



### **Notice of the Extraordinary General Meeting**

Notice is hereby given that 04/2025-26 Extraordinary General Meeting (EGM) of the Members of IKF Finance Limited will be held on Friday, 6<sup>th</sup> day of March 2026, at 11.30 A.M., at the Registered Office of the Company situated at #40-1-144, 3<sup>rd</sup> Floor, Corporate Centre, M.G.Road, Vijaywada-520010, Andhra Pradesh to transact the following special business:

**Item No. 1: To regularize appointment of Mr Robin Bhanwarlal Agarwal (DIN 08572806) As Nominee Director of Rajadhiraja Limited, New Investor**

*To consider and, if thought fit, to pass the following resolutions with or without modification(s), as an Ordinary Resolution:*

**“RESOLVED THAT** pursuant to Sections 149, 152, 161 and other applicable provisions, if any, of the Companies Act, 2013 and the Companies (Appointment and Qualification of Directors) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for the time being in force) and in terms of provisions of the Articles of Association of the Company **Mr. Robin Bhanwarlal Agarwal (DIN 08572806)**, who was appointed as an Additional Director in the capacity of Nominee Director representing **Rajadhiraja Limited (New Investor)** by the Board of Directors with effect from 5<sup>th</sup> February, 2026 and in respect of whom a notice has been received from the member in writing, under section 160 of the Companies Act, 2013 proposing his candidature for the office of Director, be and is hereby appointed as a Nominee Director on the Board of the Company, representing **Rajadhiraja Limited**”

**“RESOLVED FURTHER THAT** the Board of Directors be and are hereby severally authorized to do all such acts, deeds, steps and things and execute all documents or writings which are necessary, proper or expedient for the purpose of the appointment of **Mr. Robin Bhanwarlal Agarwal (DIN 08572806)**, as director of the Company and giving effect to the aforesaid resolution, including filing of the necessary forms with the Registrar of Companies and intimating and filing the necessary documents with any other concerned authority or such other regulatory body and for matters connected therewith or incidental thereto.”

**“RESOLVED FURTHER THAT** a copy of the above resolution certified to be true by any of the Directors and/ or Key Managerial Personnel of the Company be forwarded to the concerned authorities for necessary action.”

**“RESOLVED FURTHER THAT** the copies of the foregoing resolutions certified to be true by any Director or the Company Secretary of the Company be furnished to such persons or authorities as may be required and be filed with the Registrar of Companies, as necessary.”

**Item No. 2: To Approve Sub-Division/ Split of Existing 1 (One) Equity Share of Face Value of Rs. 10/- (Rupees Ten Only) Each Fully Paid Up Into 2 (Two) Equity Shares of Face Value of Rs. 5/- (Rupees Five Only) Each Fully Paid Up**

*To consider and, if thought fit, to pass the following resolutions with or without modification(s), as an Ordinary Resolution:*

“RESOLVED THAT pursuant to the provisions of Section 61 and all other applicable provisions, if any, of the Companies Act, 2013 and the Rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force), applicable provisions of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Including any statutory modifications or re-enactments thereof, for the time being in force) and in accordance with the Articles of Association of the Company and receipt of such other approvals, consents and permissions as may be required from concerned statutory/regulatory authority(ies) and subject to such other conditions and modifications as may be prescribed or imposed while granting such approvals, the approval of the Members of the Company be and is hereby accorded for the sub-division of 1 (One) Equity Share of the Company of the face value of Rs. 10/- (Rupees Ten Only) each fully paid up into 2 (Two) Equity Shares of the Company of face value of Rs. 5/- (Rupee Five Only) each fully paid up”

“RESOLVED FURTHER THAT pursuant to the sub-division of the Equity Shares of the Company, all the issued, subscribed and paid up equity shares (including partly paid up shares and ESOPs) of face value of Rs. 10/- (Rupees Ten Only) each shall stand sub-divided into 2 (Two) Equity Shares of face value of Rs. 5/- (Rupee Five Only) each, from the record date as may be fixed by the Board of Directors of the Company (which expression shall also include a Committee thereof) in this behalf and shall rank pari passu in all respects with and carry the same rights as the existing fully paid Equity Shares of Rs.10/- (Rupees Ten Only) each of the Company”

“RESOLVED FURTHER THAT upon sub-division of the Equity Shares as aforesaid, the existing Share Certificate(s) in relation to the existing Equity Shares of the face value of Rs 10/- (Rupees Ten only) each held in physical form shall be deemed to have been automatically cancelled and be of no effect on and from the “Record Date” of the sub-division or such other date as may be determined by the Board (which expression shall also include a Committee thereof), and the Company may without requiring the surrender of the existing Share Certificate(s), directly issue and dispatch the new Share Certificate(s) of the Company, in lieu of such existing issued Share Certificate(s) subject to provisions of Companies (Share Capital and Debentures) Rules, 2014 and in the case of the Equity Shares held in the dematerialized form, the number of sub-divided Equity Shares be credited to the respective beneficiary accounts of the Members with the Depository Participants, in lieu of the existing credits representing the Equity Shares of the Company, before sub-division”

“RESOLVED FURTHER THAT for the purpose of giving effect to this Resolution, the Board of Directors of the Company(which expression shall also include a Committee thereof) and/or the Chairman and Managing Director and/or any Whole-time Director and/or the Company Secretary of the Company be and are hereby severally authorized to take such steps as may be necessary for obtaining approvals, statutory, contractual or otherwise in relation to the above and to incur expenditure thereon and to settle all matters arising out of and incidental thereto and to accept and make any alteration(s), modification(s) to the terms and conditions as they may deem necessary, concerning any aspect of the sub- division of equity shares and to give such directions as may be necessary or desirable, to settle any question, difficulty or doubt that may arise in this regard and to execute all deeds, applications, documents and writings that may be required on behalf of the Company and generally to do all acts, deeds, matters and things as they may, in their absolute discretion deem necessary, expedient, usual or proper in relation to or in connection with or for matters in relation/ consequential to the sub-division of Equity Shares including execution and filing of all the relevant applications, writings, deeds and documents with the Stock Exchange(s) where



the shares of the Company are listed, Depositories, Ministry of Corporate Affairs and other appropriate authorities, in due compliance of the applicable rules and regulations, without seeking any further consent or approval of the Members or otherwise, to the end and intent that they shall be deemed to have given their approval thereto expressly by the authority of this Resolution”.

**Item No. 3: To approve new Employee Stock Option Plan 2026 to the Employees of the Company**

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

**“RESOLVED THAT** pursuant to Section 62(1)(b) of the Companies Act, 2013 and the applicable provisions, if any, (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), (the “Act”), the relevant provisions of the Memorandum of Association and Articles of Association of the Company and board resolution passed on 05.02.2026 such approval(s), consents, permissions and/or sanctions as may be required from appropriate regulatory authorities/institutions and subject to such terms and conditions as may be prescribed/imposed by such authorities/institutions, consent of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the “**Board**” which term shall be deemed to include any Committee thereof exercising the powers conferred on the Board by this Resolution) to grant, offer and issue Up to 14,19,892 (Fourteen Lakh Nineteen Thousand Eight Hundred and Ninety-Two) employee stock options of the Company under IKF Finance - Employee Stock Option Plan 2026 (“Plan”) to the benefit of such persons who Employees of the Company (hereinafter referred to as ‘Employees’ or ‘said Employees’), at such price, on such terms and conditions and in such tranches as may be determined by the Board.

**RESOLVED FURTHER THAT** without prejudice to the generality of the above but subject to the terms mentioned in the explanatory statement to this Resolution, which are hereby approved by the Members or any amendment or modification thereof, the Board be and is hereby authorized to institute and implement the Plan hereby specifically approved by the Members with authority to the Board to modify the same in such manner as may be deemed fit by the Board, detailing the terms for granting of stock options (including terms relating to eligibility of the said Employees under the Plan), to determine, in its absolute discretion, as to when the said stock options are to be issued (or beneficial interest therein), the number of stock options to be issued in each tranche, the terms or combination of terms subject to which the said stock options are to be issued (including the combination of terms for stock options issued at various points of time), the manner in which the Plan would be administered and implementing the Plan, terms relating to specified time within which the said Employees should exercise his right, if any, to purchase the shares in the event of his termination or resignation or other events, terms relating to dividend on the shares to be issued and all such other terms as could be applicable to the offerings of similar nature.

