

Employee Stock Option Plan 2023



COROMANDEL INTERNATIONAL LIMITED

‘Coromandel International Limited – Employee Stock Option Plan 2023’

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1. Name, Objective and Term of ESOP 2023

- 1.1 This employee stock option scheme shall be called ‘Coromandel International Limited – Employee Stock Option Plan 2023’ (“**ESOP 2023**” / “**Scheme**”).
- 1.2 The primary objectives of ESOP 2023 are to reward the Employees for their association, dedication and contribution to the goals of the Company. The Company intends to use this ESOP 2023 to attract and retain the key talents by way of rewarding their performance and motivate them to contribute to the overall corporate growth and profitability. The Company views employee stock option plan as a long-term incentive tool that would assist in aligning Employees interest with that of the shareholders and enable the Employees not only to become co-owners, but also to create wealth out of such ownership in future.
- 1.3 The ESOP 2023 is established with effect from July 27, 2023, on which the shareholders of the Company have approved ESOP 2023 by way of a special resolution and shall continue to be in force until (i) its termination by the Board or Committee as per provisions of Applicable Laws, or (ii) the date on which all of the Options available for Grant under ESOP 2023 have been issued and exercised, whichever is earlier.

2. Definitions and Interpretation

2.1 Definitions

- i. “**Applicable Law**” means every law relating to Employee Stock Options by whatever name called, including but without limitation to the Companies Act and the rules framed thereunder, SBEB Regulations, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (“**ICDR Regulations**”), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**LODR Regulations**”) and all relevant tax, securities, exchange control or corporate laws of India or of any relevant jurisdiction or of any Stock Exchange on which the Shares are listed or quoted.
- ii. “**Associate Company**” means any present or future associate company of the Company, as defined in the Companies Act 2013.
- iii. “**Board**” means the Board of Directors of the Company.
- iv. “**Committee**” or “**Compensation Committee**” means the Nomination and Remuneration Committee constituted by the Board from time to time, comprising of such members of the Board as provided under Regulation 19 of the LODR Regulations, as amended from time to time and having such powers as specified under the SBEB Regulations read with powers specified in this ESOP 2023.

- v. **“Companies Act”** means the Companies Act, 2013 read with rules issued thereunder from time to time and includes any statutory modifications or reenactments thereof.
- vi. **“Company”** means Coromandel International Limited, a company incorporated under the provisions of the Companies Act, 1956, having corporate identification number: L24120TG1961PLC000892 and registered office at ‘Coromandel House’, 1-2-10 Sardar Patel Road, Secunderabad – 500003.
- vii. **“Company Policies/ Terms of Employment”** means the Company’s policies for Employees and the terms of employment as contained in the employment letter and the company handbook, which includes provisions requiring a desired level of performance, securing confidentiality, non-compete and non-poaching of other Employees and customers.

Explanation: for this clause, the Company includes its Group Company including Subsidiary Company or its Associate Company, in India or outside India or of a Holding Company of the Company to the extent Employees of these entities are covered.

- viii. **“Director”** means a member of the Board of the Company.
- ix. **“Eligibility Criteria”** means the criteria as may be determined from time to time by the Committee for granting Options to the Employees.
- x. **“Employee”** means:
 - a) an employee as designated by the Company, who is exclusively working in India or outside India; or
 - b) 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; or
 - c) an employee as defined in sub-clauses (a) or (b), of a Group Company including Subsidiary Company or its Associate Company, in India or outside India or of a Holding Company of the Company;

but does not include

- i. an employee who is a Promoter or belongs to the Promoter Group; or
- ii. a Director who either by himself or through his relatives or through anybody corporate, directly or indirectly holds more than 10% of the issued and subscribed Shares of the Company; or
- iii. an Independent Director,

