

THE RAMCO CEMENTS LIMITED
EMPLOYEE STOCK OPTION SCHEME – PLAN B

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1. Name, Objective and Term of the Plan

This Plan shall be called the "Employee Stock Option Scheme - Plan B ("ESOS 2018 - Plan B" or "Plan").

The purpose of this plan is to facilitate Eligible Persons (Employee with Long Service and Contributed to the growth of the Company) through ownership of Shares of the Company to participate and gain from the Company's performance, thereby acting as a suitable reward. Participation in the ownership of the Company, through share based compensation schemes will be a just reward for the employees for their continuous hard work, dedication and support, which has led the Company to be what it is today. The Plan is intended to:

- Create a sense of ownership within the organization;
- Encourage Employees to continue contributing to the success and growth of the organization;
- Retain and motivate Employees;
- Encourage Eligible Persons to align their performance with Company objectives;
- Reward Eligible Persons with ownership in proportion to their contribution;
- Align interest of Eligible Persons with those of the organization.

The ESOS 2018 - Plan B shall be established after receiving approval from the Shareholders' by way of special resolution in the Company's General Meeting scheduled to be held on August 3, 2018 and shall continue to be in force until:

- The Board of Directors and/or the Nomination and Remuneration Committee (as defined hereunder), subject to Applicable Laws, terminates the Plan; or
- All Options granted under the Plan have been Exercised and/or have expired by reasons of lapse of time or otherwise and the Nomination and Remuneration Committee does not intend to re-issue lapsed Options; or
- Any event, including the occurrence of a Corporate Action, pursuant to which the Company is to lose its existence, specifically being the effective date of any court/NCLT/IBBI/competent authority sanctioned scheme or the date on which a winding up order is passed against the Company.

2. Definitions

In this Plan, unless the context clearly indicates a contrary intention, the following words or expressions shall have the meaning assigned herein:

i.	"Accounting Guidelines" means Indian Accounting Standard (Ind AS) 102 on Share based Payment notified under section 133 of the Companies Act, 2013 and/ or any relevant Accounting Standard(s) or guidance note(s) prescribed or as may be prescribed or recommended by the Institute of Chartered Accountants of India, National Financial
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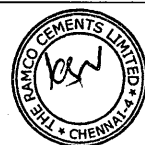
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	Reporting Authority or any other authority from time to time, as applicable to the Company for financial reporting in connection with transactions in the Employee Stock Options undertaken under the Plan in terms of SEBI (SBEB) Regulations.
ii.	"Applicable Laws" include all the statutory or regulatory guidelines as are in force and having force of law and which are or may be applicable to the Company, to the issue of Shares and/or to this Plan.
iii.	"Board" means the Board of Directors of the Company.
iv.	"Cause" shall mean to include the following: (a) the failure of the Employee(s) to achieve assigned performance targets and objectives, (other than any such failure resulting from retirement, death or disability); or (b) engagement of the Employee(s) in willful, reckless or grossly negligent misconduct which is determined by the Board or the Nomination and Remuneration Committee to be detrimental to the interest, reputation, etc. of the Company or any of its affiliates; or (c) circumstances where the Employee(s) is found guilty of or convicted for felony, fraud, moral turpitude, breach of trust or wrongful disclosure of any secret or confidential information; or (d) employment or provision of services of the Employee(s) in any other organization; or (e) breach of terms and conditions of employment and/ or of the Plan by the Employee.
v.	"Change in Capital Structure" means any change in the capital structure of the Company as a result of re-classification of shares, consolidation or sub-division of shares, conversion of shares into other shares or securities and/ or any other change in the rights or obligations in respect of the shares of the Company.
vi.	"Companies Act" means the Companies Act, 2013 read with rules issued thereunder from time to time and includes any statutory modifications or re-enactments thereof.
vii.	"Company" means "The Ramco Cements Limited", a Company incorporated on July 03, 1957, under the provisions of Indian Companies Act, 1956, having Corporate Identity Number - L26941TN1957PLC003566 and having its registered office located at "RAMAMANDIRAM", Virudhunagar Dist Rajapalayam, Tamil Nadu 626117, India.
viii.	"Corporate Actions" means actions/ events by or in relation to the Company, such as issue of bonus or rights shares, merger, de-merger, spin-off, consolidation, amalgamation, sale of business (except to a subsidiary) or other reorganization or restructuring of the Company in which all the Shares are converted into or exchanged for other securities, cash or property, or adoption of a scheme of liquidation, dissolution or winding up, change in structure or business model or any other event which in opinion of the Board has a material impact on the business of the Company.
ix.	"Director" means a member of the Board of the Company.
x.	"Eligible Person" means an Employee who qualifies for issue of Options under this Plan and who fulfills the conditions as decided by the Nomination and Remuneration Committee

