



**AXIS FINANCE LIMITED**

**CIN:** U65921MH1995PLC212675

**Reg. Office:** Axis House, Ground Floor, Wadia International Centre, Worli, Mumbai – 400 025

**Tel No.:** 022 – 2425 2525; **Fax No.:** 022 – 4325 3000

**E-mail ID:** [corporate.secretarial@axisfinance.in](mailto:corporate.secretarial@axisfinance.in); **Website:** [www.axisfinance.in](http://www.axisfinance.in)

**NOTICE OF EXTRA-ORDINARY GENERAL MEETING**

Notice is hereby given that an Adjourned Extra-Ordinary General Meeting ('EGM') of the Members of Axis Finance Limited ('the Company') (which had been convened on Friday, August 22, 2025 and was adjourned for want of quorum as per Section 103(2)(a) of Companies Act, 2013) will be held on Friday, August 29, 2025 at 11:00 a.m. (IST) through Video Conferencing ('VC') / Other Audio-Visual Means ('OAVM'), to transact the following special business:

**Item No. 1:**

**1. Approval and Adoption of Axis Finance Employee Stock Option Plan 2025**

To consider and if thought fit to pass with or without modification, the following resolution as **Special Resolution:**

**"RESOLVED THAT** pursuant to the provisions of section 62(1)(b) of the Companies Act, 2013 ('Act') read with Rule 12 of the Companies (Share Capital and Debenture) Rules, 2014 ('Rules') as amended from time to time, and all other applicable provisions, if any, of the Act and Rules and in accordance with the Articles of Association of Axis Finance Limited ('the Company'), applicable provisions of any regulations / guidelines prescribed by the Securities and Exchange Board of India ('SEBI') (if any) and all other applicable laws, rules and regulations, if any, and subject to such other approvals, permissions and sanctions as may be necessary and such conditions and modifications as may be prescribed or imposed while granting such approvals, permissions and sanctions and pursuant to the recommendation of the Nomination and Remuneration Committee of the Company ('NRC') and approval of the Board of Directors of the Company ('Board'), consent of the Members of the Company be and is hereby accorded for introduction, formulation and implementation of 'Axis Finance Employee Stock Option Plan 2025' ('ESOP 2025 / Plan / Scheme') the salient features of which are provided in the explanatory statement annexed hereto and authorizing the Board (which term shall be deemed to include any committee, including the NRC, which the Board has constituted / designated to exercise certain powers, including the powers conferred by this resolution) to create, grant, offer, issue and / or allot from time to time, in one or more tranches, employee stock options ('Options') not exceeding 3,60,65,668 (Three Crore Sixty Lakh Sixty Five Thousand Six Hundred and Sixty Eight) in number, in aggregate, to or for benefit of 'Eligible Employees' as defined in ESOP 2025 from time to time, with each such Options exercisable into equity share(s) of the Company, as determined by the NRC, which would in aggregate be exercisable into not more than 3,60,65,668 (Three Crore Sixty Lakh Sixty Five Thousand Six Hundred and Sixty Eight) equity shares of face value Rs.10/- (Rupees Ten Only) each, in one or more tranches, at an exercise price as decided from time to time by the NRC and on such terms and conditions determined by the NRC in accordance with applicable laws at the time of grant, and as contained in the ESOP 2025 and to provide for grant (subject to limits as specified in the ESOP 2025) and subsequent vesting and exercise of Options by Eligible Employees in the manner and method contained in the ESOP 2025 and / or as the NRC



may decide, from time to time, in accordance with the provisions of the applicable laws;

**RESOLVED FURTHER THAT** the equity shares of the Company to be issued and allotted as per the terms of the ESOP 2025 as mentioned herein shall rank pari-passu with the existing equity shares of the Company, for all purposes;

**RESOLVED FURTHER THAT**, in case of any corporate action(s) such as rights issue, bonus issue, split or consolidation of shares, merger / amalgamation or sale of division / undertaking or other re-organization, etc. the number of above-mentioned Options in ESOP 2025 shall be appropriately adjusted;

**RESOLVED FURTHER THAT** subject to provisions of ESOP 2025 and applicable laws prevailing at that point of time, consent of the members of the Company be and is hereby also accorded to the NRC to re- grant the Options lapsed, if any, under the ESOP 2025;

**RESOLVED FURTHER THAT** the Board be and is hereby authorized to delegate all or any powers conferred herein to the NRC;

**RESOLVED FURTHER THAT** the Board and NRC be and are hereby authorized to do all such acts, deeds, matters and things, as it may deem fit and necessary in this regard and to settle all such questions, difficulties or doubts whatsoever that may arise and take all such steps and decisions in this regard;

**RESOLVED FURTHER THAT**, any of the Directors and Key Managerial Personnel of the Company are hereby severally authorized to certify the true copy of the aforesaid resolution."