- xi. **“Employee Stock Option”** means an employee stock option granted to an Employee, which gives such Employee a right, but not an obligation, to purchase or subscribe at a future date the Share underlying such Option at a pre-determined price.
- xii. **“ESOP 2023”** means ‘Coromandel International Limited – Employee Stock Option Plan 2023’, under which the Company is authorized to Grant Options to the Employees.
- xiii. **“Exercise”** of an Option means expression of an intention by an Employee to the Trust to acquire the Shares underlying the Options vested in him, in pursuance of ESOP 2023, in accordance with the procedure laid down by the Company/Trust for Exercise of Options.
- xiv. **“Exercise Period”** means such time period after Vesting within which the Employee should Exercise the Options vested in him in pursuance of ESOP 2023.
- xv. **“Exercise Price”** means the price payable by the Employee in order to Exercise the Options granted to him in pursuance of ESOP 2023.
- xvi. **“Grant”** means the process by which the Company issues Options to the Employees under ESOP 2023.
- xvii. **“Grant Date”** means the date of the meeting of the Committee in which Grant of Options to the Employees are approved or any such date which may be determined by the Committee as the Grant date.

Explanation: For accounting purposes, the grant date will be determined in accordance with applicable accounting standards.
- xviii. **“Grantee”** means an eligible Employee who has been granted an Option in pursuance of ESOP 2023 and deems to include a beneficiary being the legal heir or nominee of such Grantee upon his eventual death while in employment or service.
- xix. **“Group” or “Group Company”** means two or more companies which, directly or indirectly, are in position to-
 - a) exercise twenty-six percent, or more of the voting rights in the other company; or
 - b) appoint more than fifty percent, of the members of the board of directors in the other company; or
 - c) control the management or affairs of the other company.

- xx. **“Holding Company”** means any present or future holding company of the Company, as defined in the Companies Act 2013.
- xxi. **“Independent Director”** means a Director within the meaning of Section 149(6) of the Companies Act read with Regulation 16(1)(b) of the LODR Regulations.
- xxii. **“Market Price”** means the latest available closing price of Shares on the Stock Exchange on which the Shares of the Company are listed on the date immediately preceding the Grant Date.

Explanation- If such Shares are listed on more than one Stock Exchange, then the closing price on the Stock Exchange having higher trading volume shall be considered as the Market Price.

- xxiii. **“Misconduct”** means any of the following acts or omissions by a Grantee in addition to any provisions prescribed in the Company Policies/ 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:
 - (i) dishonest statements or acts of an Employee, with respect to the Company; or
 - (ii) any misdemeanor involving moral turpitude, deceit, dishonesty, or fraud committed by the Employee; or
 - (iii) gross negligence, misconduct, or insubordination of the Employee in connection with the performance of his duties and obligations towards the Company; or
 - (iv) breach by the Employee of any terms of his employment agreement or the Company Policies or other documents or directions of Company; or
 - (v) participating or abetting a strike in contravention of any law for the time being in force; or
 - (vi) misconduct as provided under the labour laws after following the principles of natural justice.
- xxiv. **“Permanent Incapacity”** means any disability of whatsoever nature, be it physical, mental or otherwise, which permanently incapacitates or prevents or handicaps an Employee from performing any specific job, work or task which the said Employee was capable of performing immediately before such disablement, as determined by the Committee based on a certificate of a medical expert(s) identified by the Company.
- xxv. **“Promoter”** has the same meaning assigned to it under the ICDR Regulations.
- xxvi. **“Promoter Group”** has the same meaning assigned to it under the ICDR Regulations. .