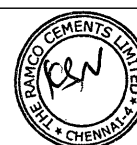


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	at its sole discretion, and will include new employees joining the Company, but does not include an employee who is a Promoter or belongs to the Promoter Group and such other persons as mentioned in Clause 2(xii) herein below.
xi.	"Eligibility Criteria" means the criteria as may be determined from time to time by the Nomination and Remuneration Committee for granting the ESOP to the Employees.
xii.	<p>"Employee" means:</p> <ol style="list-style-type: none"> 1. A permanent employee of the Company, who has been, working in India or out of India; 2. The Directors of the Company whether whole-time or not but excluding Independent Directors; <p>It excludes:</p> <ol style="list-style-type: none"> 1. An employee who is a promoter or a person belonging to the promoter group; or 2. A director who either himself or through his relative or through anybody corporate, directly or indirectly, holds more than 10% of the outstanding equity shares of the Company.
xiii.	"Exercise" means making a written application by the Option Grantee(s) to the Company for issuance of Shares against Option(s) vested in him/her in pursuance of the Plan and paying the Exercise Price for such Option(s) and applicable taxes, if any, in accordance with this Plan and the Letter of Grant.
xiv.	"Exercise Date" means the date on which Option Grantee(s) elects to Exercise the Options granted to him/her.
xv.	"Exercise Period" shall mean such time period after Vesting within which the Employee should Exercise the Vested Options in pursuance of the ESOS 2018 - Plan B, which shall be on or before 31st December of the immediately succeeding Financial Year.
xvi.	"Exercise Price" means the price payable by an Employee in order to exercise the Options granted in pursuance of the ESOS 2018 - Plan B.
xvii.	"Grant" means issue of Options to the Eligible Persons under the ESOS 2018 - Plan B.
xviii.	"Grant Date" means date on which the Nomination and Remuneration Committee approves the Grant.
xix.	"Grant Letter" means the letter issued to an Eligible Person granting Options and containing other specific details such as the number of Options granted, Vesting Period, Exercise Period, etc.
xx.	"Independent Director" means a Director within the meaning of Section 149(6) of the Companies Act read with Regulation 16(1)(b) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
xxi.	"Misconduct" means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the offer or terms of employment amounting to violation or breach of terms of employment as determined by the Committee after giving the Employee an opportunity of being heard:



	<ul style="list-style-type: none"> • committing any act that may warrant a summary termination under Applicable Laws; or • conduct which in the reasonable opinion of the Nomination and Remuneration Committee amounts to a serious breach by an Option Grantee of the obligation of trust and confidence to his employer; or • a finding by the Nomination and Remuneration Committee that an Employee has committed any material or consistent breach of any of the terms or conditions of Employee service agreement including any willful neglect of or refusal to carry out any of his duties or to comply with any instruction given to him by the Committee; or • being convicted of any criminal offence; or • being disqualified from holding office in the Company or any other company under any legislation or being disqualified or disbarred from membership of, or being subject to any serious disciplinary action by, any regulatory body within the industry, which undermines the confidence of the Committee in the individual's continued employment; or • having acted or attempted to act in any way which in the opinion of the Committee has brought or could bring the Company or any other Group member into disrepute or discredit; or • breach or violation of any Company policies/ terms of employment; and • Any other not included above but defined as misconduct in the Company's rules or Employee handbook and / or employment agreement and/or appointment letter.
xxii.	<p>"Nomination and Remuneration Committee" means the Nomination and Remuneration Committee of the Company, as constituted or re-constituted by the Board from time to time, which shall be deemed to be the Compensation Committee for the purpose of administration and supervision of the ESOS 2018 - Plan B and other employee benefit plan/schemes, if any, of the Company within the meaning of Regulation 5 of the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014.</p>
xxiii.	<p>"Option" means the option granted to an Employee, which gives such Employee the right, but not an obligation, to purchase at a future date the Shares of the Company underlying the option at a pre-determined price.</p>
xxiv.	<p>"Option Grantee" means the holder of an outstanding Option granted pursuant to this Plan.</p>
xxv.	<p>"Permanent Total Disablement" shall have the meaning assigned to such term in Employee's Compensation Act, 1923, as amended from time to time.</p>
xxvii	<p>"Promoters" have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended.</p>
xxix.	<p>"Promoter Group" has the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended.</p> <p>Provided that where the Promoter or Promoter Group of the Company is a body corporate, the promoters of that body corporate shall also be deemed to be Promoters of the Company.</p>
xxx.	<p>"Retirement" means retirement as per the extant policies of the Company.</p>



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xxxi.	"SEBI (SBEB) Regulations" means the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, as amended and includes all regulations, circulars, directions and/or clarifications issued thereunder.
xxxii	"Share" means an equity share of the Company of face value of Rs.1/- (Rupee One) each fully paid-up and includes equity shares arising out of the Exercise of ESOPs granted under ESOS 2018 - Plan B.
xxxiii.	"Shareholder" means any person holding Shares of the Company.
xxxiv.	"Unvested Options" shall mean Options which have not been Vested to the Option Grantee.
xxxv.	"Vesting" means conferring of the right to subscribe to Shares of the Company by an Option Grantee, in pursuance of the ESOS 2018 - Plan B and the terms Vest, Vesting and Vested shall be construed accordingly.
xxxvi.	"Vesting Period" means the length of time from when an Option Grantee is granted Option(s) till such time when he/she is able to exercise such Option(s) in full or part. Such period shall not be less than 1 (One) year from the Grant date.

3. Interpretation

In this ESOS 2018 - Plan B, unless the context requires otherwise:

- The clause headings are for ease of reference only and shall not be relevant to interpretation;
- a reference to a clause number is a reference to its sub-clauses;
- words in singular/ singular number include the plural and vice versa;
- words importing a gender include any other gender;
- a reference to a schedule includes a reference to any part of that schedule which is incorporated by reference;
- any reference to including and include shall be construed to mean "including without limitation" and "include without limitation" respectively;
- any reference to INR or Indian Rupees means lawful currency of India;
- any reference to time shall mean local time in the relevant jurisdiction, unless stated otherwise;
- any references to "month" shall, unless a contrary intention appears, mean a continuous period of thirty (30) days from (and excluding) the date of the event where applicable; else a calendar month and "year" shall, unless a contrary intention appears, mean a continuous period of twelve (12) months from (and excluding) the date of the event where applicable, else a continuous period of twelve (12) calendar months

Words and expressions used and not defined here but defined in the SEBI (SBEB) Regulations, Securities and Exchange Board of India Act, 1992 (15 of 1992), the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Companies Act, 2013 and any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation, as the context requires.