**On behalf of the Board of Directors,  
For Axis Finance Limited**

sd/-  
**Rajneesh Kumar**  
**Company Secretary**  
**Membership No.: A31230**

**Place:** Mumbai  
**Date:** August 26, 2025

## Notes:

1. The explanatory statement setting out the material facts pursuant to section 102 of the Companies Act, 2013 relating to special business to be transacted at the meeting is annexed hereto.
2. Pursuant to General Circulars No.14/2020 dated April 8, 2020, No.17/2020 dated April 13, 2020, No. 03/2022 dated May 5, 2022, No. 11/2022 dated December 28, 2022, No. 09/2023 dated September 25, 2023 and No. 09/2024 dated September 19, 2024, issued by the Ministry of Corporate Affairs (collectively referred to as 'MCA Circulars'), the Company is convening the Extra-ordinary General Meeting ('EGM') through Video Conferencing ('VC') / Other Audio Visual Means ('OAVM'), without the physical presence of the Members at a common venue. Since, EGM is being held through VC / OAVM, appointment of proxy has been dispensed with pursuant to MCA circulars. Accordingly, proxy forms and attendance slips are not annexed to this Notice.
3. In compliance with the applicable provisions of the Companies Act, 2013 (the 'Act'), and MCA Circulars, the EGM of the Company is being held through VC/OAVM on Friday, August 29, 2025 at 11:00 a.m. (IST). The proceedings of the EGM will be deemed to be conducted at Axis House, Ground Floor, Wadia International Centre, Worli, Mumbai – 400 025, which shall be deemed venue of the EGM.
4. Since the EGM will be held through VC / OAVM, the Route Map is not required and hence not annexed to this Notice.
5. Corporate members intending to appoint their authorized representatives to attend the meeting in terms of section 113 of the Companies Act, 2013 are requested to send to the Company at [corporate.secretarial@axisfinance.in](mailto:corporate.secretarial@axisfinance.in) a certified true copy of the Board Resolution / Corporate Authorization authorizing their representative to attend and vote on their behalf at the Meeting.
6. All documents referred to in the Notice and the Explanatory Statement, and requiring Member's approval, and such statutory records and registers, as are required to be kept open for inspection under the Companies Act, 2013, shall be available for inspection by the Members at the Registered Office of the Company between 10.00 a.m. to 11.00 a.m. on all working days from the date hereof up to the date of the meeting and also available in electronic mode to the member upon receipt of a request for the same by the Company Secretary at [corporate.secretarial@axisfinance.in](mailto:corporate.secretarial@axisfinance.in) up to the date of the meeting.
7. The attendance of the Members attending the EGM through VC/OAVM will be counted for the purpose of reckoning the quorum under Section 103 of the Act. The Members will be allowed to pose questions during the course of the EGM. The queries can also be given in advance by e-mail at [corporate.secretarial@axisfinance.in](mailto:corporate.secretarial@axisfinance.in)
8. In case of joint holders attending the meeting, only such joint holder who is higher in the order of names will be entitled to vote.
9. EGM Notice will also be available on the website of the Company [www.axisfinance.in](http://www.axisfinance.in)
10. In line with the MCA Circulars, Notice of the EGM along with the Explanatory Statement is being sent only through electronic mode to those Members whose e-mail addresses are registered with the Company.



11. The Members can join the EGM in the VC/OAVM mode 15 minutes before and 15 minutes after the scheduled time of the commencement of the EGM by following the procedure mentioned in the Notice.

## **12. INSTRUCTIONS FOR MEMBERS ATTENDING THE EGM THROUGH VC/OAVM:**

- The Members will be provided with a facility to attend the EGM through VC/OAVM through the Microsoft Teams platform and they may access the same from the link sent on their e-mail. On clicking the link written as 'Join the meeting now' as provided by the Company, the Members will be able to attend and participate in the proceedings of the EGM and pose questions.
- Members may join the EGM through Laptops, Smartphones, Tablets and iPads for a better experience. Further, Members will be required to allow a camera and to use the Internet at a good speed to avoid any disturbance during the EGM. Please note that participants connecting from Mobile Devices or Tablets or through Laptops connecting via mobile hotspot may experience Audio/Video loss due to fluctuation in their respective networks. It is therefore recommended to use stable Wi-Fi or LAN connection to mitigate any kind of glitches.
- The Chairman shall, at the EGM, at the end of discussion on the resolutions on which voting is to be held, allow voting, for all those Members who are present during the EGM through VC/OAVM.
- Only those Members who will be present at the EGM through VC/OAVM facility and are otherwise not barred from doing so, shall be eligible to vote at the EGM.
- Members who need assistance before or during the EGM may contact Rajneesh Kumar, Company Secretary by e-mailing at [corporate.secretarial@axisfinance.in](mailto:corporate.secretarial@axisfinance.in)
- Shareholders who have any queries relating to the items of business being considered at this EGM, may send the same in advance mentioning their name, demat account number, email id, mobile number at [corporate.secretarial@axisfinance.in](mailto:corporate.secretarial@axisfinance.in). The same shall be addressed by the Company suitably.
- The EGM shall be conducted through the Microsoft Teams platform and as the number of members is less than 50, the Chairman may decide to conduct the voting by show of hands, unless demand for a poll is made by any member in accordance with Section 109 of the Act. In case of a poll on any resolution at the EGM, Members are requested to convey their vote at [corporate.secretarial@axisfinance.in](mailto:corporate.secretarial@axisfinance.in)