**RESOLVED FURTHER THAT** in case the equity shares of the Company are either sub-divided or consolidated, then the number of shares to be allotted and the price of acquisition payable by the option grantees under the Plan shall automatically stand augmented or reduced, as the case may be, in the same proportion as the present face value of Rs. 10/- per equity shares to the revised face value of the equity shares of the Company after such sub-division or consolidation, without affecting any other rights or obligations of the said allottees.

**RESOLVED FURTHER THAT** subject to the terms stated herein, the equity shares allotted pursuant to the aforesaid Plan, shall in all respects rank pari passu inter se and shall also in all respects rank pari passu with the then existing equity shares of the Company.



**RESOLVED FURTHER THAT** as it is required, the Company shall confirm the applicable accounting policies (if any), and any other applicable laws and regulations to the extent relevant and applicable to the Plan.

**RESOLVED FURTHER THAT** the Board be and is hereby authorized to make modifications in the said Plan, as it may deem fit, from time to time in its absolute discretion in conformity with the provisions of the Act, the Memorandum of Association and Articles of Association of the Company.

**RESOLVED FURTHER THAT** the Board, subject to the Act, be and is hereby authorized to settle all issues that may arise in relation to the formulation and implementation of the Plan and to the issuance of the equity shares or beneficial interest therein (including to amend or modify any of the terms thereof) without being required to seek any further consent or approval of the Members.

**RESOLVED FURTHER THAT** for the purpose of giving effect to the above Resolution, the Board be and is hereby authorized to do all such acts and execute all such documents, as it may in its absolute discretion deem necessary.”

**Item No. 4: To approve extension of new Employee Stock Option Plan 2026 to the Employees of the Wholly Owned Subsidiary Company, IKF Home Finance Limited**

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

**“RESOLVED THAT** pursuant to Section 62(1)(b) of the Companies Act, 2013 and the applicable provisions, if any, (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), (the “Act”), the relevant provisions of the Memorandum of Association and Articles of Association of the Company and board resolution passed on 05.02.2026 such approval(s), consents, permissions and/or sanctions as may be required from appropriate regulatory authorities/institutions and subject to such terms and conditions as may be prescribed/imposed by such authorities/institutions, consent of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the “**Board**” which term shall be deemed to include any Committee thereof exercising the powers conferred on the Board by this Resolution) to grant, offer and issue Up to 14,19,892 (Fourteen Lakh Nineteen Thousand Eight Hundred and Ninety-Two) employee stock options of the Company under IKF Finance - Employee Stock Option Plan 2026 (“Plan”) to the benefit of such persons who Employees of the Wholly Owned Subsidiary Company, IKF Home Finance Limited (hereinafter referred to as ‘Employees’ or ‘said Employees’), at such price, on such terms and conditions and in such tranches as may be determined by the Board.

**RESOLVED FURTHER THAT** without prejudice to the generality of the above but subject to the terms mentioned in the explanatory statement to this Resolution, which are hereby approved by the Members or any amendment or modification thereof, the Board be and is hereby authorized to institute and implement the Plan hereby specifically approved by the Members with authority to the Board to modify the same in such manner as may be deemed fit by the Board, detailing the terms for granting of stock options (including terms relating to eligibility of the said Employees under the Plan), to determine, in its absolute discretion, as to when the said stock options are to be issued (or beneficial interest therein), the number of stock options to be issued in each tranche, the terms or combination of terms subject to which the said stock options are to be issued (including the combination of terms for stock options issued at various points of time), the manner in which the Plan would be administered and implementing the Plan, terms relating to specified time within which the said Employees should exercise his right, if any, to purchase the shares in the event of his termination or resignation or other events, terms relating to dividend on the shares to be issued and all such other terms as could be applicable to the offerings of similar nature.

**RESOLVED FURTHER THAT** in case the equity shares of the Company are either sub-divided or consolidated, then the number of shares to be allotted and the price of acquisition payable by the option grantees under the Plan shall automatically stand augmented or reduced, as the case may be, in the same proportion as the present face value of Rs. 10/- per equity shares to the revised face value of the equity shares of the Company after such sub-division or consolidation, without affecting any other rights or obligations of the said allottees.

**RESOLVED FURTHER THAT** subject to the terms stated herein, the equity shares allotted pursuant to the aforesaid Plan, shall in all respects rank pari passu inter se and shall also in all respects rank pari passu with the then existing equity shares of the Company.

**RESOLVED FURTHER THAT** as is required, the Company shall confirm the applicable accounting policies (if any), and any other applicable laws and regulations to the extent relevant and applicable to the Plan.

**RESOLVED FURTHER THAT** the Board be and is hereby authorized to make modifications in the said Plan, as it may deem fit, from time to time in its absolute discretion in conformity with the provisions of the Act, the Memorandum of Association and Articles of Association of the Company.

**RESOLVED FURTHER THAT** the Board, subject to the Act, be and is hereby authorized to settle all issues that may arise in relation to the formulation and implementation of the Plan and to the issuance of the equity shares or beneficial interest therein (including to amend or modify any of the terms thereof) without being required to seek any further consent or approval of the Members.

**RESOLVED FURTHER THAT** for the purpose of giving effect to the above Resolution, the Board be and is hereby authorized to do all such acts and execute all such documents, as it may in its absolute discretion deem necessary.”

**Item No. 5: To approve alteration of Memorandum of Association of the Company**

*To consider and, if thought fit, to pass the following resolution with or without modification(s), as an Ordinary Resolution:*

“RESOLVED THAT pursuant to the provisions of Sections 13, 61 and other applicable provisions, if any, of the Companies Act, 2013 and the Rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force), applicable provisions of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Including any statutory modifications or re-enactments thereof, for the time being in force) and in accordance with the Articles of Association of the Company, and such other approval(s)/ consent(s) as may be required from the concerned Statutory/Regulatory Authority(ies), the approval of the Members of the Company be and is hereby accorded for substituting the existing Clause V of the Memorandum of Association of the Company with the following :

**Memorandum of Association**

**V. The Authorized Share Capital of the company is Rs.125,00,00,000/- (Rupees One Hundred and Twenty Five Cores only) divided into 20,00,00,000 (Twenty Crores only) Equity Shares of Rs.5/- (Rupees Five only) each and 25,00,000 (Twenty Five Lac only) Preference Shares of Rs.100/- (Rupees One Hundred only) with rights, privileges and conditions attaching thereto as are provided by the regulation of the Company for the time being. The company has power from time to time to increase or reduce its capital and to divide the shares in the original or**



**increased capital for the time into several classes and to attach thereto respectively such preferential rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act, 2013 or provided by the regulations of the company for the time being.**

RESOLVED FURTHER THAT the Board of Directors of the Company(which expression shall also include a Committee thereof) and/or the Chairman and Managing Director and/or any Whole-time Director and/or the Company Secretary of the Company be and are hereby severally authorised to do all such acts, deeds, matters and things as may be considered necessary, proper or expedient to give effect to the above resolution(s), including but not limited to filing necessary e-forms with the Registrar of Companies and incorporation of amendments/ suggestions/ observations, if any, made by the Registrar of Companies to the extent applicable, and to execute all deeds, applications, documents and writings that may be required on behalf of the Company and generally to do all acts, deeds, matters and things as they may, in their absolute discretion deem necessary, expedient, usual or proper in relation to or in connection with or for matters in relation/ consequential to this Resolution without seeking any further consent or approval of the Members or otherwise, to the end and intent that they shall be deemed to have given their approval thereto expressly by the authority of this Resolution”.

By Order of the Board of Directors  
For IKF Finance Limited

Sd/-

Ch. Sreenivasa Rao  
Company Secretary  
M. No: 14723

Place: Vijayawada  
Date: 05.02.2026



## NOTES

1. An Explanatory Statement pursuant to Section 102 of the Companies Act, 2013, ('the Act') relating to the Special Business to be transacted at the EGM is annexed hereto. The Board of Directors has considered and decided to include Item No. 1 to 5 given above as a Special Business in the forthcoming EGM, as it is unavoidable in nature.
2. Pursuant to the provisions of Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014 (as amended) and MCA Circulars dated September 19, 2024 and other previous circulars issued in this regard, the Company is providing facility of remote e-voting to its Members in respect of the business to be transacted at the EGM. For this purpose, the Company has entered into an agreement with Central Depository Services (India) Limited (CDSL) for facilitating voting through electronic means, as the authorized e-Voting's agency. The Company is providing remote e-Voting facility to its Members in respect of the business to be transacted at the EGM and facility for those Members participating in the EGM to cast vote through e-Voting system during the EGM.

