



RAMCO SYSTEMS LIMITED

EMPLOYEE STOCK OPTION SCHEME, 2014 (ESOS 2014)

01. PURPOSE OF THE SCHEME:

The scheme envisages extending options to the employees/directors to acquire shares of Ramco Systems Limited, at a pre-determined price, in recognition of their contribution to the overall performance, making them owners of the Company, be virtue of such shareholding and as an incentive for higher performance levels.

02. CONSTITUTION, ROLE AND FUNCTIONS OF COMPENSATION COMMITTEE (CC):

- a. The CC is empowered to formulate detailed terms and conditions of the Scheme, administer and supervise the same. It shall be a Committee of the Board of Directors.
- b. The CC shall meet as required for the purpose of administering the Scheme.
- c. The CC shall select Employees/ Directors to be offered Options.
- d. The CC shall have powers to review the Scheme annually, or at other intervals as deemed necessary and approve modifications in the terms and conditions of the Scheme, if necessary, for effective fulfillment of the objectives of the scheme.
- e. The CC shall ensure that the Scheme is implemented in accordance with the Companies Act 2014, rules framed thereunder, SEBI (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999, etc as amended from time to time.
- f. No member of the CC shall be liable for any decision or action made in good faith with respect to the Scheme of the Company.
- g. The CC is empowered to constitute a working committee to assist the CC in the selection and appraisal of Employees for the participation in the Scheme and in the administration of the Scheme.

03. ADMINISTRATION OF THE SCHEME:

Notwithstanding anything stated herein, but subject to the terms of the resolution passed by the Shareholders of the Company through Postal Ballot the result of which were declared on 12th September, 2014, approving the issue of Shares to Option Grantees under an Employees Stock Option Scheme and the rules and regulations prescribed by the Ministry of Corporate Affairs, Reserve Bank of India and Securities and Exchange Board of India, the CC, in its absolute discretion has been authorized to determine all the terms governing the Scheme including any variation thereof and including, but not limited to:

- determining the Employees/ Directors to whom the Options are to be granted;
- the time when the Options are to be granted;
- the quantum of Options to be granted at various points in time;
- the number of tranches and the terms and conditions of grant for each tranche of Options;
- the criteria for determining the number of Options to be granted to Employees/ Directors;
- the number of Options to be granted tranche wise to each Employee/ Director;
- determination of Exercise Price for each tranche whether a) as the market price based on the closing price on the Stock Exchange on which the highest volume was traded on the latest preceding day prior to the date of the meeting of the CC in which options are granted CC or b) at a discount to market price;
- the terms and conditions subject to which the Options granted would vest in the Employee/ Director;
- the date of vesting of the Options granted;
- the terms and conditions subject to which the Options vested would be exercised by the Employee/ Director;
- the date within which the Options have to be exercised by the Employee/ Director;
- assignment of weightage to Company's performance, level / grade of Employee/ Director and such other criteria, for determining the grant of options including the quantum thereof;





- CC may prescribe different set of criteria for each of the tranche of options / categories / the eligible employees, with respect to the tranches, performance benchmark, tenure of service, etc. in respect of the Scheme;
- deciding the treatment of unvested Options upon termination of employment or upon a Director ceasing to hold office or of options that have lapsed due to non-exercise by any Employee(s);
- obtaining permissions from and making periodic reports to regulatory authorities, as may be required and ensuring compliance with all guidelines applicable to the Scheme;
- framing suitable policies and systems to ensure that there is no violation of Securities and Exchange Board of India (Insider Trading) Regulations, 1992 and Securities Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 1995, by any Employee/ Director;
- framing appropriate procedures for Granting, vesting and exercising of Options.
- The terms prescribed by the Compensation Committee shall be final and binding on all the Employees/ Directors.