## Explanatory Statement pursuant to section 102 of the Companies Act, 2013:

### Item No. 1:

The employees stock options ("Options") is a useful tool to attract, retain and motivate the best available talent and to reward them for performance. This also provides an opportunity to employees to participate in the growth of the Company, besides creating long term wealth in their hands.

The Axis Finance Employee Stock Option Plan ('ESOP 2025' or 'Plan' or 'Scheme') proposed to be introduced is aimed at retaining best talent in the Company.

ESOP 2025 is drawn in accordance with the Companies Act, 2013 and rules made thereunder and other applicable laws. The Scheme has been recommended and approved by the Nomination and Remuneration Committee of the Company ('the Committee') at its meeting held on August 18, 2025, having an ESOP pool of 3,60,65,668 (Three Crore Sixty Lakh Sixty Five Thousand Six Hundred and Sixty Eight) stock options convertible into equal number of equity shares of the Company and approved by the Board of Directors of the Company ('the Board') at their meeting held on August 19, 2025, subject to the approval of the shareholders of the Company ('Members').

The Members are hereby informed that the Company is adopting the Scheme for the first time and the primary objective of ESOP 2025 is to:

- Reward the eligible employees, for their association, dedication and contribution to the goals of the Axis Finance
- Enable employees to participate, directly or indirectly, in the long-term growth and financial success of the Axis Finance as an active stakeholder creating a strong culture of ownership
- Attract, retain and motivate talent required to fuel growth plans of Axis Finance; and
- Reward high performance by motivating them to contribute to the overall corporate growth and profitability.

In terms of Section 62(1)(b) and all other applicable provisions, if any, of the Companies Act, 2013 read with the Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014, the Company shall not offer shares to its employees under any employees' stock option scheme, unless, the issue of the employee's stock option scheme has been approved by the Members by passing a special resolution.

The resolution contained at Item no. 1 seeks to obtain the Members' approval to authorize the Committee to create, grant, issue, offer and allot Options in one or more tranches, from time to time, to the employees of the Company under the ESOP 2025 and undertake such action as may be necessary for the administration of the Options.

The salient features and other details of ESOP 2025, as required under Rule 12(2) of the Companies (Share Capital and Debentures) Rules, 2014 are as under:

Sr. No.	Particulars	Remarks
1.	Brief Description of ESOP 2025	<p>The primary objectives of ESOP 2025 are:</p> <ol style="list-style-type: none"><li>Reward the eligible employees, for their association, dedication and contribution to the goals of the Axis Finance</li></ol>



Sr. No.	Particulars	Remarks
		<p>b. Enable employees to participate, directly or indirectly, in the long-term growth and financial success of the Axis Finance as an active stakeholder creating a strong culture of ownership</p> <p>c. Attract, retain and motivate talent required to fuel growth plans of Axis Finance; and</p> <p>d. Reward high performance by motivating them to contribute to the overall corporate growth and profitability.</p>
2.	Total number of stock options to be granted	: Total options to be granted under the ESOP 2025 shall not exceed 3,60,65,668 (Three Crore Sixty Lakh Sixty-Five Thousand Six Hundred and Sixty-Eight) options, to the eligible employees in one or more tranches, from time to time, which in aggregate are exercisable into not more than 3,60,65,668 (Three Crore Sixty Lakh Sixty-Five Thousand Six Hundred and Sixty-Eight) shares of face value of Rs. 10/- (Rupees Ten only) each fully paid up, with each such Option conferring a right upon the Eligible Employees to apply for one share in the Company in accordance with the terms and conditions as may be decided under the ESOP 2025.
3.	Identification of classes of employees entitled to participate in the Employees Stock Option Scheme	: "Employee" until shares of the Company are listed on a recognized stock exchange, shall mean: <p>a) a permanent employee of the Company who has been working in India or outside India; or</p> <p>b) a director of the Company, whether a whole-time director or not, but at all times excluding an Independent Director of the Company.</p> <p>c) an employee as defined in clause (a) or (b) of a subsidiary, in India or outside India, or of a holding company of the company</p> <p>but shall not include -</p> <p>(i) an employee who is a promoter or a person belonging to the promoter group; or</p>