The facility for voting, through polling paper shall also be made available at the EGM and the Members attending the meeting who have not already cast their vote by remote e-voting shall be able to exercise their right to vote either by polling paper or by e-voting at the EGM. Poll is conducted under the supervision of the Scrutinizer appointed for e-voting and poll. Scrutinizer decision on validity of vote will be final.

3. Pursuant to the provisions of the Act, normally, a Member entitled to attend and vote at the EGM is entitled to appoint a proxy to attend and vote on his/her behalf who may or may not be a Member of the Company.

Proxies, in order to be effective, should be duly stamped, completed, signed and deposited at the Registered Office of the Company not less than 48 hours before the meeting. Pursuant to Section 105 of the Companies Act, 2013, a person can act as proxy on behalf of not more than fifty members holding in aggregate, not more than ten percent of the total share capital of the Company. Members holding more than ten percent of the total share capital of the Company may appoint a single person as a proxy who shall not act as a proxy for any other member. A Proxy form is sent herewith. Proxies submitted on behalf of the companies, societies etc., must be supported by an appropriate resolution/authority, as applicable.

4. The route map showing directions to reach the venue of the meeting is annexed to this notice.
5. In accordance with, the General Circular No. 20/2020 dated 5th May, 2020 issued by MCA, owing to the difficulties involved in dispatching of physical copy of Notice of EGM is being sent in electronic mode to Members whose e-mail address is registered with the Company or the Depository Participant(s).
6. The Company has fixed Friday, 27<sup>th</sup> day of February 2026 as the cut-off date for identifying the Members who shall be eligible to vote through remote e-voting facility or for participation and e-voting in the EGM. A person whose name is recorded in the Register of Members or in the Register of Beneficial Owners maintained by the depositories as on the cut-off date shall be entitled to vote on the resolutions through the facility of Remote e-Voting or participate and vote in the EGM.
7. The Register of Members and Transfer Book of the Company will be closed from 27<sup>th</sup> day of February 2026 6<sup>th</sup> day of March 2026 (both days inclusive).
8. In line with the Ministry of Corporate Affairs (MCA) Circular No. 17/2020 dated April 13, 2020, the Notice calling the EGM has been uploaded on the website of the Company at [www.ikffinance.com](http://www.ikffinance.com). The Notice can also be accessed from the websites of the Stock Exchange i.e. BSE Limited at



[www.bseindia.com](http://www.bseindia.com). The EGM Notice is also disseminated on the website of CDSL (agency for providing the Remote e-Voting facility and e-voting system during the EGM) i.e. [www.evotingindia.com](http://www.evotingindia.com).

9. Pursuant to the provisions of Section 72 of the Companies Act, 2013, the member(s) holding shares in physical form may nominate, in the prescribed manner, a person to whom all the rights in the shares shall vest in the event of death of the sole holder or all the joint holders. Member(s) holding shares in demat form may contact their respective Depository Participant for availing this facility.
10. The Register of Directors and Key Managerial Personnel and their shareholding maintained under Section 170 of the Act, the Register of Contracts or Arrangements in which the directors are interested, maintained under Section 189 of the Act, and the relevant documents referred to in the Notice will be available for inspection by the members at the registered office during business hours from 9:30 A.M. to 6:30 P.M. on any working day and during the EGM. Members seeking to inspect such documents can send an email to [sreenivas@ikffinance.com](mailto:sreenivas@ikffinance.com).
11. Members whose shareholding is in electronic mode are requested to update the change of address, with a view to using natural resources responsibly, we request the shareholders to update respective email addresses with your Depository Participants, if not already done, to enable the Company to send communications electronically.
12. Members holding shares in physical form, in identical order of names, in more than one folio are requested to send to the Company or RTA, the details of such folios together with the share certificates for consolidating their holdings in one folio. A consolidated share certificate will be issued to such Members after making requisite changes.
13. In case of joint holders, the Member whose name appears as the first holder in the order of names as per the Register of Members of the Company will be entitled to vote at the EGM.
14. The Members who have casted their vote by remote e-voting prior to the EGM may also attend the EGM but shall not be entitled to cast their vote again.

**THE INSTRUCTIONS FOR SHAREHOLDERS FOR REMOTE E-VOTING ARE AS UNDER:**

**Step 1** : Access through Depositories CDSL/NSDL e-Voting system in case of individual shareholders holding shares in demat mode.

- (i) The voting period begins on Tuesday, 3<sup>rd</sup> day of March 2026 at 9.00 a.m. IST and ends on Thursday, 5<sup>th</sup> day of March 2026 at 5.00 p.m., IST. During this period, shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date Friday, the 27<sup>th</sup> day of February, 2026 may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.
- (ii) Shareholders who have already voted prior to the meeting date would not be entitled to vote at the meeting venue.
- (iii) The shareholders should log on to the e-voting website [www.evotingindia.com](http://www.evotingindia.com).

Pursuant to SEBI Circular SEBI/HO/CFD/CMD/CIR/P/2020/242 dated December 9, 2020, Login method for e-Voting for Individual shareholders holding securities in Demat mode CDSL/NSDL is given below:

Type of shareholders	Login Method
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<p>Individual Shareholders holding securities in Demat mode with <b>CDSL Depository</b></p>	<ol style="list-style-type: none"> <li>1) Users who have opted for CDSL Easi / Easiest facility, can login through their existing user id and password. Option will be made available to reach e-Voting page without any further authentication. The URL for users to login to Easi / Easiest are <a href="https://web.cdslindia.com/myeasi/home/login">https://web.cdslindia.com/myeasi/home/login</a> or visit <a href="http://www.cdslindia.com">www.cdslindia.com</a> and click on Login icon and select New System Myeasi.</li> <li>2) After successful login the Easi / Easiest user will be able to see the e-Voting option for eligible companies where the e-Voting is in progress as per the information provided by company. On clicking the e-Voting option, the user will be able to see e-Voting page of the e-Voting service provider for casting your vote during the remote e-Voting period &amp; voting during the meeting. Additionally, there is also links provided to access the system of all e-Voting Service Providers, so that the user can visit the e-Voting service providers' website directly.</li> <li>3) If the user is not registered for Easi/Easiest, option to register is available at <a href="https://web.cdslindia.com/myeasi/Registration/EasiRegistration">https://web.cdslindia.com/myeasi/Registration/EasiRegistration</a></li> <li>4) Alternatively, the user can directly access e-Voting page by providing Demat Account Number and PAN No. from a e-Voting link available on <a href="http://www.cdslindia.com">www.cdslindia.com</a> home page or click on <a href="https://evoting.cdslindia.com/Evoting/EvotingLogin">https://evoting.cdslindia.com/Evoting/EvotingLogin</a> The system will authenticate the user by sending OTP on registered Mobile &amp; Email as recorded in the Demat Account. After successful authentication, user will be able to see the e-Voting option where the e-Voting is in progress and also able to directly access the system of all e-Voting Service Providers.</li> </ol>
<p>Individual Shareholders holding securities in demat mode with <b>NSDL Depository</b></p>	<ol style="list-style-type: none"> <li>1) If you are already registered for NSDL IDeAS facility, please visit the e-Services website of NSDL. Open web browser by typing the following URL: <a href="https://eservices.nsdl.com">https://eservices.nsdl.com</a> either on a Personal Computer or on a mobile. Once the home page of e-Services is launched, click on the “Beneficial Owner” icon under “Login” which is available under ‘IDeAS’ section. A new screen will open. You will have to enter your User ID and Password. After successful authentication, you will be able to see e-Voting services. Click on “Access to e-Voting” under e-Voting services and you will be able to see e-Voting page. Click on company name or e-Voting service provider name and you will be re-directed to e-Voting service provider website for casting your vote during the remote e-Voting period &amp; voting during the meeting.</li> <li>2) If the user is not registered for IDeAS e-Services, option to register is available at <a href="https://eservices.nsdl.com">https://eservices.nsdl.com</a>. Select “Register Online for IDeAS “Portal or click at <a href="https://eservices.nsdl.com/SecureWeb/IdeasDirectReg.jsp">https://eservices.nsdl.com/SecureWeb/IdeasDirectReg.jsp</a></li> <li>3) Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <a href="https://www.evoting.nsdl.com/">https://www.evoting.nsdl.com/</a> either on a Personal Computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon “Login” which is available under ‘Shareholder/Member’ section. A new screen will open. You will have to enter your User ID (i.e. your sixteen digit demat account number hold with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on company name or e-Voting service provider name and you will be redirected to e-Voting service provider website for casting your vote during the remote e-Voting period &amp; voting during the meeting</li> <li>4) Shareholders/Members can also download NSDL Mobile App “NSDL Speede” facility for seamless voting experience.</li> </ol>

Individual Shareholders (holding securities in demat mode) login through their <b>Depository Participants (DP)</b>	You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL/CDSL for e-Voting facility. After Successful login, you will be able to see e-Voting option. Once you click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature. Click on company name or e-Voting service provider name and you will be redirected to e-Voting service provider website for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.
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**Important note:** Members who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned website.

**Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e. CDSL and NSDL**

Login type	Helpdesk details
Individual Shareholders holding securities in Demat mode with <b>CDSL</b>	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at <a href="mailto:helpdesk.evoting@cdslindia.com">helpdesk.evoting@cdslindia.com</a> or contact at toll free no. 1800 22 55 33
Individual Shareholders holding securities in Demat mode with <b>NSDL</b>	Members facing any technical issue in login can contact NSDL helpdesk by sending a request at <a href="mailto:evoting@nsdl.co.in">evoting@nsdl.co.in</a> or call at toll free no.: 1800 1020 990 and 1800 22 44 30

**Step 2 : Access through CDSL e-Voting system in case of shareholders holding shares in physical mode and non-individual shareholders in demat mode.**

- (iv) Login method for e-Voting for **Physical shareholders and shareholders other than individual holding in Demat form.**
- 1) The shareholders should log on to the e-voting website [www.evotingindia.com](http://www.evotingindia.com).
  - 2) Click on “Shareholders” module.
  - 3) Now enter your User ID
    - a. For CDSL: 16 digits beneficiary ID,
    - b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
    - c. Shareholders holding shares in Physical Form should enter Folio Number registered with the Company.
  - 4) Next enter the Image Verification as displayed and Click on Login.
  - 5) If you are holding shares in demat form and had logged on to [www.evotingindia.com](http://www.evotingindia.com) and voted on an earlier e-voting of any company, then your existing password is to be used.
  - 6) If you are a first-time user follow the steps given below:

	<b>For Physical shareholders and other than individual shareholders holding shares in Demat.</b>
PAN	Enter your 10 digit alpha-numeric *PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders) <ul style="list-style-type: none"> <li>Shareholders who have not updated their PAN with the Company/Depository Participant are requested to use the sequence number sent by Company/RTA or contact Company/RTA.</li> </ul>

Dividend Bank Details <b>OR</b> Date of Birth (DOB)	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the company records in order to login. <ul style="list-style-type: none"> <li>If both the details are not recorded with the depository or company, please enter the member id / folio number in the Dividend Bank details field.</li> </ul>
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- (v) After entering these details appropriately, click on “SUBMIT” tab.
- (vi) Shareholders holding shares in physical form will then directly reach the Company selection screen. However, shareholders holding shares in demat form will now reach ‘Password Creation’ menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (vii) For shareholders holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (viii) Click on the **EVS N 260211002** for the relevant **IKF FINANCE LIMITED** on which you choose to vote.
- (ix) On the voting page, you will see “RESOLUTION DESCRIPTION” and against the same the option “YES/NO” for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
- (x) Click on the “RESOLUTIONS FILE LINK” if you wish to view the entire Resolution details.
- (xi) After selecting the resolution, you have decided to vote on, click on “SUBMIT”. A confirmation box will be displayed. If you wish to confirm your vote, click on “OK”, else to change your vote, click on “CANCEL” and accordingly modify your vote.
- (xii) Once you “CONFIRM” your vote on the resolution, you will not be allowed to modify your vote.
- (xiii) You can also take a print of the votes cast by clicking on “Click here to print” option on the Voting page.
- (xiv) If a demat account holder has forgotten the login password then Enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.
- (xv) There is also an optional provision to upload BR/POA if any uploaded, which will be made available to scrutinizer for verification.
- (xvi) **Additional Facility for Non – Individual Shareholders and Custodians –For Remote Voting only.**
  - Non-Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodians are required to log on to [www.evotingindia.com](http://www.evotingindia.com) and register themselves in the “Corporates” module.
  - A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com).
  - After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
  - The list of accounts linked in the login will be mapped automatically & can be delink in case of any wrong mapping.
  - It is Mandatory that, a scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.
  - Alternatively Non Individual shareholders are required mandatory to send the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory who are authorized to vote, to the Scrutinizer and to the Company at the email address viz. [cs@bssandassociates.com](mailto:cs@bssandassociates.com) with a copy marked to [sreenivas@ikffinance.com](mailto:sreenivas@ikffinance.com), if they have voted from individual tab & not uploaded same in the CDSL e-voting system for the scrutinizer to verify the same.



**PROCESS FOR THOSE SHAREHOLDERS WHOSE EMAIL ADDRESSES ARE NOT REGISTERED WITH THE DEPOSITORIES FOR OBTAINING LOGIN CREDENTIALS FOR E-VOTING FOR THE RESOLUTIONS PROPOSED IN THIS NOTICE:**

1. For Physical shareholders- please provide necessary details like Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) by email to [bsshyd@bigshareonline.com](mailto:bsshyd@bigshareonline.com).
2. For Demat shareholders - please provide Demat account details (CDSL-16 digit beneficiary ID or NSDL-16 digit DPID + CLID), Name, client master or copy of Consolidated Account statement, PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) to [bsshyd@bigshareonline.com](mailto:bsshyd@bigshareonline.com)
3. The RTA shall co-ordinate with CDSL and provide the login credentials to the above mentioned shareholders.

If you have any queries or issues regarding e-Voting from the CDSL e-Voting System, you can write an email to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) or contact at toll free no. 1800 22 55 33

All grievances connected with the facility for voting by electronic means may be addressed to Mr. Rakesh Dalvi, Sr. Manager, (CDSL) Central Depository Services (India) Limited, A Wing, 25th Floor, Marathon Futorex, Mafatlal Mill Compounds, N M Joshi Marg, Lower Parel (East), Mumbai - 400013 or send an email to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) or call at toll free no. 1800 22 55 33

**GENERAL INSTRUCTIONS AND INFORMATION FOR SHAREHOLDERS**

- 1 Details of Scrutinizer: Mr. Srikanth Somepalli, partner representing M/s. B S S & Associates, Practicing Company Secretaries (Unique Code of Partnership Firm: P2012AP026600) has been appointed as the Scrutinizers to scrutinize the e-voting process in a fair and transparent manner.
- 2 The Scrutinizer's decision on the validity of the vote shall be final.
- 3 The Scrutinizer after scrutinizing the votes cast by remote e-voting and e-voting during the EGM will make a consolidated Scrutinizer's Report and submit the same forthwith within three days conclusion of the EGM to the Chairman of the Company/meeting or a person authorised by him in writing, who shall countersign the same.
- 4 The Results declared along with the consolidated Scrutinizer's Report shall be hosted on the website of the Company i.e. [www.ikffinance.com](http://www.ikffinance.com) and on the website of BSE Limited at [www.bseindia.com](http://www.bseindia.com) immediately after the declaration of results by the Chairman or a person authorized by him. The result shall also be displayed on the Notice Board at the Registered Office of the Company.
- 5 The Resolutions shall be deemed to be passed at the registered office of the Company on the date of the EGM, subject to receipt of the requisite number of votes in favour of the Resolutions.