04. COVERAGE OF THE SCHEME:

- i. The Scheme shall extend to all permanent employees on the rolls of the Company and its subsidiaries, as may be determined by the CC from time to time.
- ii. The Scheme shall extend to new recruits of the Company and its subsidiaries as may be determined by CC from time to time.
- iii. The Scheme shall not extend to Independent Directors and any Promoter or those belonging to the Promoter Group or to any Director, who either by himself or through his relative(s) or through any body corporate, directly or indirectly, hold more than 10% of the outstanding equity shares of the Company. Provided that, in the event of grant of stock options to the Non Executive Directors, the number of stock options so granted shall not exceed 4,00,000 stock options in aggregate with the number of stock options granted at any one year not exceeding 2,00,000 Stock Options.

05. CEILING ON AGGREGATE NUMBER OF OPTIONS:

Options may be granted, from time to time, to such Employees/ Directors and in such numbers as may be decided by the CC, subject to the stipulation that the aggregate Options so granted (including shares already allotted under the Scheme, but excluding any granted Options that are lapsed) shall not represent more than 10,00,000 shares at any given point of time. Where granted Options, vested or unvested, lapse due to any reason, the CC may issue / re-issue Options to the eligible Employees/ Directors as long as the aggregate number of Options (including shares already allotted under the Scheme, but excluding any granted Options that are lapsed) shall not represent more than 10,00,000 shares at any given point of time. However, in case of any corporate action(s) such as rights issue, bonus issue, merger, sale of division and others, if any additional Equity Shares are issued by the Company to the option grantees for the purpose of making a fair and reasonable adjustment to the options granted earlier, the above ceiling of 10,00,000 Equity Shares shall be deemed to be increased to the extent of such additional Equity Shares issued. The Options so issued / re-issued shall be covered by the terms and conditions of the Scheme.

In the event of the grant of stock options to Non Executive Directors of the Company (excluding Independent Directors), the number of stock options so granted shall not exceed 4,00,000 stock options in aggregate with the number of stock options granted at any one year not exceeding 2,00,000 Stock Options.

06. CEILING ON NUMBER OF OPTIONS:

No employee/ director shall be granted options during any one year, equal to or exceeding 1% of the issued capital of the Company (excluding outstanding warrants and conversions) at the time of grant of such options, except with the specific approval of the members of the Company, accorded in a general body meeting.





07. BASIS OF GRANT OF OPTIONS:

The CC would determine the number of options to be granted to various Employees, cadre-wise or on a case-by-case basis, based on broad parameters like past and current performance and potential of the individual and criticality of the position and the employee.

As the Scheme is meant to attract and retain talented / experienced persons at various levels of the Organisation, the criteria for eligibility, the number of options, vesting and exercise period, mode and frequency of exercise, etc., may be decided by the CC, taking into account various aspects like qualification, experience, past performance levels, future performance indicators, etc., of the employee, within the overall broad parameters.

In case of grant of options to Directors, the CC would determine the number of options to be granted on a case-by-case basis.

Decision of the CC with regard to eligibility criteria, the number of options granted to particular employees, nature of vesting, exercise, etc., shall be final and it shall not be subject to any dispute.

08. GRANT PROCEDURE:

The Employee/ Director identified for grant of stock option shall be intimated about the same, by means of a written or e-mail communication. The communication will be from a person, authorized in this behalf, by the CC. The communication would contain details including the number of Options granted to the Option Grantee, the Grant Date and the Exercise Price. The communication will be accompanied by (i) an Information Memorandum giving a broad picture about the performance of the company, including latest available audited financial statements, (ii) the salient features of the Scheme and (iii) an Application Form for exercising the option at the appropriate time. Alternatively, the said documents may be made accessible to the Employees/ Directors online. The Option Grantee shall be bound by the terms of grant of options as contained in the communication. The options granted to Directors will be subject to applicable provisions and rules of The Companies Act, 2013 and its amendments thereto.

09. OPTION EXERCISE PRICE:

Options granted under this Scheme shall be at a fixed Exercise Price, as decided by the CC, based on the market price, as defined herein, of the equity shares of the Company. The CC is free to decide on the Exercise Price of options, which may be equal to market price or at a discount to market price, for each tranche of grant.