Sr. No.	Particulars	Remarks
		<p>(ii) a director who either himself or through his relative or through any body corporate, directly or indirectly, holds more than ten percent of the outstanding equity shares of the Company.</p> <p>(iii) a non-executive director including an independent director within the meaning of the Companies Act, 2013 and Regulation 16(b) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 on the board or the board of directors of its holding company or subsidiaries.</p>
4.	Appraisal process for determining the eligibility of employees to participate in the Employees Stock Option Scheme	: Appraisal process for determining the eligibility of the employees will be based on designation, period of service, performance linked parameters such as work performance and such other criteria as may be determined by the Committee at its sole and absolute discretion, from time to time.
5.	Requirements of vesting and period of vesting	<p>: <u>Requirements and period of vesting:</u></p> <p>Options granted under this Plan shall vest not earlier than 1 (one) year and not more than 4 (four) years from the grant date.</p> <p>Vesting of Options would be subject to continued employment with the Company, including with the holding company or subsidiary companies, of the Company, after transfer of employment to any of the above companies, as the case may be, and such other performance conditions (including but not limited to the employee's, employee's department's, Company's performance, determined on the basis of enrolments, ranks, revenue and profitability or any other performance condition the Committee may decide at its discretion) as may be determined by Committee and prescribed in the Letter of Grant.</p> <p>The vesting of Options granted to the employees may expire or lapse or forfeit or accelerate (as the case maybe) in the following circumstances:</p> <p>(i) If the Option grantee / nominee</p>



Sr. No.	Particulars	Remarks
		<p>does not exercise his vested Options within the exercise period as specified by terms of this Plan, the options shall automatically lapse at the end of the exercise period and the vested Options will automatically lapse without any obligations whatsoever on the Company (including the Committee) and no rights in that regard will accrue to the option grantee after such date.</p> <p>(ii) In the event of termination and cessation of employment of an employee with the Company on account of the following circumstances:</p> <p>a. <u>Resignation / Termination / dismissal or severance of employment due to reasons of non-performance:</u></p> <ul style="list-style-type: none"> <li>all <b>Vested Options</b> can be exercised within 3 (three) months from the last working day in the Company and where no exercise window is provided by the Company during the 3 (three) months as set out herein, then during the exercise window that is provided by the Company immediately after.</li> <li>All <b>Unvested Options</b> shall stand cancelled with effect from the last working day of the Employee in the Company.</li> </ul> <p>b. <u>Resignation during authorized long leave:</u></p> <ul style="list-style-type: none"> <li>all <b>Vested Options</b> can be exercised within 3 (three) months from the last working day in the Company and where no exercise window is provided by the Company during the 3 (three) months as set out herein, then during the exercise window that is provided by the Company immediately after.</li> <li>All <b>Unvested Options</b> (including Vested Options which may have vested during the tenure of such authorized long leave) shall stand cancelled with effect from the date</li> </ul>





Sr. No.	Particulars	Remarks
		<p>on which resignation is submitted by the employee.</p> <p>c. <u>In case of termination of employment due to misconduct:</u></p> <ul style="list-style-type: none"> <li>all <b>Vested and Unvested Options</b> which were not exercised at the time of such termination shall stand cancelled with effect from the effective date of such termination.</li> </ul> <p>d. <u>Suspension / Issuance of Show Cause Notice / Disciplinary Proceedings:</u></p> <ul style="list-style-type: none"> <li>All the unexercised <b>Vested Options</b> shall stand suspended. Such vested Options cannot be exercised, unless the suspension is revoked or disciplinary proceedings initiated against him / her are completed and the concerned Eligible Employee has been absolved of all the allegations. It is clarified that, upon conclusion of disciplinary proceedings, if any of the following penalties are imposed on the Eligible Employee: (a) warning or censure; or (b) withholding of increments / revision of pay; or (c) withholding of promotion; or (d) reduction to lower grade or salary; the right to exercise Vested Options, which had earlier been suspended upon initiation of disciplinary proceedings, shall be reinstated and consequently such vested Options will not lapse and the concerned Eligible Employee will be entitled to exercise his / her vested Options, in terms of the Scheme. In case of vested Options which could not be Exercised on account of such disciplinary proceedings and within the exercise period as specified by terms of this Plan of said Options has expired, then in such cases the concerned eligible Employee will be allowed to exercise such vested Options, within a period of 3 (three) months from the date of issuance of directives or during the exercise window that is provided by the Company immediately after.</li> </ul>