- xxvii. **"Relevant Date"** means any of the following dates as the context require:
 - a) in the case of Grant, the Grant Date; or
 - b) in the case of Exercise, the date on which the notice of Exercise is given to the Company by the Grantee.
- xxviii. **"Retirement"** means retirement as per the rules of the Company.
- xxix. **"Option(s)"** means an Employee Stock Option.
- xxx. **"SBEB Regulations"** means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and enacted from time to time read with all circulars and notifications issued thereunder.
- xxxi. **"Secondary Acquisition"** means acquisition of existing Shares of the Company by the Trust on the platform of a recognized Stock Exchange.
- xxxii. **"Secretarial Auditor"** means a company secretary in practice appointed by a company under rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 to conduct secretarial audit pursuant to regulation 24A of the LODR Regulations.
- xxxiii. **"Shares"** means equity shares of the Company.
- xxxiv. **"Stock Exchange"** means National Stock Exchange Limited or BSE Limited or any recognized other stock exchange in India on which the Company's Shares are listed.
- xxxv. **"Subsidiary Company"** means any present or future subsidiary Company of the Company, as per the provisions of the Companies Act.
- xxxvi. **"Trust"** means the 'Coromandel ESOP Trust' being irrevocable trust set-up by the Company for the administration of the employee stock option plans of the Company including this ESOP 2023 being authorised from time to time, to acquire, hold and transact in cash and Shares of the Company for the purposes of relevant employee stock option plan of the Company including this ESOP 2023.
- xxxvii. **"Trustee"** shall mean the person/ entity appointed as a trustee under the trust deed of the Trust to manage the affairs of the Trust.
- xxxviii. **"Unvested Option"** means an Option in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Grantee has not become entitled to receive the benefit of Grant made under ESOP 2023.

- xxxix. “**Vest**” or “**Vesting**” means earning by the Grantee, the right to Exercise the Options granted to him in pursuance of ESOP 2023.
- xl. “**Vested Option**” means an Option in respect of which the relevant Vesting Conditions have been satisfied and the Grantee has become eligible to Exercise the Option.
- xli. “**Vesting Conditions**” means the conditions subject to which the Options granted would Vest in a Grantee.
- xlii. “**Vesting Period**” means the period, during which the Vesting of the Option granted to the Grantee, in pursuance of ESOP 2023 takes place.

2.2 Interpretation

In this ESOP 2023, unless the contrary intention appears:

- a) the clause headings are for ease of reference only and shall not be relevant to interpretation;
- b) a reference to a clause number is a reference to its sub-clauses;
- c) words in singular number include the plural and vice versa;
- d) words importing a gender include any other gender;
- e) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference; and
- f) words and expressions used and not defined here but defined in the SBEB Regulations, the Securities Contracts (Regulation) Act, 1956 or the Companies Act, and such other Applicable Laws including any statutory modification or re-enactment thereto, shall have the meanings respectively assigned to them in those legislation, as the context requires.

3. Authority and Ceiling

- 3.1 The shareholders of the Company by way of special resolution dated July 27, 2023 approved the ESOP 2023, authorizing the Committee, to grant not exceeding **58,80,900 (Fifty-eight Lakhs Eighty Thousand Nine Hundred only)** Options to the eligible Employees under ESOP 2023, from time to time, in one or more tranches, exercisable into not more than **58,80,900 (Fifty-eight Lakhs Eighty Thousand Nine Hundred only)** Shares of the Company of face value of Re. 1 (Rupee One only) each fully paid-up. The Shares shall be sourced from the Secondary Acquisition, from time to time, through the Trust. The Trust shall transfer the Shares to the Grantee upon Exercise of Options, in accordance with the terms and conditions as may be decided under ESOP 2023.

- 3.2 The maximum number of Options that may be granted to each Employee per Grant and in aggregate shall vary depending upon the designation and the appraisal / assessment process, however, shall not exceed **2,01,000 (Two Lakhs One Thousand Only)** Options per eligible Employee. However, the Committee reserves the right to decide the number of Options to be granted and the maximum number of Options that can be granted to each Employee within this ceiling.
- 3.3 If an Option expires, lapses or becomes un-exercisable due to any reason, it shall be brought back to the Options pool and shall become available for future grants, subject to compliance with the provisions of the Applicable Laws.
- 3.4 Where Shares are transferred by the Trust consequent upon Exercise of an Option under ESOP 2023, the maximum number of Shares that can be transferred under ESOP 2023 as referred to in Sub-clause 3.1 above shall stand reduced to the extent of Shares transferred.
- 3.5 In case of a Share split or consolidation, if the revised face value of the Share is less or more than the current face value as prevailing on the date of coming into force of this ESOP 2023, the maximum number of Shares being granted under ESOP 2023 as specified above shall stand modified accordingly, so as to ensure that the cumulative face value (number of Shares X face value per Share) prior to such Share split or consolidation remains unchanged after such Share split or consolidation.