By Order of the Board of Directors of  
**IKF Finance Limited**

Place: Vijayawada  
Date : 05.02.2026

**Ch Sreenivasa Rao**  
Company Secretary  
M No. A14723



**Explanatory Statement and disclosures**  
**[Pursuant to Section 102 & other applicable provisions of the Companies Act, 2013]**

**Item No. 1**

With reference to acquisition of 1,11,62,790 (One Crore Eleven Lakh Sixty Two Thousand Seven Hundred and Ninety ) shares of IKF Finance Limited (“company”) from Accion Digital Transformation Fund, LP and Teachers Insurance and Annuity Association of America (the “sellers”) by Rajadhi Raja Limited, SPV of Creador VI LP. (“investor”) a Shareholder’s agreement dated October 22, 2025. amongst the Company, the Promoter Group, IKF Home Finance Limited and the new Shareholders. In line with the amended Shareholders Agreement read with the deed of adherence dated 22 October 2025 executed among Rajadhiraja Limited, Accion Digital Transformation Fund, LP and Teachers Insurance and Annuity Association of America, the Company is required to appoint a representative of Rajadhi Raja Limited, SPV of Creador VI LP. (“investor”) as a Nominee Director of the Company.

In line with Share Purchase Agreement Rajadhi Raja Limited, SPV of Creador VI LP. (“investor”) has proposed to appoint Mr. Robin Bhanwarlal Agarwal (DIN 08572806) representative of Rajadhiraja Limited (Investor) as an additional director in the capacity Nominee Director of Rajadhiraja Limited and on the recommendations of the Nomination and Remuneration Committee and Board of Directors at the meeting held on 05.02.2026 has approved the appointment of Mr. Robin Bhanwarlal Agarwal (DIN 08572806), as an Additional Director, w.e.f., 05.02.2026, subject to the approval of the members in the ensuing General Meeting, in the capacity of Nominee Director on the Board of the Company, representing Rajadhiraja Limited.

Pursuant to the provisions of Section 161 of the Companies Act, 2013, The Company has received a notice in writing from shareholder pursuant to Section 160 of the Act, proposing the candidature of Mr. Robin Bhanwarlal Agarwal (DIN 08572806) for the office of Nominee Director, to be appointed as such under the provisions of the Companies Act.

The Company has received from Mr. Robin Bhanwarlal Agarwal (DIN 08572806), a consent in writing to act as Director in Form DIR-2 pursuant to Rule 8 of Companies (Appointment and Qualification of Directors) Rules, 2014 and intimation in Form DIR-8 in terms of Companies (Appointment and Qualification of Directors) Rules, 2014 to the effect that he is not disqualified under sub-section 2 of Section 164 of the Companies Act, 2013.

Mr. Robin Bhanwarlal Agarwal (DIN 08572806) is a M.Tech from IIT Bombay, Mumbai in Mechanical Engineering and also a PGP from ISB Hyderabad.

Further, as stipulated under Secretarial Standard-2, brief profile of Mr. Robin Bhanwarlal Agarwal is provided below in Table A:

Table A - Brief Profile

Name	Mr. Robin Bhanwarlal Agarwal
Age	40 Years
Qualifications	M.Tech from IIT Bombay and PGP from ISB, Hyderabad

Experience	Mr. Robin Bhanwarlal Agarwal is having 14 years of experience across Investment Management, Private Equity and Consulting
International experience in financial management, micro-finance and investment management from Asia, Africa and Middle East	
Terms and Conditions of appointment	As detailed in resolution No.1 and explanatory statement.
Details of remuneration	No remuneration
Details of remuneration last drawn	Nil
Date of first appointment	05.02.2026 as an additional director in the capacity of Nominee Director of Rajadhiraja Limited.
Shareholding in the Company	Nil
Relationship with other director/Manager and other KMP	Nil
Number of meetings attended from the date of appointment till the date of Notice of this EGM	1
Directorships of other Board	Kogta Financial India Limited- Nominee Director APAC Financial Services Limited- Nominee Director Nestavia Home Finance Limited-Member (<0.5%)
Membership/Chairmanship of Committees of other Board	Nil

Except Robin Bhanwarlal Agarwal (DIN 08572806), the appointee, none of the Directors, Key Managerial Personnel of the Company or their relatives are in any way concerned or interested, financially or otherwise, in the proposed resolution.

The resolutions as set out in Item No. 1 of this Notice are accordingly recommended for your approval.

The Board of Directors recommends passing the resolution as set out at item no. 1 of this Notice for approval as an Ordinary Resolution.

None of the Directors, Managers, Key Managerial Personnel of the Company and relatives of Directors, Managers or Key Managerial Personnel are, in any way concerned or interested in the said resolution, except to the extent of their shareholding and directorship in the Company.

## ITEM NO: 2

In order to improve liquidity of the Equity Shares of the company in the capital markets through widening shareholder base and to make it more affordable for retail investors, it is proposed to sub-divide/ split face value of Equity Shares of the Company from Rs.10/- (Rupees Ten only) per equity share to the denomination of Re. 5/- (Rupees Five only) per equity share, fully paid up, ranking pari-passu with each other in all respects with effect from such date ("Record Date")

The Board of Directors recommends passing the resolution as set out at item no. 2 of this Notice for approval as an Ordinary Resolution.



None of the Directors, Managers, Key Managerial Personnel of the Company and relatives of Directors, Managers or Key Managerial Personnel are, in any way concerned or interested in the said resolution, except to the extent of their shareholding and directorship in the Company

#### **ITEM NO: 3 &4**

With a view to reward the key employees for their association, dedication and contribution to the goals of the Company and to attract, retain and motivate key talents working with the Company, by way of rewarding their performance and encouraging them to contribute to overall corporate growth and profitability; and thereby increasing the shareholders' value, the Board of Directors of the Company ("**Board**") have approved and formulated IKF Finance-Employee Stock Option Plan 2026 ("**Plan**") for Employees of the Company including the Employees of its Subsidiary company, IKF Home Finance Limited ("**Employees**") in accordance with Companies Act, 2013 and the applicable provisions, if any, (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), (the "**Act**") with the objective of rewarding the Employees for building up the value of the Company and for providing to the Employees a sense of ownership of and participation in the Company and also to provide them with an opportunity to share in the value creation in its business. The Board considers it appropriate to extend the Plan to the Employees of the Company and as may be decided by the Board or a Committee thereof, to motivate and retain the best talent.

In terms of the Rule 12(1) of the Companies (Share Capital and Debentures) Rules, 2014, no options can be offered to employees of the Company unless the existing Members approves the Plan by passing a special resolution in the general meeting and accordingly, the Resolution(s) at item no.3 & 4, seek your approval to the issue of further equity shares under the Plan to the Employees. The other details including the disclosures pursuant to the requirements of the Act are as under:

<b>Total number of options to be granted</b>	Up to 14,19,892 (Fourteen Lakh Nineteen Thousand Eight Hundred and Ninety-Two)
<b>Identification of classes of Employees entitled to participate in the Plan</b>	<p>Means permanent Employees, as selected by the Board or Committee to participate in the Plan, including Directors or equivalent person, employed by the Company or any Subsidiary of the Company. An Employee shall not cease to be so in case of (a) any leave of absence approved by the Company or its Subsidiary (as applicable) or (b) transfers between locations of the Company or between the Company and its Subsidiary, or any successor.</p> <p>For the purposes of the Plan, the definition of Employee shall exclude:  an Employee, who is a Promoter or belongs to the Promoter Group.  an Independent Director; and  Any such Director who either by himself or through his/her relatives or through anybody corporate, directly or indirectly holds more than 10% of the outstanding equity Shares of the Company.</p> <p>Moreover, the Plan shall be applicable to the Company and its Subsidiary Company, IKF Home Finance Limited thereof.</p>

<b>Requirements of vesting and period of vesting</b>	<p><b>Requirements of Vesting</b></p> <p>As specified in the IKF Finance -Employee Stock Option Plan 2026</p> <p><b>Period &amp; Proportion of Vesting</b></p> <p>As specified in the IKF Finance -Employee Stock Option Plan 2026</p>
<b>the appraisal process for determining the eligibility of employees to the Employees Stock Option Scheme</b>	as determined by the Board/Committee from time to time, in accordance with Applicable Laws
<b>the maximum number of options to be granted per employee and in aggregate</b>	as determined by the Board/Committee from time to time, in accordance with Applicable Laws
<b>the method which the company shall use to value its options;</b>	as determined by the Board/Committee from time to time, in accordance with Applicable Laws
<b>Maximum period within which the options shall be vested</b>	Option granted under the Plan shall vest within a specified time period as determined by the Board or its Committee and as specified in the Letter of Grant issued to the Option Grantee.
<b>Exercise Price, pricing formula</b>	The Exercise Price shall be such price, as determined by the Board/Committee from time to time, in accordance with Applicable Laws and as evidenced in the Letter of Grant unless subsequently modified by the Board/Committee. The Exercise Price shall be adjusted for any split, bonus issuance, consolidation, reclassification or sub-division of Shares, as may be determined by the Board. For the avoidance of doubt, note that the Exercise Price may be different for different set of Employees for Options granted on same / different dates

#### ITEM NO: 5

As explained in Item no 2 to sub-divide/ split the existing 1 equity share of the Company of face value of Rs. 10/- each fully paid up into 2 equity shares of face value of Rs. 5/- each fully paid, subject to approval of the Members and other statutory and regulatory approvals, as applicable. Further, the sub-division of shares as aforesaid would also require consequential amendments to the existing Clause V of the Memorandum of Association (“MOA”) of the Company to reflect the change in face value of each Equity Share of the Company from existing Rs.10/- (Rupees Ten only) each to proposed Rs.5/- (Rupees Five only) each.

