESOS 2023, such Options shall lapse and will be added back to the pool of Options which can be used further for granting Options to Eligible Employees in future.

12. RESTRICTIONS ON TRANSFERABILITY

No Option may be sold, given, transferred, assigned, pledged or otherwise hypothecated in any manner, and any attempted transfer in violation of these prohibitions will be void ab initio and not enforceable against the Company or its subsidiaries.

Post Exercise of Options and subsequent allotment of Shares, the Shares are freely transferable by the Eligible Employee and will not be subject to any lock in period. Provided that such Shares shall be subject to restrictions as provided under Securities Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any other applicable laws and regulations.

13. TERMINATION OF EMPLOYMENT

a) On death of Eligible Employee

In the event of death of Eligible Employee while in employment, all the Options Granted to him till such person's death, with effect from the date of his death, shall Vest in the legal heir or nominee of the deceased Eligible Employee.

All the Vested Options shall be permitted to be Exercised by the Beneficiary within 1 (one) year from the date of death of the Eligible Employee, unless otherwise specifically permitted by the Company on a written request regarding the Exercise by the Beneficiary.

b) On disability of Eligible Employee

In the event the termination of Eligible Employee's employment is as a result of his Permanent Incapacity, all the Options Granted to him as on date of such incapacity shall Vest in Eligible Employee on the Termination Date.

All the Vested Options shall be permitted to be Exercised by the Eligible Employee within 1 (one) year from the date of his Permanent Incapacity, unless otherwise specifically permitted by the Company on a written request regarding the Exercise by the Beneficiary (for or on behalf of the Eligible Employee). If the Eligible Employee is not in normal medical condition (due to ailment or any other medical complications) to Exercise his Vested Options, a medical certificate to the said effect shall be produced with the Exercise Letter along with an indemnity letter.

c) Termination with Cause

In case the services of Eligible Employee with the Company is terminated for Cause (i.e. negligence, fraud, professional misconduct, moral turpitude etc), the Options (whether Vested or not) shall lapse on the Termination Date.

If an Eligible Employee is suspended or a show cause notice has been issued to an Eligible Employee or against whom an enquiry is being or has been initiated for any reason whatsoever including but not limited to any Cause, all the Options Granted to such Eligible Employee, may be suspended or kept in abeyance or cancelled at the sole discretion of the Committee. In case of the Grants that have been suspended or kept in abeyance, the same may be acquired by the concerned Employee only after the Committee specifically permits and on such additional terms and conditions, as may be imposed by the Committee in its absolute discretion. It is further provided that in case of such a situation, the Committee may direct that the Vesting and/or Exercise of Options be suspended till the conclusion of the said enquiry / proceedings.

d) Other terminations

In case of cessation of employment of the Eligible Employee for reasons (including cessation by way of superannuation) other than those specified in above:

- I. All the Vested Options as on the Termination Date may be permitted to be Exercised by the Eligible Employee or his Beneficiary (as the case may be) before the expiry of the Exercise Period. Any Vested Option not Exercised within the Exercise Period shall lapse and stand forfeited at the end of the Exercise Period subject to discretion of the Committee.
- II. All the Unvested Options on the Termination Date shall lapse and stand forfeited.

e) Long Leave

Long leave of the Eligible Employee, taken with approval of the human resources (HR) department or relevant department of the Company, shall not have any effect on the ESOS 2023 as applicable to the Eligible Employee, unless otherwise decided by the Committee.

14. NOMINATION

Each Eligible Employee under the ESOS 2023 shall nominate, in the form and manner provided in Annexure E ("Nomination Form") or such other form and manner as may be specified by the Committee from time-to-time, along with the Acceptance Letter, a Beneficiary(ies) to whom any benefit under the ESOS 2023 is to be delivered in case of his death during employment with the Company. Any subsequent nomination shall revoke all prior nominations by the same Eligible Employee, and shall be in a form prescribed by the Company and will be effective only when filed by the Eligible Employee in writing with the Company during the Eligible Employee's employment with the Company or its subsidiaries. In the event of any dispute with regard to nominations, the last nomination provided by the Eligible Employee shall be regarded as final nomination and shall be binding. Upon delivery of the benefits, if any, to such Beneficiary, the Company's liability for delivery of such benefits to any other person/claimant shall stand discharged.