4. Supervision and Administration

A. Supervision

- 4.1 This ESOP 2023 shall be supervised by the Committee. All the functions relating to superintendence of this ESOP 2023 shall stand possessed with the Committee in which case the rights, powers, duties or liabilities of the Board to the extent delegated along with that contemplated under the Applicable Laws. All questions of interpretation of this ESOP 2023 shall be determined by the Committee and such determination shall be final and binding upon all persons having an interest in this ESOP 2023.
- 4.2 Neither the Committee nor any of its members shall be liable for any actions taken in good faith for the implementation of ESOP 2023.
- 4.3 The Committee may rely upon the advice and assistance of any professional it deems appropriate in the implementation of ESOP 2023.
- 4.4 The Committee shall, in accordance with this ESOP 2023 and Applicable Laws, determine the following:
 - a) The Eligibility Criteria for Grant of Options to the Employees;
 - b) The quantum of Options to be granted under ESOP 2023 per Employee, subject to the ceiling as specified in Sub-clause 3.1 and 3.2;

- c) Terms and conditions in respect of Grant, Vesting and Exercise of Options by the Employees which may be different for different Employees or classes thereof falling in the same tranche of Grant of Options under ESOP 2023;
- d) The Exercise Period within which the Employee should exercise the Option and that Option would lapse on failure to Exercise the Option within the Exercise Period;
- e) 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, sale of division and others. In this regard following shall be taken into consideration by the Committee:
 - (i) the number and price of Options shall be adjusted in a manner such that total value of the Options in the hands of the Grantee remains the same after such corporate action; and
 - (ii) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Grantees.
- f) the procedure and terms for the Grant, Vesting and Exercise of Employee Stock Options in case of Employees who are on long leave in terms of Sub-clause 7.4 of ESOP 2023;
- g) eligibility of a Grantee to be approved as a Good Leaver;
- h) any matter relating to the Trust and aspects of administration of ESOP 2023 by the Trust;
- i) the procedure for buy-back of Options granted under ESOP 2023 if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
 - (i) permissible sources of financing for buy-back;
 - (ii) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and
 - (iii) limits upon quantum of Options that the Company may buy-back in a financial year.
- j) the procedure for funding for Exercise of Options, as permitted under the Applicable Laws; and
- k) approve forms, writings and/or agreements for use in pursuance of ESOP 2023.

4.5 The Committee shall frame suitable policies and procedures to ensure that there is no violation of securities laws, as amended from time to time, including Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003 by the Company, its Group Company including Subsidiary Company or its Associate Company, in India or outside India or of a Holding Company of the Company and Employees, as applicable.

B. Administration

- 4.6 ESOP 2023 shall be administered by the Trust to the extent aspects of such administration are delegated by the Committee as per the requirements of Applicable Laws.
- 4.7 The Trust shall be governed subject to following terms and conditions:
- a) It shall not deal in derivatives and shall undertake only such transactions as permitted under the deed of Trust read with the provisions of the Applicable Laws;
 - b) The Trustees appointed or re-appointed from time to time shall be such persons as being not disqualified as prescribed under the Applicable Laws; and
 - c) The Trustees shall not vote in respect of the Shares held by the Trust.
- 4.8 The Trustees while administering ESOP 2023 shall abide by the provisions contained therein, terms of the Grant, Vesting and Exercise as decided by the Committee and shall ensure compliance of the provisions of relevant Applicable Laws as prevailing from time to time, in connection with dealing with the Shares of the Company including but not limited to maintenance of proper books of account, records and documents as prescribed.