Sr. No.	Particulars	Remarks
		<ul style="list-style-type: none"> <li>All the <b>Unvested Options</b> shall stand suspended unless the suspension is revoked or disciplinary proceedings initiated against him / her are completed and the concerned Eligible Employee has been absolved of all the allegations.</li> </ul> <p>e. <u>Retirement:</u></p> <ul style="list-style-type: none"> <li>All <b>Vested Options</b> as on date of retirement may be exercised by the option grantee within the applicable exercise period as specified by terms of this Plan.</li> <li>Prior to Listing, all the <b>Unvested Options</b> shall be vested in an accelerated manner, as of / prior to the date of retirement, subject to fulfillment of the minimum Vesting Period of 1 (One) year. Post Listing, all the <b>Unvested Options</b> as on the date of retirement would continue to vest in accordance with the original Vesting schedules/terms, even after retirement and can be exercised within the applicable exercise period as specified by terms of this Plan.</li> <li>In case of the Managing Director and Whole-Time Director(s) of the Company to whom the options have been granted retires, or vacates his / her office upon expiry of any employment contract or extension thereof, then in such case all options granted till such date of retirement / vacation of office / expiry of the employment contract, shall vest immediately on that date, subject to fulfillment of the minimum Vesting Period of 1 (One) year.</li> </ul> <p>f. <u>Death:</u></p> <ul style="list-style-type: none"> <li>All the <b>Vested Options</b> may be exercised by the option grantee's nominee or legal heirs within the exercise period as specified by terms of this Plan. The said legal heir(s) / nominee(s) shall step into the shoes of said deceased eligible employee, with regard to unexercised Vested</li> </ul>



Sr. No.	Particulars	Remarks
		<p>Options and Unvested Options, subject to the submission and verification of requisite documents evidencing their claim as legal heir(s) / nominee(s) of the said deceased Eligible Employee and upon confirmation by the Company, the provisions of the Plan shall be applicable and binding on them, mutatis mutandis.</p> <ul style="list-style-type: none"> <li>• All the <b>Unvested Options</b> as on the date of death shall vest immediately and may be exercised by the Option Grantee's nominee or legal heir within the Exercise Period as specified by terms of this Plan. The minimum Vesting Period of 1 (one) year shall not be applicable in this case.</li> </ul> <p>g. <u>Permanent Disability:</u></p> <ul style="list-style-type: none"> <li>• All the <b>Vested Options</b> may be exercised by the option grantee or their legal heir / nominee within the Exercise Period as specified by terms of this Plan.</li> <li>• All the <b>Unvested Options</b> as on the date of incurring such disability shall vest immediately and may be exercised by the Option Grantee or their legal heir / nominee within the exercise period as specified by terms of this Plan. The minimum Vesting Period of 1 (one) year shall not be applicable in this case.</li> </ul> <p>h. <u>Transfer or deputation to subsidiary, or holding company of the Company:</u></p> <ul style="list-style-type: none"> <li>• All the <b>Vested Options</b> as on date of such transfer or deputation, can be exercised as if the employment / service is continuing.</li> <li>• All the <b>Unvested Options</b> as on date of such transfer or deputation shall continue to vest as per original vesting schedule.</li> </ul> <p>i. <u>Any Other Reason:</u></p> <ul style="list-style-type: none"> <li>• The Committee at its sole and absolute discretion would decide</li> </ul>



Sr. No.	Particulars	Remarks
		<p>the treatment of <b>Vested and Unvested</b> Options and such decision shall be final and binding.</p> <p>j. <u>Transfer to Group Company:</u></p> <p>Prior to Listing, in case of transfer of an Option Grantee to a Group Company or to an Associate Company, the Committee at its sole and absolute discretion may vest all or a part of the <b>Unvested Options</b> or none of the <b>Unvested Options</b> held by such Grantee in an accelerated manner, prior to the date of such transfer, subject to fulfillment of the minimum Vesting Period of 1 (One) year.</p> <p>Post Listing, subject to Applicable Laws including obtaining requisite approval of the shareholders of the Company, in case of transfer of an Option Grantee to a Group Company or to an Associate Company, the Vesting of <b>Unvested Options</b> shall continue as per the applicable Vesting schedule(s) / terms and shall be available for Exercise by the Option Grantee upon completion of Vesting, within the exercise period as specified by terms of this Plan.</p> <p>k. <u>Transfer to Associate Company:</u></p> <p>Prior to Listing, in case of deputation of an Option Grantee (where such Option Grantee will continue to be employed by the Company, its Holding Company or Subsidiary), the Vesting of <b>Unvested Options</b> shall continue as per the applicable Vesting schedule(s) / terms and shall be available for Exercise by the Option Grantee upon completion of Vesting, within the exercise period as specified by terms of this Plan.</p> <p>Post Listing, subject to Applicable Laws including obtaining requisite approval of the shareholders of the Company, this clause shall apply in case of any deputation where</p>