15. CORPORATE ACTION

In the event of any corporate action such as bonus issue, rights issue, stock split, merger, de-merger, transfer of undertaking, sale of a division or any such capital or corporate restructuring, the Committee, subject to the provisions of the ESOS 2023, may adjust the number of Options (Vested as well as Unvested) or the Exercise Price in respect of the Options or both the number of Options and the Exercise Price or the underlying Shares to be allotted, subject to the Applicable laws.

16. METHOD OF VALUATION AND WITHHOLDING TAX

- a) The Company shall comply with the disclosure requirements in relation to the ESOS 2023 as prescribed by applicable laws including but not limited to the Companies Act, 2013, SEBI Regulations and such other guidelines, circulars, clarifications, notifications etc., as may be issued by SEBI and any other appropriate authority from time to time.

- b) The Company shall comply with the requirements of the applicable Indian Accounting Standards regarding accounting of employee benefits under this ESOS 2023.
- c) The Company or its subsidiaries (in case where the Shares are issued to the employees of the subsidiaries) is entitled to deduct the perquisite tax from the salary payable to the Eligible Employees upon Exercise of Options by them in accordance with the provisions of Income-tax Act, 1961 and rules made thereunder or Income tax law of countries in which the subsidiaries are incorporated/situated as the case may be ('Applicable Tax Laws').

Notwithstanding anything elsewhere contained in this ESOS 2023, no Shares will be allotted to the Eligible Employee or his Beneficiary, on Exercise of the Options under this ESOS 2023 unless appropriate taxes as required under the Applicable Tax Laws, are discharged or necessary arrangements have been made by the employee to discharge the income tax liability upon exercise of such Options.

17. REGULATORY APPROVALS & COMPLIANCES (DISCLOSURES)

- a) The implementation of the ESOS 2023, the Grant of any Options under the ESOS 2023 and the issue of any Shares under this ESOS 2023 shall be subject to the procurement by the Company and the Employees of all approvals and permits required by any Governmental Authorities having jurisdiction over the ESOS 2023, the Options and the Shares issued pursuant thereto.
- b) The Employees under this ESOS 2023 will, if requested by the Committee, provide such assurances and representations to the Company, as the Committee may deem necessary or desirable to ensure compliance with all Applicable Laws and accounting requirements.
- c) The inability of the Company to obtain required approval or permissions from any Governmental Authority having jurisdiction, or under any Applicable Laws for the lawful issuance and allotment of any Shares hereunder shall relieve and wholly discharge the Company and all liability in respect of the failure to issue such Shares.
- d) The Company and the Eligible Employees shall make all requisite disclosures regarding this ESOS 2023 and the acquisition of Shares pursuant thereto to the Governmental Authorities as may be mandated under Applicable Laws from time to time.
- e) The Company shall undertake all the applicable compliances and disclosures under Companies Act, 2013, SEBI Regulations and any other law, regulation, circular or notification as may be applicable from time to time.

18. GOVERNING LAW & JURISDICTION

Subject to the foregoing, the ESOS 2023 and any disputes arising out of, in connection with or relating to the ESOS 2023 shall be subject to Laws of India and to the exclusive jurisdiction of courts at New Delhi.

19. DISPUTE RESOLUTION

- a) In the event of a dispute arising out of or in relation to the provisions of the ESOS 2023 (including a dispute relating to the construction or performance thereof), the relevant parties shall attempt in the first instance to resolve such dispute through an amicable settlement.
- b) In case of failure in reaching an amicable settlement, either party may refer the dispute to the sole arbitrator appointed by the Company for arbitration. The arbitration proceeding shall be held in New Delhi and in English language under and in accordance with the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. The award of the sole arbitrator shall be a reasoned award in writing and shall be final and binding. The sole arbitrator shall also decide on the costs of the arbitration proceedings.