5. Eligibility and Applicability

- 5.1 Only Employees within the meaning of ESOP 2023 are eligible for being granted Options. The specific Employees to whom the Option would be granted, and their Eligibility Criteria shall be determined by the Committee.
- 5.2 The appraisal process for determining the eligibility of the employees shall be decided from time to time by the Committee. The broad criteria for appraisal and selection may include parameters like tenure of association with the Company, performance during the previous years, contribution towards strategic growth, contribution to team building and succession, cross-functional relationship, corporate governance, etc.

Provided that the Committee while granting the Options to any eligible Employee(s) of Holding company or any Group Company including Subsidiary or/and Associate Company(ies), shall at its discretion, consider the factors including but not limited to the role(s) of such Employee(s) for safeguarding the interest of the Company, or such Employee's contribution to the Company.

6. Grant and Acceptance of Grant

6.1 Grant of Options

Each Grant under this ESOP 2023 shall be made in writing by the Company to the eligible Employees fulfilling the Eligibility Criteria in a letter of Grant as may be approved under ESOP 2023 from time to time.

6.2 Acceptance of the Grant

- (a) Any Employee who wishes to accept the Grant made under this ESOP 2023 must deliver to the Company a duly signed acceptance of the letter of Grant on or before the date (“**Closing Date**”) which shall not be more than 15 days from the date of the Grant, as specified in the letter of Grant. Upon receipt of signed acceptance by the Company, the Employee will become a Grantee.
- (b) Any Employee who fails to deliver the signed acceptance of the letter of Grant on or before the Closing Date stated above shall be deemed to have rejected the Grant unless the Committee determines otherwise.
- (c) Upon acceptance of the Grant in the manner described above, the Employee henceforth as a Grantee, shall be bound by the terms, conditions, and restrictions of ESOP 2023 and the Grant document. The Grantee's acceptance of the Grant of Options under ESOP 2023, within the time period provided, shall constitute an agreement between the Grantee and the Company as to the terms of this ESOP 2023 and the Grant document.

7. Vesting Schedule and Conditions

- 7.1 Options granted under ESOP 2023 shall Vest subject to minimum Vesting Period of **1 (One) year** and maximum Vesting Period of **4 (Four) years** from the Grant Date of such Options.

Provided that in case where Options are granted by the Company under ESOP 2023 in lieu of Options held by a person under a similar scheme in another company (“**Transferor Company**”) which has merged or demerged or arranged or amalgamated or business transferred on slump sale basis, with the Company, the period during which the Options granted by the Transferor Company were held by him shall be adjusted against the minimum Vesting Period required under this sub-clause.

- 7.2 Vesting of Options would be subject to continued employment with the Company or Holding Company or Group Company including Subsidiary Company or Associate Company, as the case may be. A Grantee who has tendered his/her resignation and is serving the notice period after resignation, such notice period shall not be considered for Vesting and all the Unvested Options as on date of resignation shall be cancelled forthwith.
- 7.3 As a prerequisite for a valid Vesting, a Grantee must not be subject to any disciplinary proceedings pending against him on such date of Vesting. In case of any disciplinary proceedings against any Grantee, the relevant Vesting shall be kept in abeyance until disposal of the proceedings. In case of reinstatement, Vesting shall happen as if there was no abeyance. In case of termination from employment/ service, the provisions of Sub-clause 8.2(b) of the Scheme shall apply.

- 7.4 The specific Vesting schedule and Vesting Conditions subject to which Vesting would take place would be outlined in the document given to the Grantee at the time of Grant of Options.