Sr. No.	Particulars	Remarks
		<p>employment of the Option Grantee shall continue with the Company, its Holding Company, Subsidiary, Group Company or Associate Company, as applicable.</p> <p>I. <u>Breach of confidentiality:</u></p> <ul style="list-style-type: none"> <li>In case an option grantee is found in breach of the confidentiality clause under ESOP 2025, all unexercised options (<b>Vested Options and Unvested Options</b>) shall stand cancelled immediately.</li> </ul>
6.	Maximum period within which the options shall be vested	: Options granted under this Plan shall vest over a period of not more than 4 (Four) Years
7.	Exercise price or the formula for arriving at the same	: The exercise price per share shall be at par or at discount to the fair market value of the shares determined at the date of grant as may be decided by the Committee
8.	Exercise period and process of exercise	<p>: <u>Exercise Period:</u></p> <p>Subject to clause 9 of the ESOP 2025 (i.e. in case of termination and cessation of employment), the exercise period in respect of a <b>Vested Option</b> shall be subject to a maximum period of 8 (Eight) years commencing from the date of respective vesting of Options.</p> <p>Post Listing, (a) the Exercise Period in respect of Options which vest after Listing shall be a maximum period of <b>5 (Five)</b> years commencing from the date of respective Vesting of Options; and (b) the Exercise Period in respect of Options which vest prior to Listing shall be (i) a maximum period of <b>8 (Eight)</b> years commencing from the date of respective Vesting of Options or (ii) a maximum period of <b>5 (Five)</b> years commencing from the date of respective Vesting of Options, whichever is earlier.</p> <p><u>Process of Exercise:</u></p> <p>A vested Option shall be deemed to be validly exercised only when the Committee, receives communication as per the mechanism mentioned in the Letter of Grant from the option grantee</p>



Sr. No.	Particulars	Remarks
		/ beneficiary and full payment of the exercise price, taxes (wherever arising) and any other sums due to the Company as per this Plan in respect of exercise of the Option.
9.	Lock-in period, if any	: The Shares issued upon Exercise of Options shall be freely transferable and shall not be subject to any lock-in period restriction after such transfer except as required under the Applicable Laws including the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015 or code of conduct framed, if any, by the Company and after Listing under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
10.	Maximum number of options to be granted per employee and in aggregate	: Total options to be granted under the ESOP 2025 shall not exceed 3,60,65,668 (Three Crore Sixty Lakh Sixty-Five Thousand Six Hundred and Sixty-Eight) Options, to the eligible Employees in one or more tranches, from time to time, which in aggregate are exercisable into not more than 3,60,65,668 (Three Crore Sixty Lakh Sixty-Five Thousand Six Hundred and Sixty-Eight) shares of face value of Rs. 10/- (Rupees Ten only) each fully paid up, with each such option conferring a right upon the eligible Employees to apply for one share in the Company in accordance with the terms and conditions as may be decided under the ESOP 2025.  The maximum number of Options that may be granted to any identified eligible employee during any 1 (one) year which shall not exceed 1% (one percent) of the issued capital of the Company (excluding outstanding warrants and conversions) of the Company
11.	Method which the Company shall use to value its options	: The Company will determine the fair value of the options using the Black-Scholes model when the same are issued to the option grantees.
12.	Conditions under which option vested in employees may lapse e.g., in case of termination of employment for misconduct	: The vesting of Options granted to the employees may expire or lapse or forfeit (as the case maybe) in the following circumstances:  i. If the option grantee / nominee does





Sr. No.	Particulars	Remarks
		<p>not exercise his vested Options within the exercise period as specified by terms of this Plan, the Options shall automatically lapse at the end of the exercise period and the vested options will automatically lapse without any obligations whatsoever on the Company (including the Committee) and no rights in that regard will accrue to the option grantee after such date.</p> <p>ii. In the event of termination of employment of an Employee with the Company on account of the following circumstances:</p> <p>a. <u>Resignation / Termination / dismissal or severance of employment due to reasons of non-performance:</u></p> <ul style="list-style-type: none"> <li>all <b>Vested Options</b> can be exercised within 3 (three) months from the last working day in the Company and where no exercise window is provided by the Company during the 3 (three) months as set out herein, then during the exercise window that is provided by the Company immediately after.</li> </ul> <p>b. <u>Resignation during authorized long leave:</u></p> <ul style="list-style-type: none"> <li>all <b>Vested Options</b> can be exercised within 3 (three) months from the last working day in the Company and where no exercise window is provided by the Company during the 3 (three) months as set out herein, then during the exercise window that is provided by the Company immediately after.</li> </ul> <p>c. <u>In case of termination of employment due to misconduct:</u></p> <ul style="list-style-type: none"> <li>all <b>Vested Options</b> which were not exercised at the time of such termination shall stand cancelled with effect from the effective date of such termination.</li> </ul> <p>d. <u>Suspension / Issuance of Show</u></p>