4. Authority and Ceiling

- 4.1 The shareholders of the Company, pursuant to a special resolution dated 3rd August 2018 have authorized the Company to issue to the Employees, such number of ESOPs under ESOS 2018 - Plan B at such Exercise Price or Prices, in one or more tranches and on such terms and conditions, as may be determined by the Nomination and Remuneration Committee in accordance with the provisions of this Plan, SEBI (SBEB) Regulations and in due compliance with other Applicable Laws. The ESOPs to be granted from time to time and in aggregate shall be subject to availability of Shares reserved vide the aforesaid special resolution. The aggregate number of Shares to be issued upon Exercise of ESOPs under the Plan shall not exceed 700,000 (Seven Lakh) Shares ("ESOP Pool") of face value of Rs.1/- (Rupee One) each fully paid up, of the Company.
- 4.2 If an ESOP expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the ESOP Pool as mentioned above and shall become available for future Grants, subject to compliance with all Applicable Laws.
- 4.3 Where Shares are issued consequent upon exercise of ESOPs under the ESOS 2018 - Plan B, the maximum number of Shares that can be issued under the ESOS 2018 - Plan B as referred to in Sub-clause 4.1 above will stand reduced to the extent of such Shares issued.

5. Administration of ESOS 2018 - Plan B

- 5.1 The ESOS 2018 - Plan B shall be administered by the Nomination and Remuneration Committee. Any issues relating to the interpretation of the ESOS 2018 - Plan B shall be determined by the Nomination and Remuneration Committee and such determination shall be final and binding upon all persons having an interest in the ESOS 2018 - Plan B or in any Option issued thereunder.
- 5.2 Subject to the provisions of the Plan and subject to the approval of any relevant authorities, the Nomination and Remuneration Committee shall have the authority at its sole discretion to:
- Formalize the eligibility criteria and appraisal process of the Eligible Person(s) to participate in the ESOS 2018 - Plan B;
 - Identification of the Employee(s) to whom Options shall be granted from time to time, as per the provisions of the ESOS 2018 - Plan B;
 - The quantum of Options to be granted under the Plan to any specific Employee, which shall not exceed 100,000 (One Lakh) in any financial year and shall not exceed 200,000 (Two) Lakh in aggregate;
 - The time at which the Options are to be Granted and the number of tranches in which the Options are to be Granted to each Employee;
 - The terms and conditions subject to which the Options Granted would Vest to the Option Grantee(s);



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- f) The method to be used for valuation for the Options and the procedure for making a fair and reasonable adjustment to the number of Options and to the Exercise Price in case of Change in Capital Structure and/ or Corporate Actions;
- g) The procedure and terms for the Grant, Vesting and Exercise of Options and/ or lapse thereof in case of Option Grantee(s), who are on long leave;
- h) Re-grant the Vested Options which have lapsed due to non-exercise and/ or unvested Options which are cancelled due to resignation/ termination of the Employee(s) or otherwise, which shall be available for future grants.
- i) Obtain requisite permissions from regulatory authorities, as may be required, and ensure compliance with Applicable Laws from time to time with respect to this Plan;
- j) Exercise such other powers as may be necessary in connection with the implementation or administration of this Plan including modalities specified under Applicable Laws.

6. Eligibility and Applicability

6.1 The Permanent Employees of the Company who have put in in 2 years of service are entitled to participate in ESOS 2018 — PLAN B. Following persons are not eligible:

1. An employee who is a promoter or a person belonging to the promoter group; or
2. A director who either himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% of the outstanding equity shares of the company.
3. An Independent Director within the meaning of the Companies Act, 2013

6.2 The ESOPs granted to an Employee shall be subject to the terms and conditions set forth in this Plan.

6.3 The appraisal process for determining the Employees to whom the Option shall be granted/offered will be specified by the Nomination and Remuneration Committee, and will be based on designation, period of service, band, performance linked parameters such as work performance and such other criteria as may be determined by the Nomination and Remuneration Committee at its sole discretion, from time to time.