8. Exercise

8.1 Exercise Price

- a) The Exercise Price per Option shall be the Market Price of the Share of the Company at the time of Grant. However, the Exercise Price per Option shall not be less than the face value of the Share of the Company.
- b) The specific Exercise Price shall be intimated to the Grantee in the Grant letter at the time of Grant.
- c) Payment of the Exercise Price shall be made by a crossed cheque, or a demand draft drawn or by any electronic mode in favour of the Trust or in such other manner as the Committee may decide from time to time.

8.2 Exercise Period

- (a) **While in employment:** The Vested Options shall be exercisable by the Grantee within the maximum exercise period of **5 (Five) years from the date of vesting of Options**, or such other shorter period as may be prescribed by the Committee at time of Grant and as set out in the letter of Grant.
- (b) **In case of separation from employment:** Options can be exercised as per provisions outlined below:

S. No.	Separations	Vested Options	Unvested Options
1	Resignation or termination (Other than due to Misconduct)	All the Vested Options as on the date of submission of resignation or termination shall be exercisable by the Grantee on or before his/ her last working day with the Company.	All the Unvested Options as on the date of submission of resignation / termination shall stand cancelled with effect from that date.
2	Termination/ suspension due to Misconduct	All the Vested Options which were not exercised at the time of such termination shall stand cancelled with effect from the effective date of such termination.	All the Unvested Options on the effective date of such termination shall stand cancelled with effect from the termination date.

S. No.	Separations	Vested Options	Unvested Options
3	Retirement/ Superannuation	All the Vested Options as on the date of Retirement shall be exercisable immediately after, but in no event later than Six months from the date of such Retirement or till the end of the prescribed Exercise Period, whichever is earlier.	All Unvested Options as on the date of Retirement would continue to Vest in accordance with the original Vesting schedule even after the Retirement unless otherwise determined by the Committee in accordance with the Company's Policies and provisions of the then prevailing Applicable Law. Such Vested Options are exercisable within Six months from the date of Vesting.
4	Death	All the Vested Options as on date of death shall be exercisable by the legal heir/nominee of such deceased Grantee immediately after, but in no event later than Six months or till the end of the prescribed Exercise Period, whichever is later.	All the Unvested Options as on date of death shall Vest immediately and can be exercisable by the legal heir/nominee of such deceased Grantee in the manner specified for Vested Options. The minimum vesting period of 1 year shall not be applicable.
5	Permanent Incapacity	All the Vested Options shall be exercisable by the Grantee, immediately after, but in no event later than Six months from the date of incurring such incapacity or till the end of the prescribed Exercise Period, whichever is later.	All the Unvested Options as on date of incurring of Permanent Incapacity shall Vest immediately and be exercisable in the manner specified for Vested Options. The minimum vesting period of 1 year shall not be applicable.
6	Transfer / deputation to Group Companies including Associate Company or	Exercise Period to remain the same as per the terms of the Grant. In case of subsequent separation, treatment of Options shall be as per the applicable circumstance mentioned in this table.	Vesting schedule and Exercise Period to remain same as per the terms of the Grant. In case of subsequent separation, treatment of Options shall be as per the

S. No.	Separations	Vested Options	Unvested Options
	Holding Company or Subsidiary Company		applicable circumstance mentioned in this table.
6	Other reasons apart	The Committee shall decide whether the Vested Options as on that date can be exercised by the Grantee or not, and such decision shall be final.	All Unvested Options on the date of separation shall be cancelled with effect from such date.

- 8.3 The Options shall be deemed to have been exercised when a Grantee makes an application in writing complete in all respect to the Trust or by any other means as decided by the Committee, for transfer of Shares of the Company against the Options vested in him.

8.4 Lapse of Options

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

9. Lock-in

- 9.1 The Shares arising out of Exercise of Vested Options shall not be subject to any lock-in period from the date of transfer of such Shares by the Trust to the Employees under ESOP 2023.

Provided that the Shares cannot be transferred for such further period or intermittently as required under the terms of code of conduct for prevention of insider trading of the Company framed under Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.