20. PLAN SEVERABLE

Any term of the ESOS 2023 that is contrary to the requirement of the SEBI Regulations or any other Applicable Laws shall not apply to the extent it is contrary, but the rest of the ESOS 2023 and terms shall continue to be applicable.

21. NOTICES AND CORRESPONDENCE

- a) Any notice required to be given by Eligible Employee to the Company or any correspondence to be made between Eligible Employee and the Company may be given or made to the Company by electronic mail to the email address set forth below, or by delivering it by hand, mail or courier to the addresses set forth below:

Registered office Address: 203, 2nd Floor, West Wing, Worldmark 1,
Aerocity, IGI Airport, Hospitality District, New Delhi-110037, India

Email: ESOS2023@greenlam.com

- b) Any notice, required to be given by the Company or its subsidiaries to Eligible Employee or any correspondence to be made between the Company or its subsidiaries and Eligible Employee shall be given or made by the Company or its subsidiaries either through the email ID latest available with the Company or its subsidiaries or/and at the address last provided by the Eligible Employee in records maintained by the human resources department of the Company or its subsidiaries.

22. RISK FACTORS

- a) Participation in the ESOS 2023 shall not be construed as any guarantee of return on the equity investment.
- b) Investment in equity and related securities involve a degree of risk and Eligible Employee should not invest any funds in securities unless they can afford to take the risk of losing their investment. For taking a decision to Exercise the Options, the Eligible Employee must rely on their own evaluation of the Company including the risks involved.

23. MISCELLANEOUS PROVISIONS

- a) Unless the Options are Granted to the Eligible Employee, neither the adoption of the ESOS 2023 nor any action of the Board or the Committee or the shareholders of the Company shall be deemed to give any Eligible Employee, any right to claim or be Granted any Option or a right to acquire Shares under the ESOS 2023.

The ESOS 2023 shall not form part of any contract of employment between the Company and an Eligible Employee and the rights and obligations of any Eligible Employee under the terms of his office or employment shall not be affected by his participation in this ESOS 2023 or any right which he may have to participate in it and this ESOS 2023 shall afford such an Eligible Employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason. It is clarified that nothing contained herein or in the Grant Letter shall give or confer upon the Eligible Employee, any right for continuation of any employment with the Company or interfere in any way with the right of the Company to terminate the employment of such Eligible Employee.

- b) The ESOS 2023 shall not confer on any person any legal or equitable rights against the Company or the Committee directly or indirectly or give rise to any cause of action at law or in equity against the Company / Committee.
- c) The Employee shall comply with the provisions of Applicable Laws including but not limited to the 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 as well as any Code of Conduct or such similar policies, procedures or systems formulated or adopted by the Company or the Committee. Any violation of the Applicable Laws or Code of Conduct may result in cancellation of all Vested and Unvested Options as well as subject the Employee to disciplinary action at the discretion of the Company.
- d) The Company shall bear the costs of establishing and administering this ESOS 2023, including any costs of the Company's auditors or any independent financial advisor in relation to the preparation of any confirmation by them or provision of any other service in relation to this ESOS 2023.
- e) The Eligible Employee shall obtain all necessary consents that may be required to enable him to accept the Grant and the Company to issue to him in accordance with the provisions of the ESOS 2023, the Shares due to be allotted upon the exercise of his Vested Options. The Eligible Employee is deemed to have represented to the Company that he has obtained all such consents.
- f) The existence of the ESOS 2023 and the Grants made hereunder shall not in any way affect the right or the power 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 then existing Shares (including Shares underlying the Options) or the rights thereof) or to prevent the Company from taking any corporate action or change its capital structure which is deemed by the Company to be

appropriate or in its best interest.

- g) The acceptance of the Grant is entirely voluntary, and the Company does not guarantee any return on Shares.
- h) If the Company issues bonus Shares or rights Shares, the Eligible Employee shall not be eligible for the bonus or rights Shares in the capacity of a holder of Options, except that the entitlement to the number of Options may be adjusted in terms of Clause 15 of this Plan. Only if the Options are Vested and Exercised and the Eligible Employee is a valid holder of the Shares, the Eligible Employee would be entitled for bonus or rights shares of the Company.

