ROSE MERC LIMITED

CIN: L24110MH1985PLC035078
15/B/4, New Sion CHS, Swami Vallabdas Road, Opp. SIES College,
Behind D Mart Store, Sion West, Mumbai - 400022

RML Employee Stock Option Plan II, 2023 (RML ESOP II - 2023)

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1. Name, Objective and Term of the Plan

1.1 This Employee Stock Option Plan shall be called RML Employee Stock Option Plan II, 2023 ("RML ESOP II - 2023 / Plan")

1.2 The objective of the RML ESOP II – 2023 is to reward the Employees for association, dedication and contribution to the goals of the Company. The Company intends to use this Plan to attract and retain key talents working with the Company by way of rewarding their performance and motivate them to contribute to the overall corporate growth and profitability. The Company views Employee Stock Options as instruments that would enable the Employees to get a share in the value they create for the Company in the years to come.

1.3 RML ESOP II - 2023 is established with effect from August 03, 2023 on which the Shareholders have approved the Plan by way of a special resolution and shall continue to be in force until earlier of:

i. August 31, 2033; or
ii. The date all the Options reserved under the Plan are granted and exercised; or
iii. The date of termination, if any, of the Plan.

Thus, all the Employees meeting the eligibility criteria as may be determined by the Compensation Committee, from time to time and who join the Company and / or its Subsidiary Companies hereafter and till July 31, 2029 would also be entitled to the benefit under the Plan.

1.4 The Board of Director or The Compensation Committee, as authorized, may, subject to compliance with Applicable Laws, at any time alter, amend, suspend or terminate the RML ESOP II - 2023.

1.5 This document is not intended to provide any legal or taxation advice to the Option Grantee of RML ESOP II – 2023 and such Employee should consult their own tax advisors before accepting the grant and/or vesting of the Equity Shares under the RML ESOP II - 2023.

2. Definitions and Interpretation

2.1 Definitions

i. **"Agreement"** means the Employee Stock Option Agreement, if any, entered in to between the Company and Employee, evidencing the terms and conditions of Options granted under RML ESOP II - 2023. The Agreement is subject to the conditions of RML ESOP II - 2023.

ii. "**Applicable Law**" means every law relating to Employee Stock Options, to the extent applicable, including and without limitation to the Companies Act, Securities and Exchange Board of India Act, 1992, Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended and re-enacted from time to time and includes any clarifications or circulars issued there under ("SEBI SBEB Regulations"), and all relevant tax, securities, exchange control or corporate laws of India, or amendments thereof or of any relevant jurisdiction or of any Recognized Stock Exchange on which the Shares are listed or quoted.

iii. "**Board**" means the Board of Directors of the Company.

iv. "**Companies Act**" means the Companies Act, 2013 and rules made thereunder and include any statutory modifications or re-enactments thereof.

v. **"Company"** means **ROSE MERC LIMITED** (CIN: L24110MH1985PLC035078), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 15/B/4, New Sion CHS, Opp. SIES College, Behind D Mart, Sion West Sion Mumbai – 400022.

vi. **"Company Policies / Terms of Employment"** means the Company's policies for employees and the terms of employment as contained in the Employment Letter / Contract / Company intranet and the Company handbook, which includes provisions for securing confidentiality, non-compete and non-poaching of other Employees and customers. Policies for employees and the terms of employment of the Subsidiary Company as regard an Option Grantee on the payrolls of such Subsidiary Company shall be deemed the respective Employment Policies and such other terms as may be famed by the said Subsidiary Company.

vii. **"Compensation Committee"** means the Committee constituted / reconstituted by the Board of Directors of the Company from time to time, by whatever name called, as per the requirements of Applicable Laws, to administer and supervise the RML ESOP II – 2023 and other employee benefit plans, if any, comprising of such members of the Board as provided under Regulation 19 of the Listing Regulations, as amended from time to time, and having such powers as specified under the SEBI SBEB Regulations read with powers specified in this RML ESOP II - 2023.

viii. **“Corporate Action”** means a change in the capital structure of the Company as a result of bonus issue, rights issue, split of shares and consolidation of shares, merger & amalgamation / reconstitution / amalgamation / sell of divisions or otherwise.