Sr. No.	Particulars	Remarks
		<p data-bbox="914 230 1394 293"><u>Cause Notice / Disciplinary Proceedings:</u></p> <ul data-bbox="868 327 1394 1563" style="list-style-type: none"> <li>• All the unexercised <b>Vested Options</b> shall stand suspended. Such <b>Vested Options</b> cannot be exercised, unless the suspension is revoked or disciplinary proceedings initiated against him / her are completed and the concerned Eligible Employee has been absolved of all the allegations. It is clarified that, upon conclusion of disciplinary proceedings, if any of the following penalties are imposed on the eligible Employee: (a) warning or censure; or (b) withholding of increments / revision of pay; or (c) withholding of promotion; or (d) reduction to lower grade or salary; the right to exercise vested Options, which had earlier been suspended upon initiation of disciplinary proceedings, shall be reinstated and consequently such vested Options will not lapse and the concerned Eligible Employee will be entitled to exercise his / her vested Options, in terms of the Plan. In case of Vested Options which could not be Exercised on account of such disciplinary proceedings and within the Exercise Period as specified by terms of this Plan, has expired, then in such cases the concerned eligible Employee will be allowed to exercise such vested Options, within a period of 3 (three) months from the date of issuance of directives or during the exercise window that is provided by the Company immediately after.</li> </ul> <p data-bbox="868 1597 1066 1630">e. <u>Retirement:</u></p> <ul data-bbox="868 1664 1394 1825" style="list-style-type: none"> <li>• All <b>Vested Options</b> as on date of retirement may be exercised by the option grantee within the applicable Exercise Period as specified by terms of this Plan.</li> </ul> <p data-bbox="868 1859 1007 1892">f. <u>Death:</u></p> <ul data-bbox="868 1926 1394 1984" style="list-style-type: none"> <li>• All the <b>Vested Options</b> may be exercised by the option grantee's</li> </ul>



Sr. No.	Particulars	Remarks
		<p>nominee or legal heirs within the exercise period as specified by terms of this Plan. The said legal heir(s) / nominee(s) shall step into the shoes of said deceased eligible employee, with regard to unexercised Vested Options and Unvested Options, subject to the submission and verification of requisite documents evidencing their claim as legal heir(s) / nominee(s) of the said deceased eligible Employee and upon confirmation by the Company, the provisions of the Scheme shall be applicable and binding on them, mutatis mutandis</p> <p>g. <u>Permanent Disability:</u></p> <ul style="list-style-type: none"> <li>All the <b>Vested Options</b> may be exercised by the option grantee or their legal heir / nominee within the Exercise Period as specified by terms of this Plan.</li> </ul> <p>h. <u>Transfer or deputation to subsidiary, or holding company of the Company:</u></p> <ul style="list-style-type: none"> <li>All the <b>Vested Options</b> as on date of such transfer or deputation, can be exercised as if the employment / service is continuing.</li> </ul> <p>i. <u>Any Other Reason:</u></p> <ul style="list-style-type: none"> <li>The Committee at its sole and absolute discretion would decide the treatment of vested Options and such decision shall be final and binding.</li> </ul> <p>j. <u>Breach of confidentiality:</u></p> <ul style="list-style-type: none"> <li>In case an option grantee is found in breach of the confidentiality clause under ESOP 2025, all unexercised (Vested Options) shall stand cancelled immediately.</li> </ul>
13.	Specified time period within which the employee shall exercise the vested options in the event of a proposed termination of employment or resignation of	<p>a. <u>Resignation / Termination / dismissal or severance of employment due to reasons of non-performance:</u></p> <ul style="list-style-type: none"> <li>all <b>Vested Options</b> can be exercised</li> </ul>



Sr. No.	Particulars	Remarks
	employee	<p>within 3 (three) months from the last working day in the Company and where no exercise window is provided by the Company during the 3 (three) months as set out herein, then during the exercise window that is provided by the Company immediately after.</p> <p>b. <u>Resignation during authorized long leave:</u></p> <ul style="list-style-type: none"> <li>all <b>Vested Options</b> can be exercised within 3 (three) months from the last working day in the Company and where no exercise window is provided by the Company during the 3 months as set out herein, then during the exercise window that is provided by the Company immediately after.</li> </ul> <p>c. <u>Suspension / Issuance of Show Cause Notice / Disciplinary Proceedings:</u></p> <ul style="list-style-type: none"> <li>All the unexercised <b>Vested Options</b> shall stand suspended. Such vested Options cannot be exercised, unless the suspension is revoked or disciplinary proceedings initiated against him / her are completed and the concerned Eligible Employee has been absolved of all the allegations. It is clarified that, upon conclusion of disciplinary proceedings, if any of the following penalties are imposed on the eligible Employee: (a) warning or censure; or (b) withholding of increments / revision of pay; or (c) withholding of promotion; or (d) reduction to lower grade or salary; the right to exercise vested Options, which had earlier been suspended upon initiation of disciplinary proceedings, shall be reinstated and consequently such vested Options will not lapse and the concerned Eligible Employee will be entitled to exercise his / her vested Options, in terms of the Scheme. In case of vested Options which could not be Exercised on account of such</li> </ul>