24. AMENDMENT OR TERMINATION OF THE ESOS 2023

- a) Subject to the Applicable Laws, the Board / Committee in its absolute discretion may from time to time amend, alter or terminate the ESOS 2023 or any Grant prior to the Exercise or the terms and conditions thereof, provided that no amendment, alteration or termination in any Option be made, which would impair or prejudice the rights of the Eligible Employees.
- b) Subject to Clause 15 of ESOS 2023, the Board / Committee will not, without the approval of the shareholders and any other regulatory approval as may be required as per applicable law, amend the ESOS 2023 to increase the aggregate number of Shares which may be issued pursuant to the provisions of the ESOS 2023.
- c) Notwithstanding the above, the Board/ Committee may, without any reference to or consent of the Eligible Employee, amend the ESOS 2023 or award or any agreement to comply with any law, regulation or guideline, which is or may hereinafter, become applicable to this ESOS 2023.

25. CONFIDENTIALITY

The Eligible Employee shall not divulge the details of the ESOS 2023 and/ or his holdings to any person except with the prior written permission of the Committee unless so required to do under any statutes or regulations applicable to such Employee.

SCHEDULE A

DEFINITIONS AND CONSTRUCTION

1. Definitions

In this Plan, except where the context otherwise requires, the following expressions or terms shall have the meanings set out below:

- 1.1. **“Acceptance Form”** shall have the meaning ascribed to it in Clause 9 of ESOS 2023.
- 1.2. **“Applicable Laws”** shall mean all applicable laws, bye-laws, statutes, rules, regulations, orders, ordinances, notifications, protocols, treaties, codes, guidelines, policies, notices, directions, writs, injunctions, judgments, awards, decrees or official directive of any court of competent authority or of any competent Governmental Authority or person acting under the authority of any court of competent authority or of any competent Governmental Authority of the Republic of India, as amended and modified from time to time, and includes regulations, rules, guidelines issued by the Securities and Exchange Board of India including but not limited to companies Act, 2013 and SEBI (Share based Employee Benefits) regulations 2021.
- 1.3. **“Beneficiary(ies)”** shall mean the person or persons nominated by the Eligible Employee or in the absence of any nomination by the Eligible Employee, a person or persons who is/ are entitled by the will of the Eligible Employee to receive the benefits specified in the Plan, the legal heirs of the Eligible Employee, if the Eligible Employee dies intestate and includes his executors or administrator, if no other beneficiary is designated and able to act under the circumstances and such other persons as may be added from time to time to the class of beneficiaries by notice in writing and by the nomination form in the exercise of any powers conferred under the Plan or any other agreements forming part thereof.
- 1.4. **“Board”** means the board of directors of the Company or any committee thereof, including the Committee.
- 1.5. **“Cause”** shall mean negligence, fraud, professional misconduct, breach of trust, moral turpitude, committing or abetting any illegal activity, violating any Company policy or policies of its subsidiaries or terms of employment or any other applicable code of conduct, absence for a substantial period of time without any valid reason or authority, or any other actions or circumstances of similar nature as may be decided by the Committee in its absolute discretion.
- 1.6. **“Closing Date”** shall mean the last date on which the Eligible Employee is required to convey his acceptance of the Grant as defined in the Grant Letter.
- 1.7. **“Committee”** or **“Compensation Committee”** shall mean the Nomination & Remuneration Committee of the Board as provided under Section 178 of the Companies Act, 2013, as amended or modified from time to time for the purpose of regulating and implementing this Plan.
- 1.8. **“Communication Letter”** shall have the meaning ascribed to it in Clause 11 of ESOS 2023.