ix. “**Director**” shall have the same meaning as defined under section 2(34) of the Companies Act, 2013.

x. “**Eligibility Criteria**” means the criteria as may be determined from time to time by the Compensation Committee for granting the Employee Stock Options to the employees.

xi. “**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, but excluding an independent director; or
c. an employee as defined in sub-clauses (a) or (b), of a subsidiary company, in India or outside India, but does not include:
   (i) an employee who is a promoter or a person belonging to the promoter group; or
   (ii) a director who, either himself or through his relative or through any body corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the company;

xii. “**Employee Stock 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 underlying the option at a pre-determined price.

xiii. **“Equity Shares”** means fully paid-up Equity Shares of the Company having a face value of Rs. 10/- (Rupees Ten Only) each.

xiv. “**RML ESOP II - 2023**” means the RML Employee Stock Option Plan II, 2023 under which the Company is authorized to grant Employee Stock Options to the Employees.

xv. “**Exercise**” means making of an application by an Employee to the Company for issue of Equity Shares, as the case may be, against Vested Options in pursuance of the RML ESOP II - 2023, in accordance with the procedure laid down by the Company for such exercise.

xvi. "**Exercise Period**" means such time period after Vesting within which the Employee should exercise the Options vested in him in pursuance of the RML ESOP II - 2023.

xvii. "**Exercise Price**" means the price payable by an Employee in order to exercise the Options granted to him in pursuance of the RML ESOP II - 2023.

xviii. "**Grant**" means issue of the Options to the Employees under the RML ESOP II - 2023.

xix. **"Independent Director"** means a Director within the meaning of Section 149(6)of the Companies Act read with Regulation 16(1)(b) of the Listing Regulations.

xx. **"Misconduct"** means any of the following:

a. committing of any act of misconduct warranting summary termination under law; or
b. conduct which in the reasonable opinion of the Board amount to a serious breach by an Option Grantee of the obligation of trust and confidence to his employer; or
c. a finding by the Board that an Employee has committed any material or consistent breach of any of the terms or conditions of the Employment Agreement including any wilful negligence of the duties assigned by the Board; or
d. conviction of any criminal offence or having been charged with any criminal offence which, in the reasonable opinion of the Company will result in conviction.

xxi. **"Option"** means Employee Stock Option within the meaning of RML ESOP II - 2023.

xxii. "**Option Grantee**" means an Employee who has been granted an Employee Stock Option in pursuance of the RML ESOP II – 2023 and deemed to include a beneficiary being the legal heir or nominee of such Option Grantee upon his eventual death while in employment or service.

xxiii. "**Permanent Incapacity**" means any incapacity of whatsoever nature, be it physical, mental or otherwise, which 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 Compensation Committee based on a certificate of a medical expert identified by the Company.

xxiv. **“Promoter”** shall have the same meaning as assigned to the term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (“**SEBI ICDR Regulations**”).

xxv. **“Promoter Group”** shall have the same meaning assigned to the term under the SEBI ICDR Regulations.

xxvi. **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.

xxvii. “**Retirement**” means retirement as per the rules of the Company or any of its direct or indirect Subsidiary Company.

xxviii. **“Plan**” means RML ESOP II – 2023 within the meaning of this RML Employee Stock Option Plan II, 2023.

xxix. “**Shares**” means Equity Shares of the Company within the meaning of this Plan.

xxx. **“Recognized Stock Exchange”** means BSE Limited (“BSE”), or any other recognized stock exchangein India on which the Company’s Shares are listed or to be listed in future.

xxxi. “**Relevant Date**” means

a. in the case of grant, the date of the meeting of the compensation committee on which the grant is made; or
b. in the case of exercise, the date on which the notice of exercise is given to the company by the employee.

xxxii. “**Unvested Option**” means an Option in respect of which the relevant Vesting Conditions have not been satisfied and as such, the Option Grantee has not become eligible to exercise the Option.

xxxiii. **“Vesting”** means earning by the Option Grantee, of the right to Exercise the Options granted to him in pursuance of the RML ESOP II – 2023.

xxxiv. **“Vesting Condition”** means any condition subject to which the Options granted would vest in an Option Grantee.

xxxv. “**Vesting Period**” means the period during which the vesting of the Employee Stock Option granted to the Employee, in pursuance of RML ESOP II – 2023 takes place.

xxxvi. “**Vested Option”** means an Option in respect of which the relevant Vesting Conditions have been satisfied and the Option Grantee has become eligible to exercise the Option.