10. Exit route in case of de-listing

- 10.1 If the Company gets de-listed from all the recognized Stock Exchanges, then the Board or Committee as authorized by the Board shall have the powers to set out terms and conditions for the treatment of Vested Options and Unvested Options in due compliance of the Applicable Laws.

11. Restriction on transfer of Options

- 11.1 The Options shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

11.2 Options shall not be transferable to any person, except in the event of death of the Grantee in which case clause 8.2(b) would apply as to transmission of any rights of the deceased Grantee.

11.3 No person, other than the Grantee to whom the Option is granted, shall be entitled to Exercise the Option, except in the event of the death of such Grantee, in which case provisions of table under Sub-clause 8.2(b) would apply.

12. Rights as a shareholder

12.1 The Employee shall not have a right to receive any dividend or to vote or in any manner or enjoy the benefits of a Shareholder in respect of Options granted, till Shares underlying such Options are transferred to the Employee on Exercise of such Options.

12.2 Nothing herein is intended to or shall give the 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 Grantee exercises the Options and becomes a registered holder of the Shares of the Company.

12.3 If the Company issues bonus or rights shares, the Grantee will not be eligible for the bonus or rights Shares in the capacity of a Grantee. However, an adjustment to the number of Options or the Exercise Price or both would be made in accordance with Clause 4(A) (4.4) (e) of ESOP 2023.

13. Taxation

13.1 The liability of paying taxes, if any, in respect of Options granted pursuant to this ESOP 2023 and the Shares issued/transferred pursuant to Exercise thereof shall be on the Grantee (his nominee(s)/ legal heir(s)/ successor(s) as the case may be) and shall be in accordance with the provisions of Income Tax Act, 1961 read with rules issued thereunder and if such Grantee (his nominee(s)/ legal heir(s)/ successor(s) as the case may be) is resident in a territory outside India, it shall also be in accordance with tax laws applicable to such territory.

13.2 The Company shall have the right to deduct from the Grantee's (his nominee(s)/ legal heir(s)/ successor(s) as the case may be) salary or recover separately, any of the Grantee's tax obligations arising in connection with the Options upon the Exercise thereof. In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.

13.3 The Company/Trust shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been satisfied by the Grantee.

14. Authority to vary terms

- 14.1 For the purpose of efficient implementation and administration of ESOP 2023 and with the prior approval of the shareholders of the Company by way of a special resolution, the Committee may revise the terms of ESOP 2023 and/ or terms of the Options already granted under ESOP 2023 subject to the condition that such amendment, alteration, or variation, as the case may be, is not detrimental to the interest of Employees.

Provided that the Company shall be entitled to vary the terms of ESOP 2023 to meet any regulatory requirement without seeking shareholders' approval by way of a special resolution.

- 14.2 The Company may also re-price the Options which are not exercised, whether or not they have vested, if ESOP 2023 is rendered unattractive due to fall in the value of the Shares, provided that the Company ensures that such re-pricing shall not be detrimental to the interest of the Grantee and approval of the shareholders by way of a special resolution has been obtained for such re-pricing.

15. Miscellaneous

15.1 Regulations

This ESOP 2023 shall be subject to all Applicable Laws including any statutory modification(s) or re-enactment(s) thereof, and approvals from governmental authorities, if any, and to the extent required.

15.2 Inability to obtain approval

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 and sale of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to Grant the Options or issue/transfer Shares.

- 15.3 Neither the existence of this ESOP 2023 nor the fact that an individual has on any occasion been granted an Option shall give such individual any right, entitlement, or expectation that he has or will in future have any such right, entitlement or expectation to participate in this ESOP 2023 or any future plan(s) by being granted an Options on any other occasion.

- 15.4 The rights granted to a Grantee upon the Grant of Options shall not accord the 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).

- 15.5 The Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise Options in whole or in part.

15.6 General Risks

Participation in ESOP 2023 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 the Grantee alone.