The Board of Directors recommends passing the resolution as set out at item no. 5 of this Notice for approval as an Ordinary Resolution.



None of the Directors, Managers, Key Managerial Personnel of the Company and relatives of Directors, Managers or Key Managerial Personnel are, in any way concerned or interested in the said resolution, except to the extent of their shareholding and directorship in the Company

By Order of the Board of Directors  
For IKF Finance Limited

**Sd/-**

(Ch Sreenivasa Rao)  
Company Secretary

Place : Vijayawada  
Date: 05.02.2026



**IKF FINANCE LIMITED**

Regd. Office: 40-1-144,3rd FLOOR, Corporate Centre, M.G.Road, Vijayawada, Andhra Pradesh-520010

**Form No. MGT- 11**

**PROXY FORM**

*[Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014]*

Name of the member(s): .....  
Registered address: .....  
E-mail Id: .....  
Folio No/ Client Id: .....  
DP ID: .....

I/ We, being the member (s) of ..... shares of the above named company, hereby appoint

Name:.....  
E-mail Id: .....  
Address:.....  
Signature: ..... or failing him

Signature: ..... or failing him as my/ our proxy to attend and vote (on a poll) for me/ us and on my/ our behalf at the Extraordinary General Meeting of the Company, to be held on Friday, the 6<sup>th</sup> March, 2026 at 11.30 a.m., at the registered office of the Company situated at Office 40-1-144,3rd Floor, Corporate Centre, M.G.Road, Vijayawada, Andhra Pradesh-520010 and at any adjournment thereof in respect of such resolutions as are indicated below:

Sl No	Special Businesses	For	Against	Abstain
1	To regularize appointment of Mr Robin Bhanwarlal Agarwal (DIN 08572806) As Nominee Director of Rajadhiraja Limited, New Investor			
2	To Approve Sub-Division/ Split of Existing 1 (One) Equity Share of Face Value of Rs. 10/- (Rupees Ten Only) Each Fully Paid Up Into 2 (Two) Equity Shares of Face Value of Rs. 5/- (Rupees Five Only) Each Fully Paid Up			
3	To approve new Employee Stock Option Plan 2026 to the Employees of the Company			
4	To approve extension of new Employee Stock Option Plan 2026 to the Employees of the Wholly Owned Subsidiary Company, IKF Home Finance Limited			



5	To approve alteration of Memorandum of Association of the Company			
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Signed this..... day of \_\_, March, 2026

Signature of shareholder.....

Signature of Proxy holder(s) .....

Affix Revenue Stamp
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**Note:**

This form of proxy in order to be effective should be duly completed and deposited at Registered Office of the Company, not less than 48hours before the commencement of the Meeting.



**IKF FINANCE LIMITED**

Regd. Office: 40-1-144,3rd FLOOR, Corporate Centre, M.G.Road, Vijayawada, Andhra Pradesh-520010  
(To be handed over at entrance of the Meeting Venue)

**ATTENDANCE SLIP**

Folio No. .... DP. ID No./ Client ID

.....  
Name of the Member ..... Signature

.....  
Name of Proxy Holder ..... Signature

.....  
No. of share held .....

.E-mail ID .....

I certify that I am a registered shareholder/proxy for the registered shareholder of the Company. I hereby record my presence at the Extraordinary General Meeting of the Company to be held on Friday, the 6<sup>th</sup> of March 2026 at 11.30 a.m., at the registered office of the Company situated at Office 40-1-144,3rd Floor, Corporate Centre, M.G.Road, Vijayawada, Andhra Pradesh-520010

1. Only Member/Proxy holder can attend the Meeting.
2. Member/Proxy holder should bring his/her copy of the EGM Notice for reference at the Meeting.

Note: Please fill this Admission Slip and hand it over at the entrance. Shareholders who come to attend the meeting are requested to bring the copies of the Notice of EGM also with them.



**IKF FINANCE LIMITED**

Regd. Office: 40-1-144,3rd FLOOR, Corporate Centre, M.G.Road, Vijayawada, Andhra Pradesh-520010

**BALLOT FORM (IN LIEU OF E-VOTING)**

Folio No. .... DP. ID No./ Client ID

Name of the Member ..... Signature

Name of Proxy Holder ..... Signature

No. of share held .....

.E-mail ID .....

I hereby exercise my/our vote(s) in respect of the resolutions set out in the notice of the 03/2025-26 Extraordinary General Meeting of the Company to be held on Friday, the 6<sup>th</sup> day of March, 2026 by sending my/our assent or dissent to the said resolutions by placing tick mark (✓) at the appropriate box below:

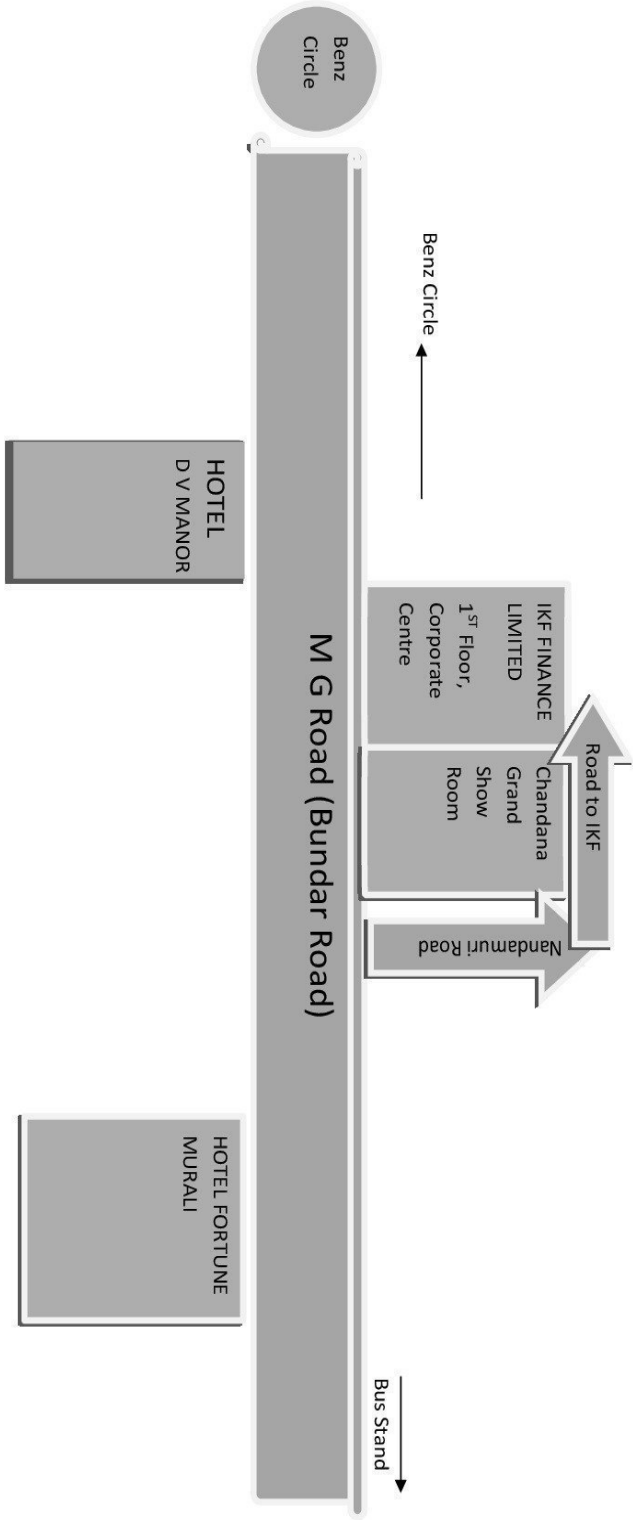
Sl No	Special Businesses	For	Against	Abstain
1	To regularize appointment of Mr Robin Bhanwarlal Agarwal (DIN 08572806) As Nominee Director of Rajadhiraja Limited, New Investor			
2	To Approve Sub-Division/ Split of Existing 1 (One) Equity Share of Face Value of Rs. 10/- (Rupees Ten Only) Each Fully Paid Up Into 2 (Two) Equity Shares of Face Value of Rs. 5/- (Rupees Five Only) Each Fully Paid Up			
3	To approve new Employee Stock Option Plan 2026 to the Employees of the Company			
4	To approve extension of new Employee Stock Option Plan 2026 to the Employees of the Wholly Owned Subsidiary Company, IKF Home Finance Limited			
5	To approve alteration of Memorandum of Association of the Company			