2.2 **Interpretation**

In this Plan, unless the contrary intention appears:

i. the clause headings are for ease of reference only and shall not be relevant to interpretation;
ii. a reference to a clause number is a reference to its sub-clauses;
iii. words in singular number include the plural and vice versa;
iv. words importing a gender include any other gender; and
v. a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.

Words and expressions used and not defined herein but defined in the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 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.

3. Authority

3.1 The Compensation Committee and the Board of Directors at their respective meetings held on June 19, 2023 and by the Shareholders at its meeting held on August 03, 2023, resolved to issue to the Employees under RML ESOP II - 2023, not exceeding 50,00,000 (Fifty Lakhs) Employee Stock Options convertible in to not more than 50,00,000 (Fifty Lakhs) Shares having a face value of Rs.10/- (Rupees Ten Only) each fully paid-up, with each such Option conferring a right upon the Employee to be issued one Share of the Company, in accordance with the terms and conditions of such issue.

3.2 The maximum number of Options that shall be granted to each Employee shall vary depending upon the designation and the appraisal / assessment process, however shall not exceed 15,00,000 (Fifteen Lacs) per eligible Employee, however the Compensation 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 Where Shares are allotted consequent upon Exercise of an Employee Stock Option under the RML ESOP II - 2023, the maximum number of Shares that can be allotted under RML ESOP II - 2023 as referred to in sub-clause 3.1 above shall stand reduced to the extent of such Shares allotted.

3.4 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

3.5 In case of a share split where the face value of the Shares of the Company is reduced below Rs.10/-, the maximum number of Shares available for being granted under RML ESOP II - 2023 shall stand modified accordingly, so as to ensure that the cumulative face value (number of shares X face value per share) prior to such split remains unchanged after the share split.

3.6 In case of a share consolidation where the face value of the Shares of the Company is increased above Rs.10/-, the maximum number of Shares available for being granted under RML ESOP II - 2023 shall stand modified accordingly, so as to ensure that the cumulative face value (number of shares X face value per share) prior to such consolidation remains unchanged after the share consolidation.

3.7 Prior approval of the shareholders of the Company in the general meeting by passing special resolution shall be obtained in case the Grant of the Options to any identified Employee, in any one financial year, is equal to or exceeding 1% (one percent) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of the Option.

4. Administration

4.1 The RML ESOP II - 2023 shall be administered by the Compensation Committee. All questions of interpretation of the RML ESOP II - 2023 shall be determined by the Compensation Committee and such determination shall be final and binding upon all persons having an interest in the RML ESOP II - 2023.

4.2 Neither the Compensation Committee nor any of its members shall be liable for any actions taken in good faith for the implementation of the RML ESOP II - 2023.

4.3 The Compensation Committee shall in accordance with this Plan and Applicable Laws determine the following:

i. The Eligibility Criteria for grant of Employee Stock Options to the Employees;

ii. The quantum of Employee Stock Options to be granted under the RML ESOP II – 2023 subject to ceiling specified in sub-clause 3.2;

iii. Terms and conditions in respect of grant to, vest in and exercise of Options (including determining exercise period) by the Employees which may be different for different class / classes of the Employees falling in the same tranche of grant of the Options issued under RML ESOP II – 2023 and that Option would lapse on failure to exercise the Option within the Exercise Period;

iv. The procedure for making a fair and reasonable adjustment in case of corporate action.

v. The procedure and terms for the Grant, Vest and Exercise of Employee Stock Options in case of employees who are on long leave;

vi. The procedure for Vesting in case of termination of employment or resignation, if required;

vii. the procedure for buy-back of the Options granted under the RML ESOP II – 2023, if to be undertaken at any time by the Company, and the applicable terms and conditions, including:
- permissible sources of financing for buy-back,
- any minimum financial thresholds to be maintained by the Company as per its last financial statements, and
- limits upon quantum of Options that the Company may buy-back in a financial year;

viii. the procedure for funding for Exercise of Options, as permitted under the Applicable Laws; and

ix. Approve forms, writings and / or agreements for use in pursuance of the RML ESOP II – 2023.