16. Accounting and Disclosures

16.1 The Company shall follow the IND AS 102 on Share based Payments and/or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other statutory authority from time to time, including the disclosure requirements prescribed therein, in compliance with relevant provisions of SBEB Regulations.

16.2 The Company shall make disclosures to the prospective Grantees containing statement of risks, information about the Company and salient features of ESOP 2023 in a format as prescribed under SBEB Regulations.

16.3 The Company shall disclose details of Grant, Vest, Exercise and lapse of the Options in the Directors' Report or in an annexure thereof as prescribed under SBEB Regulations or any other Applicable Laws as in force.

17. Certificate from Secretarial Auditors

17.1 The Committee shall at each annual general meeting place before the shareholders a certificate from the Secretarial Auditors of the Company that ESOP 2023 has been implemented in accordance with the SBEB Regulations and in accordance with the resolution of the Company in the general meeting.

18. Governing Laws

18.1 This ESOP 2023 shall be subject to all Applicable Laws including any statutory modification(s) or re-enactment(s) thereof, and approvals from governmental authorities, if any, and to the extent required.

19. Notices

19.1 All notices of communication required to be given by the Company to a Grantee by virtue of this ESOP 2023 shall be in writing and/or in any other means of electronic communication. The communications shall be made by the Company in any one or more of the following ways:

- i. Sending communication(s) to the last known address of the Grantee available in the records of the Company; or
- ii. Delivering the communication(s) to the Grantee in person with acknowledgement of receipt thereof; or

- iii. Emailing the communication(s) to the Grantee at the official email address provided if any by the Company during the continuance of employment or at the email address provided by the Grantee after cessation of employment.

19.2 Any communication to be given by a Grantee to the Company in respect of ESOP 2023 shall be sent to the person at the address mentioned below:

Attention : **Chief Human Resource Officer**
Company : **Coromandel International Limited**
Address : Olympia Terraces, 15B, SIDCO Industrial Estate, Guindy, Chennai – 600032.
Email id : arunlgeorge@coromandel.murugappa.com

20. Jurisdiction

- 20.1 Unless any dispute arising out of this Scheme concerning any Grantee is resolved as per Clause 4.1 of this Scheme, it shall be referred to appropriate alternate dispute resolution mechanism under laws of arbitration.
- 20.2 The dispute resolution forums or Courts, as the case may be, in Chennai, India shall have jurisdiction in respect of any or all matters, disputes or differences arising in relation to or out of this Scheme.
- 20.3 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this ESOP 2023:
 - (i) in any other court of competent jurisdiction; or
 - (ii) concurrently in more than one jurisdiction

21. Nomination

- 21.1 The Employee has to nominate a person as his/her nominee. The nominee in case of death or Permanent Incapacity of Employee shall be the legal representative recognized by the Company as the inheritor of the Employee in respect of all rights and liabilities for the purposes of this ESOP 2023.

22. Severability

- 22.1 In the event any one or more of the provisions contained in this ESOP 2023 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 ESOP 2023, but this ESOP 2023 shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and ESOP 2023 shall be carried out as nearly as possible according to its original terms and intent.

23. Confidentiality

- 24.1 A Grantee must keep the details of ESOP 2023 and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peer, colleagues, co-employees or with any employee and/ or associate of the Company or that of its affiliates. In case Grantee is found in breach of this Confidentiality Clause, the Company shall have undisputed right to terminate any agreement for Grant of ESOPs and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this confidentiality requirement shall be final, binding and cannot be questioned by Grantee. 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.
- 24.2 On acceptance of the Grant of Option offered by the Company, it shall be deemed that as if the Grantee has authorized the Company to disclose information relating to the Grantee during the process of implementation of ESOP 2023 or while availing any consulting or advisory services thereof or any other incidental services to its officers, professional advisors, agents, and consultants on a need-to-know basis. In case the Grantee intends to withdraw this deemed authorization by withdrawing from the Grant, he/ she can do so with express communication to the Company.

-----End of ESOP 2023-----