- 1.9. **“Company”** shall mean Greenlam Industries Limited, a company limited by shares, incorporated under the Companies Act, 1956 having its registered office at 203, 2nd Floor, West Wing, Worldmark 1, Aerocity, IGI Airport, Hospitality District, New Delhi South West Delhi DL 110037.
- 1.10. **“Companies Act”** means The Companies Act, 2013 and includes any statutory modifications or re-enactments thereof or any other statutes that substitutes/ replaces the Companies Act, 2013 and rules made thereunder.
- 1.11. **“Effective Date”** shall have the meaning ascribed to it in Clause 2 of ESOS 2023.
- 1.12. **“Employee(s)”** and **“Eligible Employee(s)”** shall have the meaning ascribed to it in Clause 8 of ESOS 2023.
- 1.13. **“ESOS 2023”** shall have the meaning ascribed to it in Clause 1 of ESOS 2023.
- 1.14. **“Exercise”** shall mean making of an application by the Eligible Employee to the Company for issue of Shares against the Vested Options in such Eligible Employee and payment of the Exercise Price, in accordance with Clause 11 of ESOS 2023.
- 1.15. **“Exercise Date”** shall mean the date on which the Eligible Employee exercises his Vested Options and in case of partial exercise, means each date on which the Eligible Employee Exercise part of his Vested Options.
- 1.16. **“Exercise Letter”** shall have the meaning ascribed to it in Clause 11 of ESOS 2023.
- 1.17. **“Exercise Period”** shall mean period provided in Clause 11 of ESOS 2023 within which the Eligible Employee or his Beneficiary shall Exercise his right to apply for Shares against the Vested Options.
- 1.18. **“Exercise Price”** shall have the meaning ascribed to it in Clause 11 of ESOS 2023 .
- 1.19. **“Financial Year”** shall mean the financial year of the Company;
- 1.20. **“Governmental Authority (ies)”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law-making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.
- 1.21. **“Grant”** shall mean the grant of Options to an Eligible Employee pursuant to this Plan which such Eligible Employee is entitled to seek allotment, upon payment of the Exercise Price, and other terms and conditions herein. The term **“Granted”** shall be construed accordingly.
- 1.22. **“Grant Date”** shall mean the date of the Grant of Options to an Eligible Employee pursuant to the plan during the subsistence of the said plan, which such Eligible Employee is entitled to seek allotment thereof, upon payment of the Exercise Price, and other terms and conditions herein.
- 1.23. **“Grant Letter”** shall mean the letter by which Grant is communicated to the Eligible Employee under Clause 9 of ESOS 2023.

- 1.24. **“Option(s)”** shall mean a right, but not an obligation Granted to the Eligible Employee pursuant to this Plan to obtain Shares of the Company at the Exercise Price subject to terms and conditions of the Plan.
- 1.25. **“Permanent Incapacity”** shall mean any disability of whatsoever nature be it physical, mental or otherwise, which incapacitates or prevents or handicaps an Eligible Employee from performing any specific job, work or task which the said Eligible Employee was capable of performing immediately before such disablement, as determined by the Committee based on a certificate of a medical expert identified by the Committee.
- 1.26. **“Promoter(s)”** shall have the meaning ascribed to it under the SEBI Regulations.
- 1.27. **“Promoter Group”** shall have the meaning ascribed to it under the SEBI Regulations.
- 1.28. **“Relative(s)”** shall mean the same ascribed to it under the Companies Act, 2013.
- 1.29. **“SEBI”** shall mean Securities Exchange Board of India.
- 1.30. **“SEBI Regulations”** shall mean SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended or re-enacted from time to time.
- 1.31. **“Share(s)”** shall mean an equity share of the Company having a face value of Rs. 1 (Rupee One).
- 1.32. **“Stock Option”** shall mean Options Granted to an Eligible Employee which will Vest as per the discretion of Committee.
- 1.33. **“Termination Date”** shall mean the date of cessation of employment of the Eligible Employee with the Company for any reason whatsoever, including death, superannuation, Permanent Incapacity, etc.
- 1.34. **“Unvested Option(s)”** shall mean an Option, which is not a Vested Option.
- 1.35. **“Vested Option(s)”** shall mean an Option, which has been Vested in the Eligible Employee as per Clause 10 and has thereby become Exercisable.
- 1.36. **“Vest” or “Vesting”** shall mean the process by which the Eligible Employee is given the right to apply for Shares against the Option Granted to him in pursuance of the Plan.
- 1.37. **“Vesting Date”** means the date on which the respective Options will Vest in the Eligible Employee.