7. Grant and Acceptance of Grant

7.1 Options shall be granted to the Eligible Person(s) by issue of a Letter of Grant. The Letter of Grant will be issued by a person, authorized by the Nomination and Remuneration Committee to do so for this specific purpose. The Letter of Grant shall contain such details with respect to the ESOS 2018 - Plan B and Options Granted which may include the number of Options Granted, Grant Date, Vesting Date, Vesting Criteria, Exercise Period, Exercise Price, formalities to be fulfilled, etc. and such other terms and conditions with respect to the acceptance of the Letter of Grant and Exercise of the Options.



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- 7.2 Such an Option Granted to an Eligible Person(s) shall entitle him to 1 (One) fully paid Equity Share of the Company.
- 7.3 An Employee to whom Option(s) are granted shall communicate his acceptance of such Grant within 15 (Fifteen) days from the date of the Letter of Grant, in the form and manner prescribed. If such acceptance is not made within the time period mentioned herein, the offer under the Letter of Grant shall lapse.
- The Company shall take approval of shareholders by way of separate resolution in the general meeting shall be obtained by the Company in case of Grant of Option to identified Employees (per employee or in aggregate), during any one year, equals to or exceeds 1% of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of grant of option;

8. Vesting of Options

- 8.1 ESOPs granted under the ESOS 2018 - Plan B shall Vest after a minimum period of One (1) year and a maximum period of Five (5) years from the date of Grant of such Options.
- 8.2 Vesting of Options may happen in one or more tranches. The Vesting conditions subject to which Vesting would take place shall be outlined in the Letter of Grant given to the Option Grantee at the time of Grant of such Options.
- 8.3 The Options granted shall vest so long as an employee continues to be in the employment of the Company.
- 8.4 The Nomination and Remuneration Committee may, at its discretion, lay down certain performance metrics on the achievement of which such Options would vest, the detailed terms and conditions relating to such vesting, and the proportion in which options granted would vest, subject however, to Clause 8.1 above.
- 8.5 The Vesting dates in respect of the Options granted under the Scheme may vary from employee to employee or any class thereof and/or in respect of the number or percentage of Options granted to an Employee.

9. Exercise Price

- 9.1 The consideration payable by an Option Grantee for exercising an individual Option would be the Exercise Price, which shall be as mentioned in the Letter of Grant. Such Exercise Price shall be equal to Rs. 100 (Rupees Hundred) per Option or any other price as may be decided by the Nomination and Remuneration Committee. However, it shall not be less than Face Value and not more than the Market Value of the Equity Share of the Company at the time of Grant of the Option(s).



9.2 No amount towards payment of the Exercise Price shall be paid by the Option Grantee at the time of Grant. The Exercise Price and the method of payment shall be determined by the Nomination and Remuneration Committee at the time of Grant, and shall be communicated to the Option Grantee(s) individually in the Letter of Grant.

9.3 Any Option Grantee may, subject to Clause 10, Exercise the Vested Options, at any time, in accordance with the Plan and the Letter of Grant, by making an application to the Company expressing his/ her desire to exercise such Options in such manner and in such format, as may be prescribed by the Nomination and the Remuneration Committee from time to time. The Options will be exercisable in part or whole, subject to Applicable Laws and regulations.

9.4 On Exercise of the Options, the Option Grantee shall forthwith pay to the Company the price which includes the Exercise Price and applicable taxes. The Options shall lapse if not exercised within the stipulated exercise period.

10. Exercise of Options

10.1 While in Employment/ Service

The Option vested during the financial year can be exercised by the Employee on or before 31st December of the immediately succeeding financial year.