4.4 The Company has framed 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 and the Employees, as applicable. The Option Grantees shall adhere to such policies and procedures in respect to exercise of options under the Plan.

5. Eligibility and Applicability

5.1 Only the Employees within the meaning of this Plan are eligible for being granted Stock Options under RML ESOP II – 2023. The specific Employees to whom the Stock Options would be granted and their Eligibility Criteria would be determined by the Compensation Committee.

5.2 The Plan shall be applicable to the Company, its Subsidiary Companies in India or outside India, and any successor company thereof and may be granted to the Employees and Directors of the Company, that of its Subsidiary Companies, as determined by the Compensation Committee at its own discretion

6. Grant and Acceptance of Grant

6.1 Grant of Options

Each Grant under this RML ESOP II - 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 the RML ESOP II – 2023 from time to time.

6.2 Acceptance of the Grant

i. Any Employee who wishes to accept the Grant made under this RML ESOP II - 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 30 (Thirty) days from the date of the Grant, as specified in the letter of Grant. On receipt by the Company of the signed acceptance, the Employee will become an Option Grantee.

ii. 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 Compensation Committee determines otherwise.

iii. 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 the RML ESOP II - 2023 and the Grant document. The Grantee's acceptance of the Grant of Options under the RML ESOP II - 2023, within the time period provided, shall constitute an agreement between the Grantee and the Company as to the terms of this RML ESOP II - 2023 and the Grant document.

7. Vesting Schedule and Vesting Conditions

7.1 Options granted under the RML ESOP II - 2023 would Vest at the completion of the Period of 1 (One) year from the date of the Grant of such Options.

7.2 Options granted under RML ESOP II – 2023 would vest as under:

- 100% Options would vest at the end of first year from the date of the Grant of such Options.

Provided further that in the event of death or Permanent Incapacity, the minimum vesting period of One (1) year shall not be applicable and in such instances, the Options shall vest on the date of death or Permanent Incapacity.

7.3 Vesting of the Options would be subject to continued employment with the Company. The Options would vest on completion of the vesting period.

7.4 The specific vesting schedule and conditions subject to which vesting would take place would be outlined in the document(s) given to the Option Grantee at the time of grant of Options.

7.5 **Vesting of the Options in case of Employees on long leave**

The period of leave shall not be considered in determining the Vesting Period in the event the Employee is on a sabbatical. In all other events including approved earned leave and sick leave, the period of leave shall be included to calculate the Vesting Period unless otherwise determined by the Compensation Committee.

8. Exercise

8.1 Exercise of Options

i. After Vesting, Options can be exercised either wholly or partly, during the exercise window, within the overall exercise period of 4 (Four) year from the date of respective Vesting, after submitting the Exercise application along with payment of the Exercise Price, applicable taxes and other charges, if any.

8.2 Exercise Price

i. The exercise price shall be determined on the date of the grant as may be decided by the Compensation Committee at its discretion from time to time. However, the Exercise Price shall not be less than the face value of the Shares.

ii. The Exercise Price shall be payable at the time of Exercise by the Option Grantee, as per his/her own discretion, by cheque, demand draft or NEFT or other Banking Channels, in the name of the Company.

iii. The tax amount arising at the time of exercise shall be paid by the Grantee, as per his/her own discretion, by cheque, demand draft, NEFT or other Banking Channels or deduction from salary (if salary of the month of Exercise is not paid and is sufficient for payment of Exercise Price) in the name of the Company.

iv. Failure to comply with the terms of the RML ESOP II - 2023, shall result in lapsing of Vested Options in the hands of Grantee. The amount paid by the Employee, if any, for the Exercise of Options may be refunded, if the Options are not Exercised by the Employee within the Exercise Period.