2. Construction

Unless the context otherwise requires:

- 2.1. The headings/ sub-headings/ titles/ sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the Clauses, which shall be interpreted solely in light of the contents thereof.

- 2.2. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- 2.3. Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form.
- 2.4. The term 'including' shall mean 'including without limitation', unless otherwise specified.
- 2.5. Words denoting the masculine gender shall include the feminine gender and words denoting the singular shall include the plural and vice versa.
- 2.6. All references in this Plan to statutory provisions shall be construed as meaning and including references to:
 - (a) any statutory modification, consolidation or re-enactment made after the date of this Plan and for the time being in force;
 - (b) all statutory instruments or orders made pursuant to a statutory provision; and
 - (c) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
3. The terms not defined in this Plan shall have the meanings as defined in the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Companies Act, 2013, the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or the SEBI Regulations, or in any statutory modifications or re-enactments thereof, as the case may be.

Annexure – A

GRANT LETTER

Date:

From

Nomination, Remuneration & Compensation Committee

To

Name of the Employee:

Employee Grade/Code:

Dear Mr./Ms. _____

Greenlam Industries Limited (“**Company**”) is currently at an exciting phase and endeavors to achieve sustained and planned growth. Also, the Company is desirous of onboarding a new growth trajectory. We believe that our businesses have a bright future, and the efforts of employees will play a key role in helping the company realize this potential. At this time, we would like to extend a token of our appreciation and gratitude for your valued contribution in building the Company and taking the Company to the next level of its journey.

We are happy to inform you that you have been selected to be covered under ESOS 2023. The Plan is enclosed herewith. You are requested to study the same carefully and familiarize yourself with the terms and conditions.

Accordingly, by this Grant Letter, we are pleased to offer you [*insert number of options*] Stock Options by virtue of which you will be eligible to Exercise equivalent number of Shares of the Company, subject to the terms and conditions of the Plan. The details of the grant of Options are as follows:

(a) Employee Stock Options

Number of Employee Stock Options	[•]
Vesting Schedule	
Exercise Price per Option	
Exercise Period	

This Grant Letter is as per the terms and conditions given in ESOS 2023 and is strictly confidential.

The offer is valid till [.....] (“Closing Date”) and shall lapse if not expressly accepted before the close of the day mentioned. If the offer is acceptable to you, kindly sign the **Acceptance Letter** in token of your acceptance. The Acceptance Form is annexed as Annexure B to the Plan. Kindly note that you will be required to have an operational dematerialized account at the time of Exercise of your Options and in the event you do not have an existing dematerialized account, we request you to kindly open and maintain the same as on the Exercise Date.

We look forward to working with you under a long-term partnership to build a stronger and more profitable Company in future.

All capitalized terms used herein shall have the same meaning as provided in ESOS 2023

Yours sincerely,

For Nomination, Remuneration & Compensation Committee

[Authorised Signatory]

ANNEXURE – B

ACCEPTANCE FORM

Date:

To

The Members,
Nomination, Remuneration & Compensation Committee

Kind attention: Mr./Ms. *[insert name of the person to whom the communication should be sent]*

Dear Sir/ Ma'am,

This is in reference to the Grant Letter dated [.....] offering me [.....] Employee Stock Options ESOS 2023. I hereby accept the Grant made to me by the Grant Letter under the ESOS 2023.

I have received a copy of ESOS 2023 and have had an opportunity to review and understand the content thereof. I undertake to be bound by the terms and conditions of ESOS 2023.

I undertake that at the time of Exercise, I will have an operational dematerialized account, details of which will be forwarded to the Company along with the Exercise Letter. I further agree to submit to all decisions of the Committee as may be taken from time to time and confirm that all such decisions pertaining to my Options shall be binding on me.

I declare and agree that I will comply with the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the policy adopted by the Company in accordance thereto. I, hereby, by way of Nomination Form, nominate the persons specified therein to act as my nominee in accordance with the Plan.