10.2 In case of separation from Employment/ Service

Various scenarios of Exercise Period of Vested and Unvested ESOPs of the Option Grantee in case of separation from Employment/ Service are outlined herein under:

Sr. No.	Particulars	Vested ESOPs	Unvested ESOPs
1	Resignation/ Termination (other than due to misconduct or breach of terms of employment)	All the Vested ESOPs as on the date of submission of resignation or termination shall be exercised by Option Grantees on or before last working day in the Company or before the expiry of the Exercise Period, whichever is earlier.	All the Unvested ESOPs as on the date of submission of resignation or termination shall stand cancelled from that date
2	Termination due to misconduct or due to breach of terms of employment	All the Vested unexercised ESOPs shall stand cancelled with effect from the date of such termination or as decided by the Nomination and Remuneration Committee.	All the Unvested ESOPs shall stand cancelled with effect from the date of such termination.



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3	Retirement/ Early Retirement approved by the Company	All the Vested ESOPs as on date of retirement shall be exercised by the Option Grantee within 90 days from the date of vesting.	All Unvested Options shall vest immediately on the last date of working or 1 (one) year, whichever is later and may be exercised by the Option Grantee within 90 days from the date of vesting.
4	Death	All Vested ESOPs may be exercised by the nominee/ legal heir(s) of the Option Grantee immediately after the date of the death of the Option Grantee, but in no event later than 90 days from the date of vesting.	All Unvested ESOPs as on the date of death of the Option Grantee shall be deemed to be vested immediately, subject to the minimum period of 1 (one) year, and may be exercised by the nominee/ legal heir(s) of Option Grantee within 90 days from the date of vesting.
5	Termination due to Permanent Total Disablement	All Vested ESOPs as on the date of incurring such disability may be exercised by the Option Grantee immediately after the date of Termination of the Option Grantee(s), but in no event later than 90 days from the date of vesting.	All Unvested as on the date of incurring such disability shall be deemed to be vested immediately, subject to the minimum period of 1 (one) year, and may be exercised by the Option Grantee within 90 days from the date of vesting.
6	Abandonment	All Vested ESOPs shall stand cancelled	All Unvested ESOPs shall stand cancelled
7	Separation due to any other reason not mentioned hereinabove	The Nomination and Remuneration Committee shall have rights to decide the treatment of Vested Options	The Nomination and Remuneration Committee shall have rights to decide the treatment of Unvested Options

11. Issue of Shares

11.1 The scheme contemplates fresh issue of shares by the Company. All the Shares issued to the Option Grantee(s) on Exercise of Options will rank pari-passu with all existing Shares of the Company. The Shares shall not be issued pursuant to the Exercise of an Option unless the Exercise of such Option and the issuance of such Shares shall comply with Applicable Laws.

11.2 The rights granted to the Employee(s) under the ESOS 2018 - Plan B shall not entitle the Employee(s) to exercise any right or additional right to claim compensation and/ or damages as a consequence of loss or termination of his office or employment with the Company for any reason whatsoever (whether or not termination of employment of such Employee is ultimately held to be wrongful or unfair).



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- 11.3 The Grant or Vesting of Options to the Option Grantee in pursuance of this Plan shall not constitute an express or implied promise of continuous employment of any Option Grantee in the Company for any time period and shall not interfere with the Company's right to suspend, retrench, discipline or terminate such Option Grantee from the Company, at any time, with or without cause.
- 11.4 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company (for example, bonus Shares, rights Shares, dividend, voting, etc.) in respect of any Shares covered by the Grant unless the Option Grantee exercises the Options and becomes a registered holder of the Shares of the Company.
- 11.5 The inability of the Company to obtain approval from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to Grant the ESOPs, issue Shares.
- 11.6 The Employee shall ensure that there is no violation of any regulations relating to securities laws as may be applicable including but not limited to the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003.
- 11.7 The Board shall at each annual general meeting place, before the Shareholders of the Company, a certificate from the auditors of the Company that the ESOS 2018 - Plan B has been implemented in accordance with SEBI (SBEB) Regulations and is in accordance with the special resolution passed by the Company, in respect to the same, in the general meeting.
- 11.8 In addition to the information that the Company is required to disclose, in relation to the employee benefits under the Companies Act, 2013, the Board of the Company shall also disclose the details of the implemented ESOS 2018 - Plan B, as specified by SEBI in this regard.
- 11.9 The Company shall comply with the requirements of the Accounting Guidelines prescribed under SEBI (SBEB) Regulations and as may be applicable to the ESOS 2018 - Plan B under the Applicable Laws.