8.3 **Exercise Period**

i. While in employment

a. The Exercise period would commence from the date of vesting and will expire on completion of **4 (Four) years** from the date of respective vesting or such other period as may be decided by the Compensation Committee, from time to time.

b. For the duly completed and valid exercise applications received up to the end of each month, the Company shall allot Equity Shares in a dematerialised mode, by the end of the subsequent month.

ii. Exercise Period in case of separations

Subject to the maximum Exercise Period approved by the Shareholders of the Company from the date of vesting of the Options, the Options can be exercised as per provisions outlined below:

S. No.	Separations	Vested Options	Unvested Options
1.	**Resignation / termination (other than due to Misconduct)**	All the Vested Options as on the date of submission of resignation may be exercised by the Option Grantee on or before last working day, failing which all the Unexercised Options shall lapse irrevocably and the rights there under shall be extinguished.	All Unvested Options on the date of submission of resignation / termination shall stand cancelled with effect from that date.
2.	**Termination due to Misconduct**	All the Vested Options which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination.	All Unvested Options on the date of such termination shall stand cancelled with effect from the termination date.
3.	**Retirement / Early Retirement as approved by the Company**	All Vested Options can be exercised by the Option Grantee immediately after, but in no event later than 1 (One) year from the date of Retirement unless otherwise determined by the Compensation Committee.	All Unvested Options as on the date of Retirement would continue to vest in accordance with the original vesting schedules even after the Retirement unless otherwise determined by the Compensation Committee in accordance with the Company's Policies and

			provisions of the then prevailing Applicable Law. Such aforesaid Options can be exercised within a period of 1 (One) year from the date of Vesting.
4.	**Death**	All Vested Options may be exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than 1 (One) year from the date of Death, failing which all the Unexercised Options shall lapse irrevocably and the rights there under shall be extinguished.	All the Unvested Options as on the date of death shall vest immediately and maybe exercised by the Option Grantee's nominee or legal heir immediately after, but in no event later than 1 (One) year from the date of Death, failing which all the Unexercised Options shall lapse irrevocably and the rights there under shall be extinguished.
5.	**Permanent Incapacity**	All Vested Options may be exercised by the Option Grantee or, if the Option Grantee is himself, unable to exercise due to such incapacity, the nominee or legal heir, immediately after, but in no event later than 1 (One) year from the date of such incapacity, failing which all the Unexercised Options shall lapse irrevocably and the rights there under shall be extinguished.	All the Unvested Options as on the date of such Permanent Incapacity shall vest immediately and can be exercised by the Option Grantee or, if the Option Grantee is himself unable to exercise due to such incapacity, the nominee or legal heir immediately after, but in no event later than 1 (One) year from the date of such incapacity, failing which all the Unexercised Options shall lapse irrevocably and the rights there under shall be extinguished.
6.	**Other reasons apart from those mentioned above in case of separation**	The Compensation Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.	All Unvested Options on the date of separation shall stand cancelled with effect from that date.

8.4 The Options shall be deemed to have been exercised when an Employee makes an application in writing to the Company or by any other means as decided by the Compensation Committee, for the issuance of the Equity Shares against the Options vested in him, subject to the Applicable Laws.

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

8.6 In the event of transfer of an Option Grantee from the Company to the Subsidiary Company, the Unvested Options as on the date of transfer, will continue to vest as per the original vesting schedule and capable of being exercised by the Option Grantee subject to the compliance with the Applicable Laws.

9. Lock-in

9.1 The Shares issued upon exercise of the Options shall be freely transferable and shall not be subject to any lock-in period restriction after such allotment and credit to the respective demat account; however the same shall be subject to such restrictions as maybe prescribed under Applicable Laws including the Company's Code of Conduct for prevention of Insider Trading, to regulate, monitor and report trading by insiders, under the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015, as amended.

Provided that the Shares allotted on such Exercise cannot be sold, transferred or alienated in any manner during such period as required under the terms of Code of Conduct for Prevention of Insider Trading of the Company framed under Securities Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.