10. VESTING & EXERCISE:

10.1. Vesting Period & Exercise Period:

- (a) Except as provided in Clause 10.3 herein, in respect of the grant of stock options to the employees including executive directors, the continuation in the services of the Company / Subsidiary and in respect of grant of stock options to the non executive directors, continuation as a director of the Company, shall be primary requirement of the vesting.
- (b) The standard vesting schedule of options granted under the scheme shall be as follows:
 - i. 40% of the options at the end of one year from the date of grant.
 - ii. 30% of the options at the end of the two years from the date of grant.
 - iii. 30% of the Options at the end of the three years from the date of grant.

The Options other than those vested in the first lot, shall vest on a quarterly basis. The options under the first lot shall vest at the end of one year from the date of grant.





- (c) The CC shall be free to determine any vesting and exercise schedule apart from the Standard Vesting schedule as specified in sub clause (b) above, for each tranche of option grant, which shall be limited to a maximum period of 5 years.
- (d) Subject to the provisions of sub clause (f) herein below, at the end of each Vesting Period, the employee/ director has a period of 10 years to exercise the Options covered under the said Vesting Period.
- (e) Options can be exercised in full in respect of the shares comprised in the each lot covered by such Options and not for part of any lot.
- (f) Options not exercised during any particular exercise period, can be carried forward to the subsequent exercise period(s), provided however that all the Options, have to be exercised within a period 10 years from the date of the vesting period in respect of the final lot, after which any unexercised options will lapse.

10.2. Exercising the Option:

- (a) **Options convertible into shares only:** The Options issued to the Employees/ Directors shall always be convertible into Shares, which would be issued either in physical form or electronic form, as required by the Option Grantee.
- (b) **Share in Employee/ Director name only:** Except for the case arising under clause 10.3 herein, only the Employee may exercise the Options and apply for issue of shares in his own name. The Options shall not be transferable by the Employee/ Director to any third party.
- (c) **Exercise Procedure:** The Employee/ Director shall exercise his Option(s) by submitting, during the Exercise Period, the "Exercise Application", in the format provided by the Company, along with a cheque or demand draft favoring the Company payable in Chennai or along with proof of online remittance of funds to the specified ESOS account, for the total money payable by him in respect of the Exercise Price, calculated as the number of Options exercised multiplied by the Exercise Price per Option. If the day of exercise happens to be a holiday as per the Company's rules then the same will be presumed to be exercised on the previous working day of the Company.
- (d) **Long leave provisions:** In the event of long term leave of any Employee the Vested and Unvested Options held by the Employee shall be treated as follows:
 - i. in case of leave upto a period of three months, the Options will continue to vest as well as be exercisable by the Employee.
 - ii. in case of leave for a period exceeding three months the vesting / exercise of Options will be through a duly constituted attorney of the Employee. In case the Employee does not name such constituted attorney, grant, vesting and exercise of the Option will be decided at the discretion of the CC.
 - iii. In the event of appointment of alternate director, under the provisions of the Companies Act, 2013, the stock options will continue to vest with the original director for whom an alternate director has been appointed as aforesaid.

10.3. Effect of dissociation from the Company/ Special Provision in relation to Directors:

I. For the employees (excluding the Non Executive Directors) of the Company:

- (a) In the event of an Option Grantee ceasing to be an Employee of the Company or its Subsidiary (as the case may be because of resignation or termination of employment (other than due to reasons of misconduct of the Employee), the unvested Options held by the Employee shall forthwith lapse.