12. Lock In Period of Shares

The Shares arising out of the Exercise of Vested ESOPs under the ESOS 2018 - Plan B shall be freely transferable and shall not be subject to any lock in period.

Provided that the Shares allotted on such Exercise cannot be sold for such period of time as prescribed under code of conduct for prevention of Insider Trading of the Company read with the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.



13. Exit route in case of Delisting

13.1 If the Company gets delisted from all the recognized stock exchanges, then the Board shall have the power to set out terms and conditions for the treatment of Vested ESOPs and Unvested ESOPs in due compliance with the Applicable Laws.

14. Non Transferability of Options

The Options granted to the Option Grantee(s) under this Plan shall not be transferable to any person. Subject to provisions of this Clause, the Options granted under this Plan are not eligible to be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution, and may be exercised, save as otherwise provided under the Plan, during the life time of the Option Grantee, only by the Option Grantee and by his/her nominee or legal heir(s), in case of death of the Option Grantee.

However, the unexercised portion of the Option(s) will continue to be available to the Option Grantee up to such time frame as provided for in this Plan and the Letter of Grant.

15. Change in Capital Structure or Corporate Action

In the event of any corporate actions within the Company, such as stock splits, issue of bonus shares, rights issue, conversion of convertible securities, merger, sale of division or any other form of corporate restructuring, the Nomination and Remuneration Committee shall have the power to formulate appropriate procedures for making a fair and reasonable adjustment to the number of Options granted and to the Exercise Price of the granted options.

16. Amendment and Termination of the ESOS 2018 - Plan B

16.1 In case of termination of the ESOS 2018 - Plan B, the Nomination and Remuneration Committee shall have rights to determine the procedure and terms of the Granted, Vested, Unvested and Unexercised Options of the Option Grantee.

16.2 The Board or Nomination and Remuneration Committee may, if it deems necessary, modify, change, vary, amend, suspend or terminate the ESOS 2018 - Plan B, subject to compliance with the Applicable Laws.

17. Tax Implications and Deductions of Tax

17.1 The Employees have been informed that there may be tax consequences as a result of purchase or disposition of the Shares pursuant to this plan. The Employees shall seek independent tax advice and shall not rely upon the Company for any tax advice.



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17.2 The tax arising out of the implementation of the scheme shall be meted out as per the provisions of the Income Tax Act, 1961.¹

17.3 In the event of any tax liability arising on account of this Plan to the Company, the Company shall have the right to recover the same from the Employee, or cause the Shares transferable under this Plan to be sold or otherwise alienated or to have the Options nullified to meet the liability, or to meet the liability on behalf of the Option Grantee(s) in the event the Option Grantee(s) fails to pay back such liability and it is borne by the Company on the Option Grantee's behalf.

18. Miscellaneous Provisions

18.1 General Risks

Participation in the ESOS 2018 - Plan B shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the price of the equity and the risks associated with the investments is that of Option Grantee alone. The Option Grantee is encouraged to make considered judgment and seek adequate information/ clarifications essential for appropriate decision.

18.2 Pricing

All the applicable provisions of the Companies Act read with its applicable rules, as amended from time to time, shall govern the pricing of the Shares, arising out of Exercise of Options and issued pursuant to this ESOS 2018 - Plan B, from time to time. Permissible method shall be adopted for valuation of Shares.

18.3 Governing Laws and Jurisdiction

The terms and conditions of the Plan shall be governed by and construed in accordance with the laws of India. The courts and tribunals of competent jurisdiction at Chennai, Tamil Nadu shall have exclusive jurisdiction with respect to any proceedings relating to the ESOS 2018 - Plan B.