Place : Vijayawada

Date : 05.02.2026

**IKF Finance Limited**  
Address :#40-1-144, Corporate Centre, M.G.Road, Vijayawada-520010.

**Route Map**



**UNDER THE COMPANIES ACT, 1956**  
**(I OF 1956)**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**IKF FINANCE LIMITED**

- I.** The name of the Company is IKF FINANCE LIMITED
- II.** The Registered office of the Company will be situated in the state of **Andhra Pradesh**
- III.** The objects for which the Company is established are:
  - (A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE AS UNDER:**
    1. To finance automobiles on hire purchase and leasing.
    2. To carry on and undertake as its principal business, the business of providing finance, as financiers, lenders, creditors, merchants and investors and to finance advance, lend, invest, credit, assist, make loans or deposit money on any goods, articles commodities, produce, assets, securities, vehicles, vessels, gold and properties of all and every kind either movable or immovable and either indigenous or foreign, against pledge, hypothecation, mortgage, assignment, transfer, lien or any other charge and to draw, make, accept, endorse, discount, buy sell negotiate, execute, guarantee, finance, lend on, advance against or deal in cheques bills of exchange, promissory notes, bills of lading, receipts, claims, warrants, coupons, book debts, receivables and other negotiable or transferable or mercantile instruments, documents, titles or securities to or with any company, body corporate, firm, person, registered co-op. Society, or association or association. However, the company shall not carry on the business of banking as defined under the Banking Regulation Act, 1949.
    3. To carry on and to undertake business as financiers and capitalists, to finance operations of all kinds such as managing, purchasing, selling, hiring, letting on hire, giving on lease and dealing in all kinds of movable property and financing of hire purchase and leasing contracts relating to cars, lorries, buses, vans tractors, motorcycles, scooters, cycles, wagons, locomotives, earthmoving equipments, ships, boats, barges, trawlers and vehicles of all other kinds and descriptions.
    4. To act as corporate agents, representatives, sub-insurance agents, franchisees, consultants, advisors, collaborators, and group insurance holders for life, general and health insurance

and engage in the activity of promotion, distribution, sales, advertising, marketing of insurance products and also facilitate the customer in the claim settlements

**THE OBJECTS INCIDENTAL OR ANCILALARY TO THE ATTAINMENT OF THE ABOVE MAIN OBJECTS ARE:**

1. To purchase, construct, take on tenancy or in exchange, take option, over or otherwise acquire any estate, buildings, apartment houses, flats, townships, markets, office complexes, theatres, hereditaments, easements or other interests, rights etc., in immovable properties and to hold, develop, work, cultivate, deal, grant, concessions, licences, privileges, claims, options which may appear to be convenient or necessary for any of the business of the company and sell, mortgage, or otherwise dispose of or grant rights over any immovable property belonging to the Company.
2. To receive money on deposit or loan and borrow or raise in such manner as the company shall think fit and in particular by the issue of debenture or debentures stock (perpetual or otherwise) and secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company ( both present and future) including its uncalled capital and also by a person or company as the case may be but shall not carry on the business of banking as defined in the Banking Regulation Act, 1949.
3. To act as agents for any firm accident, indemnity and general insurance company and especially, in relation to motor vehicles and motorists and to grant or effect assurances against or upon the contingency or injury, damage or loss by reason of any accident.
4. To establish and maintain agencies or appoint representatives, agents, canvassers, sellers and buying agents in India or abroad for the sale purchase, exchange, hire, distribution for any one or more of the objects of the Company and to pay such agents, representatives, canvassers, selling and buying agents such commission, brokerage or other compensation as deemed necessary and to regulate and discontinue the same.
5. To invest and deal with the moneys of the Company not immediately required in any manner.
6. To guarantee the payment of money secured by or under, or in respect of debentures, bonds, contracts, mortgages, charges, obligations and securities of any company or any authority, supreme, municipal, local or otherwise, or of any

persons whomsoever, whether corporate or unincorporated and to guarantee the payment of any interest or dividends thereon.

7. To accumulate funds, lend, invest, or otherwise employ moneys belonging to the company to individuals, firms, companies, Government or quasi-government authorities or to whomsoever as the company may choose, with such securities or without securities, upon such terms and conditions as may be determined from time to time.
8. To invest in, acquire, hold and deal in shares, stocks, debentures bonds, negotiable instruments obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority supreme, municipal, local or otherwise in India or abroad.
9. To engage, employ maintain and dismiss agents, managers, superintends, assistants, clerks, coolies and other servants and labourers and to remunerate any such persons or individuals at such rate as shall be thought fit and to grant pensions or gratuities to any such persons or individuals or the widows or children of any such persons or individuals and generally to provide for the welfare of employees.
10. To enter into any arrangement with any Government or Authorities, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such Government or Authorities, any rights, privileges and concessions,
11. To undertake and execute any trusts the undertaking whereof may seem desirable, and also to undertake the office executor, administrator, receiver, treasurer, registrar and to keep for any company, Government, authority or body any register relating to any stocks, funds or shares or securities or to undertake any duties in relation to the registration of transfers, the issue of certificates or otherwise.
12. To provide for the welfare of the employees or ex-employees officers or ex-officers. Directors or ex-directors of the company and wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwellings or chawls or by grants of money, pensions, allowances, bonus or other payments or by creating and from time to time subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries medical and other attendance and other assistance as the company shall think fit, and to subscribe or contribute or otherwise to assist

or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions, associations, parties or persons and objects which shall have any moral or other claim to support or aid by the Company either by reasons of locality of operation or of public and general utility subject to the provisions of the Companies Act, 1956.

13. To appoint trustees to hold securities on behalf of and to protect the interest of the company.
14. To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares or by the issue of security partly in one manner and partly another and generally on such terms as may be deemed expedient by the Company.
15. To sell, let on hire or dispose of the undertaking, property and assets of the Company or any part thereof; in such manner and for such consideration as the company may think fit and in particular, for shares (whether fully or partly paid up) debentures or securities of any other company having objects altogether or in part similar to those of this Company.
16. To take or concur in taking all such steps and proceedings as may seem best calculated to uphold and support the credit of the Company and to obtain and justify public confidence and to avert or minimise financial disturbances which might affect the company.
17. To remunerate any person or company for services rendered or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures or other securities of the Company or in or about the formation of the company or the conduct of its business.
18. To pay, satisfy or compromise, claims made against the Company which it may be necessary or seem expedient to pay, satisfy or compromise.
19. Subject to the provisions of Banking Regulation Act, 1949, to draw, make accept, endorse, discount execute and issue promissory notes, cheques, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
20. To open bank accounts of all nature including overdraft accounts and to operate the same.