- (b) Where an Employee has dissociated from the Company or its Subsidiary (as the case may be) and in the opinion of the Company is engaged in activities which are materially detrimental to the business or interests of the Company, its subsidiaries or its Employees, all the vested and unvested Options held by the Employee shall be cancelled partly or in full as a disciplinary measure at the sole discretion of the CC.
- (c) In case of termination of service of the Employee for reason of misconduct, all options, vested and unvested, shall lapse with immediate effect.
- (d) Where an Employee resigns / or his employment is terminated other than for misconduct of the Employee, in case of Options vested but not Exercised, the Employee shall have to compulsorily exercise - the Options vested so far prior to such resignation / termination within a period of 90 days from the date of exit from the Organisation. In the event that the Options are not exercised within this period, the Options not so exercised would lapse.
- (e) In the event of death of an Employee, Options vested till that date can be exercised by the nominees, or in case of there being no nominee, by the legal heirs of the deceased Employee, during the Exercise Period, as per the scheme. Options granted but not vested till such date shall vest in the nominees, or in case of there being no nominee, on the legal heirs of the deceased employee, at the end of the respective vesting period(s) and can be exercised during the relevant Exercise Period, as per the Scheme. All other terms and conditions of the Scheme shall apply to such Options.
- (f) In the event of Permanent Disability of an Employee, all Options granted to him as on date of Permanent Disability would vest in him on that day. The Options would be exercisable at any time within the Exercise Period, as per the Scheme.
- (g) In the event of severance of employment of an Employee as a part of reconstitution / amalgamation / sell-off or otherwise all Options granted to him would vest immediately and the Employee will have to exercise the Options within a period of 3 months from the date of severance. In the event that the Options are not exercised within this period, the Options would lapse.

However the Board of Directors/ Compensation Committee of the Board and/or delegates as may be authorized in whatsoever manner by the Board or by the Committee, as the case may be, may at their discretion, considering the employee welfare measures and other factors, approve increasing the period of 3 months stated above upto a maximum period of 18 months and accordingly, such employees will have to exercise the options within the extended period so determined from the date of severance.

- (h) In the event of an Employee being transferred to a Subsidiary / from a subsidiary / within the subsidiaries, at the instance of or with the consent of the Company the Employee will continue to hold all Vested Options and can exercise them anytime within the exercise period. All Unvested Options shall vest as per the vesting schedule and can be exercised at any time within the Exercise Period.
- (i) In the event of retirement of an Employee at the instance of or with consent of the Company, Employee will continue to hold all Vested Options and can exercise them anytime within the Exercise Period. All Unvested Options shall vest as per the Vesting Schedule and can be exercised at any time within the Exercise Period. This is applicable provided the Employee does not enter into competition / is employed by a competitor.
- (j) In the event that the Company finds that such Employee has entered into competition/is employed by a competitor, the CC may in its sole discretion cancel all Options, Vested or Unvested, not Exercised and held by the Employee.





- (k) Where an employee is appointed as a director, without any break in the tenure of service, the options granted to such employee shall be exercisable by him as per the original schedule of vesting and exercise, notwithstanding his appointment as a director on the Board of the Company.