¹ Substituted at the Nomination and Remuneration Committee Meeting held on 14-10-2020. Prior to its substitution Clause 17.2 read as under:

Any incidence of any Income Tax or any other tax shall always be to the sole account of the Employee(s) who have been granted the Options under this Plan and the commitment of the Employee(s) to pay for such taxes shall be a condition precedent for the grant of the Options as well as on issuance of Shares to the Employee(s) upon exercise of the Options.



18.4 Dispute Resolution

In case of any dispute, discrepancy or disagreement, which shall arise under or as a result of, or in pursuant to or in connection with the ESOS 2018 - Plan B shall be referred to and determined by the Nomination and Remuneration Committee and any such determination/ decision/ interpretation by the Nomination and Remuneration Committee shall be binding on the affected Employees.

18.5 Cost and Expenses

All costs and expenses with respect to the adoption of this Plan and in connection with the registration of Shares shall be borne by the Company; provided, however, that except as otherwise specifically provided in this Plan or in any agreement between the Company and an Employee, the Company shall not be obliged to pay any costs or expenses (including legal fees) incurred by any Employee in connection with any Option or Shares held or transferred by any Employee.

18.6 Severability

In the event any one or more of the provisions contained in this ESOS 2018 - Plan B shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this ESOS 2018 - Plan B and this ESOS 2018 - Plan B shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein. Further, this Plan shall be carried out as nearly as possible according to its original terms and conditions.

18.7 Confidentiality

The Employees must keep the details of this ESOS 2018 - Plan B and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues and co-employees or with any Employee and/ or associate of the Company or that of its affiliates or any third party. In case, Option Grantee is found in breach of this confidentiality clause, the Nomination and Remuneration Committee has an undisputed right to terminate any agreement, to cancel all the unexercised Options or to take any other action as it deems fit. The decision and judgment of the Nomination and Remuneration Committee regarding breach of this clause shall be final, binding and cannot be questioned by the Option Grantee.

On acceptance of Grant, the Option Grantee(s) agrees that the Company may be required to disclose information of the Option Grantee during the process of implementation of the ESOS 2018 - Plan B or while availing services relating to Options such as consulting, advisory services or Stock Options management services and/ or any other such incidental services. The Option Grantee hereby agrees and accords his consent that such confidential information regarding his Options, entitlements may be disclosed by the Company to its officers, professional advisors, agents and consultants, as and when the need arises.



18.8 Limitation of Liability


No member of the Board or the Nomination and Remuneration Committee, or any officer or employee of the Company acting on behalf of the Board or the Nomination and Remuneration Committee shall be personally liable for any action, decision or interpretation taken or made in good faith with respect to the Plan, and all members of the Board or the Nomination and Remuneration Committee and each and any officer or employee of the Company acting on their behalf shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination or interpretation.

18.9 Notices

All notices of communication required to be given by the Company to an Option Grantee by virtue of the ESOS 2018 - Plan B shall be in writing. The communications shall be made by the Company in any one or more of the following ways:

- Delivering the communication to the Option Grantee in person with the acknowledgment of receipt thereof
- Emailing the communication (s) to the Option Grantee's official email address, provided if any, by the Company during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment
- Sending communication to the address of the Option Grantee available in the records of the Company
- Any communication to be given by an Option Grantee to the Company in respect of ESOS 2018 - Plan B shall be sent to the officer at the underneath address:
 - Designation: Secretary
 - Address: The Ramco Cements Limited,
"Auras Corporate Centre", 5th Floor
No. 98 – A, , Dr. Radhakrishnan Road,
Mylapore, Chennai – 600004.
 - Tel No: 044-28478666
 - Email Address: ksn@ramcocements.co.in

For THE RAMCO CEMENTS LIMITED,


K. SELVANAYAGAM
SECRETARY