Sr. No.	Particulars	Remarks
		<p>disciplinary proceedings and within the exercise period as specified by terms of this Plan of said Options has expired, then in such cases the concerned eligible Employee will be allowed to exercise such vested Options, within a period of 3 (three) months from the date of issuance of directives or during the exercise window that is provided by the Company immediately after.</p> <p>d. <u>Retirement:</u></p> <ul style="list-style-type: none"> <li>All <b>Vested Options</b> as on date of retirement may be exercised by the option grantee within the applicable exercise period as specified by terms of this Plan.</li> </ul> <p>e. <u>Death:</u></p> <ul style="list-style-type: none"> <li>All the <b>Vested Options</b> may be exercised by the option grantee's nominee or legal heirs within the exercise period as specified by terms of this Plan. The said legal heir(s) / nominee(s) shall step into the shoes of said deceased eligible employee, with regard to unexercised vested Options and unvested Options, subject to the submission and verification of requisite documents evidencing their claim as legal heir(s) / nominee(s) of the said deceased eligible Employee and upon confirmation by the Company, the provisions of the Scheme shall be applicable and binding on them, mutatis mutandis.</li> </ul> <p>f. <u>Permanent Disability:</u></p> <ul style="list-style-type: none"> <li>All the <b>Vested Options</b> may be exercised by the option grantee or their legal heir / nominee within the exercise period as specified by terms of this Plan.</li> </ul> <p>g. <u>Transfer or deputation to subsidiary or holding company of the Company:</u></p> <ul style="list-style-type: none"> <li>All the <b>Vested Options</b> as on date of</li> </ul>



Sr. No.	Particulars	Remarks
		<p>such transfer or deputation, can be exercised as if the employment / service is continuing.</p> <p>h. <u>Transfer to Group Company / Associate Company:</u></p> <p>Prior to Listing, in case of transfer of an Option Grantee to a Group Company or to an Associate Company, the Committee at its sole and absolute discretion may Vest all or a part of the Unvested Options or none of the Unvested Options held by such Grantee in an accelerated manner, prior to the date of such transfer, subject to fulfillment of the minimum Vesting Period of 1 (One) year.</p> <p>Post Listing, subject to Applicable Laws including obtaining requisite approval of the shareholders of the Company, in case of transfer of an Option Grantee to a Group Company or to an Associate Company, the Vesting of Unvested Options shall continue as per the applicable Vesting schedule(s) / terms and shall be available for Exercise by the Option Grantee upon completion of Vesting, within the exercise period as specified by terms of this Plan.</p> <p>i. <u>Deputation to Group Company / Associate Company:</u></p> <p>Prior to Listing, in case of deputation of an Option Grantee (where such Option Grantee will continue to be employed by the Company, its Holding Company or Subsidiary), the Vesting of Unvested Options shall continue as per the applicable Vesting schedule(s) / terms and shall be available for Exercise by the Option Grantee upon completion of Vesting, within the exercise period as specified by terms of this Plan.</p> <p>Post Listing, subject to Applicable Laws including obtaining requisite approval of the shareholders of the</p>





Sr. No.	Particulars		Remarks
			Company, this clause shall apply in case of any deputation where employment of the Option Grantee shall continue with the Company, its Holding Company, Subsidiary, Group Company or Associate Company, as applicable.
14.	Statement to the effect that the Company shall conform to the applicable accounting standards	:	The Company shall conform to the applicable accounting standards. The rules / regulations to be followed shall include but not limited to the IND AS / Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other appropriate authority, from time to time, including the disclosure requirements prescribed therein.

Approval of the Members is sought in terms of Section 62 of Companies Act, 2013 and any other applicable provisions of law, for the issue of options to the employees mentioned under ESOP 2025.

Accordingly, the Board of Directors recommends the special resolution as set out at Item No. 1 of this Notice, for the approval of the Members. Since the options under ESOP 2025 could also be offered and issued to the Directors (excluding Non-Executive Directors and Independent Directors) and Key Managerial Personnel of the Company, to the extent and in the manner as may be permissible under the relevant provisions of the Companies Act, 2013 and rules made there, such Directors and / or Key Managerial Personnel and / or their relatives are deemed to be concerned and interested, in the said resolution.

A copy of the ESOP 2025 will be kept open for inspection by Members at the registered office of the Company during business hours.

None of the other Directors and their relatives are concerned or interested in the said resolution.

**On behalf of the Board of Directors,  
For Axis Finance Limited**

**sd/-  
Rajneesh Kumar  
Company Secretary  
Membership No.: A31230**

**Place:** Mumbai  
**Date:** August 26, 2025