II. For the Non-Executive Directors of the Company:

- (a) In the event of an Option Grantee ceasing to be a Director of the Company (as the case may be because of resignation/retirement or disqualification etc.), the unvested Options held by the Director shall forthwith lapse. The options vested upto the date of the completed quarter preceeding the date of the cessation, which have not been exercised, should be exercised within a period of 90 days from the date of such cessation. In the event that the Options are not exercised within this period, the Options not so exercised would lapse at the end of 90 days.
- (b) Stock options granted to an additional director/alternate director, who has been appointed as a director of the Company by the members at the end of their tenure, shall deemed to be continuously in force notwithstanding their change in status of their directorship on the Board.
- (c) Stock options granted to a director shall deemed to be continuously in force, notwithstanding the retirement of a director either by rotation or at the end of the tenure, unless such director is not re-appointed. The stock options granted to the director, who has not sought re-election/expressed his desire not to offer himself for re-appointment/ not been re-appointed by members, shall be dealt in accordance with the provision enumerated in clause (a) hereinabove.
- (d) In the event that the Company finds that the director has entered into competition/is employed by a competitor, the Compensation Committee may in its sole discretion cancel all Options, Vested or Unvested, not Exercised and held by the Employee.
- (e) In the event of a Non Executive Director, who has been granted stock options, becomes an Executive Director without break in the tenure of service, Notwithstanding his change in the status of directorship, the stock options granted to such director when he was a non executive director shall continue to vest and be exercisable as per the original schedule of grant, to the extent the same does not conflict with the terms of employment as Executive Director.
- (f) In the event of an Executive Director, who has been granted stock options, ceases to hold his office as such and continues as a non executive director on the Board of the Company, without any break in the tenure as a director, the stock options held by the director whilst he was an executive director shall continue to be held as a non executive director and be exercisable as per the original schedule of grant, notwithstanding his change in the status of the directorship.
- (g) In the event of a Non Promoter Director, who had been granted stock options earlier, becomes a promoter director, all the stock options which had not been exercised as at the date when he had become a promoter director shall lapse.
- (h) In the event of a director, who had been granted stock options earlier, holds shares or become entitled to a voting rights carrying more than 10% of the total share capital or the total voting power of the Company as the case may be, at any time during the vesting period, then the options not exercised, as at the date of the shareholding of the director becoming equal to or more than 10% of the shareholding or voting power, shall lapse forthwith.
- (i) Where a Director has dissociated from the Company and in the opinion of the Company is engaged in activities which are materially detrimental to the business or interests of the Company, or its subsidiaries, all the vested and unvested Options held by the Director shall be cancelled partly or in full at the sole discretion of the Compensation Committee.





- (j) In the event of death of a Director, all Options vested till that date can be exercised by the nominees, or in case of there being no nominee, by the legal heirs of the deceased director, during the Exercise Period, as per the scheme. Options granted but not vested till such date shall vest in the nominees, or in case of there being no nominee, on the legal heirs of the deceased Director, at the end of the respective vesting period(s) and can be exercised during the relevant Exercise Period, as per the Scheme. All other terms and conditions of the Scheme shall apply to such Options.
- (k) In the event of Permanent Disability of a Director, subject to the applicable provisions of the SEBI Guidelines, all Options granted to him as on date of Permanent Disability would vest in him on that day. The Options would be exercisable at any time within the Exercise Period, as per the Scheme.

11. SHARES:

11.1. Issue of Shares:

- (a) Only the Option Grantee to whom options have been granted under the Scheme can exercise the particular Options and apply for issue of Shares. The shares would be issued in his/her own name only.
- (b) The Options issued to the Employees/ Directors shall always be convertible into Equity Shares of the Company.
- (c) Each Option entitles the Option Grantee to apply for and be allotted one equity share, of the face value of Rs.10/- each or such other face value as may be prevalent from time to time.
- (d) The shares shall be issued in physical form or in electronic form, as required by the Option Grantee in writing.
- (e) After the Options are converted into Shares pursuant to exercise of the Options, the Shares issued to the Option Grantee shall be subject to the terms and conditions as mentioned below.

11.2. Ranking of Shares:

The Shares issued on the exercise of Options shall rank pari-passu with all the existing equity shares of the Company. The Shares issued on the exercise of Options shall be eligible for full year's dividend for the year in which it is issued.

11.3 Listing of Shares:

The Shares issued on exercise of the Options shall be listed on all the stock exchanges where the Company's equity Shares are listed for the time being and will be subject to terms and conditions of the listing agreements with the stock exchanges in addition to the terms and conditions of the Scheme.

11.4 Buy-back:

The Shares issued pursuant to any exercise of Options, along with other Shares issued by the Company, pursuant to applicable laws and procedures, may be subject to an approved scheme of buy-back by the Company.

11.5 Company's Lien:

The Option Grantee agrees that the Company shall, at all times, have the first lien on all such shares which forms the subject matter of this agreement, whether allotted consequent to exercise of original option granted or by way of bonus or rights issue, or in any other way resulting in grant of options, to recover any and all amounts, of any nature whatsoever, payable by the Option Grantee either to the Company (in





discharge of any agreement with the Company) or to any statutory authority in discharge of any obligation with regard to the Scheme.