10. Corporate Action

10.1 Except as hereinafter provided, any Grant made shall be subject to adjustment, by the Committee, at its discretion, as to the number and price of Options or Shares, as the case may be, in the event of 'Corporate Action'.

10.2 If there is a 'Corporate Action' of the Company before the Options granted under the RML ESOP II - 2023 are Exercised, the Grantee shall be entitled on Exercise of the Options, to such number of resultant Shares to which he/she would have been entitled as if all of the then outstanding Options Exercised by him/her, had been Exercised before such 'Change in the Capital Structure' had taken place and the rights under the Options shall stand correspondingly adjusted. In the event of a Corporate Action, the Compensation Committee, subject to the provisions of Applicable Law, shall make fair and reasonable adjustments under the Plan, as it deems fit, with respect to the number of Options, Exercise Price and make any other necessary amendments to the Plan for this purpose. The Vesting Period and life of the Options shall be left unaltered as far as possible.

10.3 In the event of severance of employment of a Grantee, as a part of reconstitution / amalgamation / sell–off or otherwise, the Options granted and not Exercised before such reconstitution / amalgamation / sell-off, shall be Exercised as per the terms and conditions determined in the relevant scheme of such reconstitution / amalgamation / sell–off not prejudicial to the interest of the Grantee.

10.4 In the event of a dissolution or liquidation of the Company, the Company will notify the Grantees as soon as practicable prior to the effective date of such dissolution or liquidation and the treatment of Options granted (whether Vested or not) shall be decided by the Committee.

11. Exit route in case of de-listing

11.1 If the Company gets de-listed from all the Recognized Stock Exchanges, then the Board of Directors in consultation with the Compensation Committee shall have the powers to set out the terms and conditions for the treatment of the Vested Options and the Unvested Options in due compliance of the Applicable Laws.

12. Other Terms and Conditions

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

12.2 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 Options / Shares covered by the Grant unless the Option Grantee Exercises the Employee Stock Option and becomes a registered holder of the Shares of the Company.

12.3 The Employee Stock Option shall not be pledged, hypothecated, mortgaged or otherwise alienated in any other manner.

12.4 If the Company issues bonus shares or rights shares, the Option Grantee shall not be eligible for the bonus or rights shares in the capacity of an Option Grantee.

12.5 Employee Stock Options shall not be transferable to any person except in the event of death of the Option Grantee, in which case the provisions in table under sub-clause 8.3(ii) would apply.

12.6 No person other than the Employee to whom the Employee Stock Option is granted shall be entitled to Exercise the Employee Stock Option except in the event of the death or Permanent Incapacity of the Option Grantee, in which case the provisions in table under sub-clause 8.3(ii) would apply.

13. Taxation

13.1 The liability of paying taxes, if any, in respect of the Employee Stock Options granted pursuant to this Plan and the Shares issued pursuant to exercise thereof shall be entirely on the Option Grantee and shall be in accordance with the provisions of the Income Tax Act, 1961 read with rules issued thereunder.

13.2 The Company shall have the right to deduct from the Employee's salary or recover any tax that is required to be deducted or recovered under the Applicable Laws. 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 shall have no obligation to deliver the Shares until the Company's tax deduction obligations, if any, have been satisfied by the Option Grantee in full.

14. Authority to vary terms

14.1 Subject to prior approval of the shareholders of the Company by way of a special resolution and the Applicable Laws, the Compensation Committee mayat any time amend, alter, vary the terms of the Plan subject to the condition that such amendment, alteration, or variation, as the case may be is not detrimental to the interestof the Employees.

Provided that the Company shall be entitled to vary the terms of the Plan to meet any regulatory requirement without seeking the 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 the Plan 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 Option Grantee and approval of the shareholders by way of a special resolution has been obtained for such re-pricing.

15. Miscellaneous

15.1 Government Regulations

The RML ESOP II - 2023 shall be subject to all Applicable Laws to the extent applicable. The Grant of the Options and allotment of the Shares to the Employees under RML ESOP II - 2023 shall be subject to the Company requiring the Employees to comply with all Applicable Laws.