All capitalized terms used herein shall have the same meaning as provided in ESOS 2023.

Yours faithfully

Signature

(Name of Employee: _____)

(Designation of the Employee: _____)

(Employee Code: _____)

ANNEXURE - C

COMMUNICATION LETTER

Date:

From: Nomination, Remuneration & Compensation Committee

To

Name of the Employee:

Employee Grade/Code:

Dear Mr./Ms. _____

Thanks for showing your patronage with your Company (Greenlam Industries Limited ("Company")). With your valuable contribution in the growth journey of the Company, Company achieved its desired milestone of its financial performance for FYXXX.

We are happy to inform you that you have attained _____rating for the FYXXX based on your performance and contribution during the said period. Accordingly, upon fulfilment of such Vesting conditions, you are eligible for Exercise of first tranche of ___ Options (No. of Options) as per your Grant Letter dated _____. Request you to complete the necessary formalities in relation to the Exercise of Options in accordance with ESOS 2023.

All capitalized terms used herein shall have the same meaning as provided in ESOS 2023.

Yours faithfully

For Nomination, Remuneration & Compensation Committee

[Authorised Signatory]

ANNEXURE – D

EXERCISE LETTER

Date:

To

The Members,

Nomination, Remuneration & Compensation Committee

Kind Attn.: [*insert name of the person to whom the communication should be sent*]

Dear Sir,

This is with reference to the Communication Letter dated [.....] for Exercise of [.....] Stock Options as per the Grant Letter dated [.....] issued under the ESOS 2023 Plan.

I hereby wish to Exercise my right to exercise_<<number of Options>>___ Options of the Company against the said Options Vested to me. In this regard, I also attach herewith a cheque/demand draft of INR _____ dated_____ issued by _____ in favour of Greenlam Industries Limited.

I understand and acknowledge that until the allotment of the Shares (as evidenced by the appropriate entry on the books of the Company or the records maintained by the depository /Registrar and Share transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Options, notwithstanding the Exercise of the Option.

I understand that I may suffer tax consequences as a result of exercise of Option or subsequent disposition of the Shares. I represent that I have consulted / will consult with any tax consultants of my choice in connection with the exercise of option or disposition of the Shares and that I am not relying on the Company for any tax advice.

Requisite details for the said allotment of Shares are provided in Annexure to this Exercise Letter.

All capitalized terms used herein shall have the same meaning as provided in ESOS 2023.

Yours sincerely,

Signature

(Name of Employee: _____)

(Designation of the Employee:_____)

(Employee Code: _____)

Copy to: Greenlam Industries Limited

ANNEXURE TO LETTER OF EXERCISE (ESOS 2023)

Name of Employee			
Employee ID		Location	
IT PAN/GIR No. & Circle/Ward			
Address			
Demat Account Details DP ID _____ Client ID (Account No.) _____ Depository Participant (DP)'s :- Name: _____ Address : _____			
Demand Draft/ Remittance Details: Demand Draft of INR _____ dated _____ issued by _____ in favour of <u>Greenlam Industries Limited</u> . Or If NEFT/IMPS/RTGS: Remittance Ref. No: _____ Date: _____ Bank Details _____			

Dated:

Instructions: Please write the names exactly in the same manner as provided in the Demat Account.

ANNEXURE - E

NOMINATION FORM

Date:

To,

The Members,
Nomination, Remuneration & Compensation Committee,
New Delhi.

Kind Attn: *[insert name of the person to whom the communication should be sent]*

Dear Madam/Sir,

In respect of the Options to be exercised by me under the ESOS 2023, I hereby wish to appoint following mentioned person as my nominee in accordance with the Plan. The details of the nomination are as follows:

Name of Employee in Full:

NOMINEE DETAILS

Name in Full	
Relationship with Employee	
Address	
Age	
Guardian Name (if Minor)	
Relationship with Nominee	
Address	

Yours faithfully,

	Signature	Place	Date
Name of Employee			
Name of Nominee/ Guardian			