11.6 FEMA:

Where the Employee/ Director is or remains, at the time of the issue of Shares pursuant to the Scheme, a Non Resident, the issue will be made according to applicable provisions of the Foreign Exchange Management Act, 1999 and the Rules made thereunder. It shall be the obligation of the Employee/ Director to submit necessary details or documents for the purpose of Company's Compliance with the requirements of the Foreign Exchange Management Act, 1999 and the Rules made thereunder.

12. BENEFITS OF OPTION GRANTEE:

a) **Change in par value of the share:** Where the Options have vested (but not exercised) or not vested, should any changes be made to the par value of the equity Share of the Company by reason of consolidation, sub-division, or conversion of Shares into Stock, appropriate adjustments shall be made either to the number of Options or the Exercise Price of Options granted, to reflect such change without in any way affecting the rights of the said Option Grantee, and also prevent a dilution or enlargement of benefits of Scheme.

b) **Bonus Issue:** Where the Options have vested (but not exercised) or not vested, should the equity share capital of the Company be increased by capitalization by bonus issue, appropriate adjustments shall be made either to the number of Options or the Exercise Price of Options granted, to reflect such change without in any way affecting the rights of the said Option Grantee and also preventing any dilution or enlargement of benefits of the Scheme.

In the event of a bonus issue of shares during the Vesting Period, in relation to the Unvested Options only, the Option Grantee would be entitled to apply for and be allotted proportionately higher number of Options, exercisable on the same terms as of the original Options except the Exercise Price. The per Option Exercise Price of aggregate of original Options and bonus Options will be the aggregate Exercise Price of the number of Options eligible for Grant of bonus Options, divided by the aggregate number of original Options (eligible for bonus Options) and bonus Options. For the purpose of the Vesting Period and Exercise Period, the Bonus Options will be treated at par with the original Options on which the bonus Options have been issued.

As regards vested but unexercised Options, in the event of a bonus issue, the Option Grantee would be entitled to immediately exercise the Options irrespective of the stipulation regarding exercise as detailed out in clause 10. In case the Option Grantee does not exercise the vested Options 2 weeks before the record date fixed by the Board of Directors for determining Shareholders eligible for bonus Shares, the Option Grantee would not be eligible for the above said bonus Options.

c) **Rights Issue:** In the event of a rights issue of securities being made by the Company during the Vesting Period, adjustment, if any, to the Exercise Price and number of Options of the said Option Grantee would be decided by the CC at its absolute discretion.

d) **Effect of merger etc., of the company:** In the event of (1) a merger or amalgamation in which the Company is not the surviving entity or (2) a reverse merger in which the Company is the surviving entity but the Shares of the Company's un-issued Share capital immediately preceding the merger are converted by virtue of the merger in to other property, whether in the form of securities, cash or otherwise then to the extent permitted by the applicable law any surviving entity shall assume any Options outstanding under the Scheme or shall substitute similar Options for those outstanding under the Scheme. In the event any surviving entity refuses to assume or continue such Options or to substitute similar Options for those outstanding under the Scheme, then such Vested Options shall be terminated if not exercised prior to such event. In the event of a dissolution or liquidation of the Company, any vested Options outstanding





under the Scheme shall be cancelled if not exercised prior to such event and no compensation shall be payable in respect of the Options so cancelled.