15.2 **Inability to obtain authority**

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

15.3 Neither the existence of this Plan nor the fact that an individual has on any occasion been granted an Employee Stock Option shall give such individual any right, entitlement or expectation that he has or shall in future have any such right, entitlement or expectationto participate in this Plan by being granted an Employee Stock Option on any other occasion.

15.4 The rights granted to an Option Grantee upon the grant of an Employee Stock Option shall not afford the Option Grantee any rights or additional rights to compensation or damages in consequence of the loss or termination of his office or employment with the Company for any reason, whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).

15.5 The Option 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 an Employee Stock Option in whole or in part.

15.6 Participation in RML ESOP II - 2023 shall not be construed as any guarantee of return on equity investment. Any loss due to fluctuations in the market price of the Shares and the risks associated with the investments are that of the Employee alone.

16. Accounting and Disclosures

16.1 The Company shall follow the laws / regulations applicable to accounting and disclosure related to the Employee Stock Options and Accounting Standard IND AS 102 on Share- based payments and / or any relevant accounting standards as may be prescribed by the Central Government in terms of Section 133 of the Companies Act and / or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India ("ICAI") from time to time, including the disclosure requirements prescribed therein, in compliance with relevant provisions of Regulation 15 of SEBI SBEB Regulations.

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

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

17. Certificate from Secretarial Auditors

17.1 The Board shall at each annual general meeting place before the Shareholders a certificate from the Secretarial Auditors of the Company that the Plan has been implemented in accordance with the SEBI SBEB Regulations and in accordance with the resolution of the Company in the general meeting.

18. Governing Laws

18.1 The terms and conditions of the RML ESOP II – 2023 shall be governed by and construed in accordance with the Applicable Laws including the Foreign Exchange Laws mentioned below.

19. Foreign Exchange Laws

19.1 In case any Employee Stock Options are granted to any Employee being resident outside India belonging to the Company, the provisions of the Foreign Exchange Management Act, 1999 andRules or Regulations made thereunder as amended and enacted from time to time shall be applicable and the Company has to comply with such requirements as prescribed from time to time in connection with Grant, Vest, Exercise of Employee Stock Options and allotment of Equity Shares thereof.

20. Notices

20.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of the RML ESOP II – 2023 shall be in writing. The communications shall be made by the Company in any one or more of the following ways:

i. Sending communication(s) to the address of the Option Grantee available in the records of the Company; or

ii. Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; or

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

20.2 Any communication to be given by an Option Grantee to the Company in respect of RML ESOP II – 2023 shall be sent to the person at the address mentioned below or by email:

Contact Person	**:**	**MAHASHWETA AJITLAL PAMNANI**
Address	**:**	**15/B/4, New Sion CHS, Swami Vallabdas Road, Opp. SIES College, Behind D Mart Store, Sion West, Mumbai - 400022**
Email	**:**	**cs@rosemerc.in**

21. Jurisdiction

21.1 The Courts in Mumbai, Maharashtra, India shall have jurisdiction in respect of any and all matters, disputes or differences arising in relation to or out of this RML ESOP II – 2023.

21.2 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this RML ESOP II – 2023:

i. in any other court of competent jurisdiction; or

ii. concurrently in more than one jurisdiction.

22. Severability

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

23. Confidentiality

23.1 An Option Grantee must keep the details of the RML ESOP II – 2023 and all other documents in connection thereto strictly confidential and must not disclose the details with any of his peers, colleagues, co-employees or with any employee and / or associate of the Company or that of its affiliates. In case Option Grantee is found in breach of this clause on confidentiality, the Company has undisputed right to terminate any Agreement and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Company regarding breach of this clause on confidentiality shall be final, binding and cannot be questioned by the Option Grantee. In case of non-adherence to the provisions of this clause, the Board shall have the authority to deal with such cases as it may deem fit.

23.2 On acceptance of the Grant of the Option offered by the Company, it shall be deemed that the Option Grantee has authorized the Company to disclose information relating to the Option Grantee during the process of implementation of the Plan 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.

********** **End of the Plan** **********