13. Obligations of an Option Grantee:

- a. **Confidentiality:** The Option Holder shall not divulge the details of the Scheme and his holdings to any person except with the prior permission of the Company obtained in writing.
- b. **Insider Trading Regulations:** The Option Grantee shall not utilize any unpublished information available at his disposal to indulge in insider trading as prohibited under the SEBI (Insider Trading) Regulations 1992 and shall give an undertaking to this effect in a form prescribed by the Company.
- c. **Non-Transferability of Options:** The Options held by the Option Grantee are not transferable. The Option Grantee /Holder shall not pledge / hypothecate / charge / mortgage / assign or in any other manner alienate or dispose off the Options.
- d. **Tax Liability:**
 - i. In the event of any tax liability, including any tax liability due to change in the tax laws relating to ESOS, arising on account of the issue of the Options / conversion into Shares / sale of Shares or any other event, to the Option Grantee, such tax liability shall be that of the Option Grantee alone.
 - ii. In the event of any tax liability, including any tax liability due to change in the tax laws relating to ESOS, the Company on the advise of the CC shall have the right to call upon the Option Grantees to pay.
 - iii. In the event of Option Grantee exercising the Options during his Notice Period in the Company, it shall be the obligation of the Option Grantee to pay, if required, all taxes which may be required to be deducted by the Company from Option Grantee's salary.

14. General Risks:

Participation in this Scheme shall not be construed as any guarantee of return on the equity investment. Any loss due to fluctuations in the market price of the equity and the risks associated with the investments is that of the Option Grantee alone.

15. Restrictions on the rights of Option Grantee:

The Option Grantee is not entitled to any rights which the Shareholders enjoy including voting rights and rights in the Company as to dividend prior to conversion of Options into Shares and CC may also stipulate lock in period for the Shares issued pursuant to exercise of Options.

16. Appointment of Nominee:

The Option Grantee may appoint in terms of the scheme, his spouse / parent(s) / child (ren) (in the case of minor child (ren) through a guardian) or any other person as nominee(s) for the purpose of exercising the rights subject to the obligations of the Option Grantee, in the event of death of the Option Grantee, The Option Grantee concerned shall appoint such nominee(s) as per the Form prescribed. The Option Grantee has the right to revoke such nomination at any time and a fresh nomination may be made on such revocation. If the Option Grantee does not have a spouse / parent(s) / child(ren) surviving, any other person may be nominated. The nominee specified as aforesaid shall alone be entitled to exercise the rights of the Option Grantee concerned and the Company shall not be liable in relation to any rights and obligations amongst the legal heirs inter se of the Option Grantee concerned. In the absence of nomination or in the event of death of the nominee before exercising the options under the Scheme, the legal heirs of the Option Grantee shall have the right to exercise the options as vested on the Option Grantee on his death.





17. Government Regulations:

This Scheme shall be subject to all applicable laws, rules, regulations, notifications and to such approvals by any governmental agencies as may be required. The Grant of Options under the ESOS shall entitle the Company to require the participants in the Scheme to comply with such requirements of law, from time to time, as may be necessary in the opinion of the Company.

18. Changes in terms and conditions of the Scheme:


The Company or the CC, as the case may be, may, at any time, in exercise of the powers vested by the members of the Company in the general meeting approving the introduction of the Scheme, at its discretion, change the terms and conditions of the Scheme in order to comply with the SEBI Guidelines or any other laws / enactments, or amendments thereto, that have a bearing on the Scheme. Such change however will not be to the detriment of the Option Grantee / Holder.

19. Interpretation:

In the event of a conflict between the terms and conditions of the Scheme and the terms and conditions of the Agreement entered into by the Company and the Option Grantee as relating to the Scheme, the terms and conditions of the Scheme shall prevail. Any dispute, discrepancy or disagreement which shall arise under, or as a result of, or pursuant to, or in connection with the Scheme / agreement, shall be referred to the CC and shall be determined by the CC and any such determination / decision / interpretation by the CC shall be binding on all persons affected thereby. Any dispute that may arise as relating to any clause in the Scheme and / or this agreement shall be subject to the exclusive jurisdiction of the courts in Chennai.

20. Period of the Scheme: The maximum period within which the options shall be vested is upon the completion of 5 (five) years from the date of Grant of Option and the Exercise Period shall expire not later than 10 (Ten) years from the date of final vesting. Within these outer limits, the Compensation Committee may fix such vesting period and exercise period, as it may deem fit.

For RAMCO SYSTEMS LIMITED


G. VENKATRAM
COMPANY SECRETARY