21. To adopt such means of making known and advertising the business and products of the Company as may seem expedient.
22. To procure the company to be registered or recognised in any state or place in India, foreign country or place in the world.
23. To amalgamate with any other company having objects altogether or in part similar to those of this Company.
24. To distribute any of the Company in specie among the members in the event of its being wound up.
25. If thought fit, to take steps for dissolving, the Company and incorporating its members as a new Company for any of the objects specified in this memorandum or for effecting any other modification in the Company's constitution.
26. To pay either in cash or by allotment of shares or otherwise as the Company deems fit, all costs, expenses and charges incurred or sustained in or about the promotion and establishment of the company which the Company shall consider to be in the nature of preliminary expenses.
27. To employ experts to investigate and examine into condition, prospects, value, character and circumstances of any business concerns and under taking generally of any assets, property or rights.
28. To place, to receive or to distribute bonus shares among the members or otherwise to apply any moneys received by way of premium on shares or debentures issued at a premium by the Company and any money received; in respect of dividends secured on forfeited shares and moneys arising from the sale by the Company of forfeited shares.
29. To facilitate and encourage and assist the creation, issue or conversion of debentures, bonds obligations, shares, shares, stocks and securities, and to act as trustees in connection with any such securities and take part in the conversion of business concerns and undertaking into companies, to carry on all kinds of promotion of business, and in particular, to form constitute, float assist and control any companies, association or undertakings whatsoever.
30. To acquire, build, make construct, equip, hire, let on hire, lease, maintain, improve, alter and work factories, building roads, water courses and other works and conveniences which may be necessary or convenient for the purpose of the

Company, or may seem calculated directly or indirectly to advance the Company's interests, and to contribute to, subsidise or otherwise assist or take part in; the construction, improvement, maintenance, working management, carrying out or control thereof.

31. To constitute any trust with a view to the issue of preferred and deferred or any other special stocks, securities or certificates based on or representing any share stock or other assets specifically appropriated for the purpose of any such trust, and to settle and regulate and if thought fit, to undertake and execute any such preferred, deferred or other special stocks, securities or certificates.
32. To acquire, undertake or have an interest in the whole or any part of the business property and liabilities of any person, firm or company carrying on business or undertaking which the company is authorised to carry on, or is capable of being conducted so as to be of benefit and advantage to the Company or possessed of the property suitable for the purpose of this Company.
33. To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this company or for any other purpose, which may seem directly or indirectly calculated to benefit this company.
34. To apply for, purchase or otherwise acquire any patents, brevetd-invention, licences, concessions and the like, conferring any exclusive or non- exclusive or limited rights to use, any secretor information as to any invention which may seem capable of being used for any of the purposes of the company or the acquisition of which may; seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
35. To carry on any scientific research or other research which may be of benefit to the company to establish, conduct and carry on any educational or other institution and research or such other activities for the attainment of the above objects.
36. To create any Depreciation fund, Reserve fund, Sinking fund, Insurance fund or any other Special fund whether for depreciation or fir repairing, improving, extending or maintaining any the property of the company or for any other purpose conducive to the interests of the company, subject to the provisions of the Companies (Transfer of Profits to Reserves) rules, 1975.

37. To do all or any of the above things in any part of the world as principals, agents, contractors, agents or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

**(B) THE OTHER OBJECTS:**

1. To manage, or let the same or any part thereof for any period, whether belonging to the company or not and sit such rent and on such conditions as the company shall think fit, to collect rents and income and to supply to tenants and occupiers and others light, heat, refreshments, attendants, messengers, waiting-rooms, meeting rooms, lavatories, bath houses, laundry conveniences, electric conveniences, garages, recreation facilities and other, advantages which from time to time the Company shall consider desirable or to carry out or supply the same on such terms as the Company may think fit.
2. To carry on the business as, agriculturists, planters, cultivators, of groundnut, paddy, tobacco castor and or any other kind of produce.
3. To carry on the business of general carriers, forwarding agents, establish and maintain transport services and so on-and make transport facilities to the public and for merchandise of every description what so ever.
4. To carry on business as manufactures, dealers and traders in all types of packing material of every description including paper, jute, cotton, fibre, hessian, wood, rubber, polythene, metal foils and of synthetic nature.
5. To carry on the business of manufacturers and producers of fats, fertilizers, cattle food, poultry feed, insecticides, manures, fungicides, weedlcides, sprayers and remedies, of all kinds of agriculture produce growing or other purpose or remedies for men or animals and whether produced from vegetable or animal matter or by nay chemical process.
6. To establish. Erect, build, manager and run rice mills and /or oil mills for the manufacturer of rice different oils and their by-products including decortication expelling of groundnuts, tobacco, castor and any other products.
7. To carry on business as selling and/or purchasing agents, distributors, manufacturers, dealers, merchants, importers, exporters, traders, contractors, ware housemen.
8. To carry on the on the business of insurance agents or claim settling agents or surveyors for all or any kinds of insurance for merchandise of every description whatsoever of the company.

9. To carry on the business as manufacturers of and dealers in PVC (Plastic) compound useful as raw material in plastic industry and for other industrial purposes and to manufacture plastic moulds, fabrication, PVC transplant, tubings, pumps and all other kinds of plastic goods for industrial, trade and domestic purpose
10. To carry on the business of manufacturers of and dealers in Caustic Soda, Chlorine, synthetic hydrochloric acid, phosphoric acid, urea rock phosphate, super phosphate, tripte, super phosphate and fertilizers including mixed fertilizers of all kinds and descriptions including nitrogenous mixed fertilizers and alkalies, chemical fertilizer, insecticides and pesticides
11. To carry on the business of manufacturers of and dealers in bleaching powder, Sodaash, basic acid, Formic acid, Acetic acid, sulphuric and othe acids, ammonia, ammonium sulphate and other salts of ammoniflne chemicals, pesticides and by products
12. To carry on the business of manufacturers and dealers in all kind of organic heavy chemicals

#### **IV. THE LIABILITY OF THE MEMBERS OF THE COMPANY IS LIMITED**

- V. *\* The Authorized Share Capital of the company is Rs.125,00,00,000/- (Rupees One Hundred and Twenty Five Cores only) divided into 20,00,00,000 (Twenty Crores only) Equity Shares of Rs.5/- (Rupees Five only) each and 25,00,000 (Twenty Five Lac only) Preference Shares of Rs.100/- (Rupees One Hundred only) with rights, privileges and conditions attaching thereto as are provided by the regulation of the Company for the time being. The company has power from time to time to increase or reduce its capital and to divide the shares in the original or increased capital for the time into several classes and to attach thereto respectively such preferential rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as many be permitted by the Companies Act, 2013 or provided by the regulations of the company for the time being.*

*\*(The Authorized share capital of the company was altered from 1,25,00,00,000 (Rupees One hundred and Twenty Five crore Only) divided into 10,00,00,000 (Ten Crores only) Equity Shares of Rs.10/- (Rupees Five only) each and 25,00,000 (Twenty Five Lac only) Preference Shares of Rs.100/- (Rupees One Hundred only) to 1,25,00,00,000/- (Rupees One Hundred and Twenty Five Cores only) divided into 20,00,00,000 (Twenty Crores only) Equity Shares of Rs.5/- (Rupees Five only) each and 25,00,000 (Twenty Five Lac only) Preference Shares of Rs.100/- (Rupees One Hundred only) in the extraordinary General Meeting of the company held on 06<sup>th</sup> Day of March 2026)*

We, the several persons, whose names and addresses are subscribed hereunder are desirous of being formed into a company in pursuance of the memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

SL. No.	NAME, ADDRESS, OCCUPATION AND DESCRIPTION OF SUBSCRIBERS & SIGNATURES	NO. OF EQUITY SHARES TAKEN BY EACH SUBSCRIBER	NAME OCCUPATION, ADDRESS, DESCRIPTION OF WITNESS WITH SIGNATURE
1.	V.G.K. PRASAD D NO.27-6-114, Prakasam Road Vijayawada-520 002 Business (sd)	100 (Hundred)	(SD) M PURUSHOTHAMA RAO S/o. Bhaskara Rao Chartered Accountant D.No.27-21-6, Kaleswara Rao Road Viajayawada- 520 002
2.	V INDIRA DEVI 3 <sup>rd</sup> road R.T.C. Colony Vijayawada- 520 008 House Wife (Sd)	100 (Hundred)	
3.	U.P.CHANDRA SEKHAR D.NO. 3-30-10, Lalitananda Nagar Guntur- 5220 06 Business (Sd)	5 (Five)	
		5 (Five)	
4.	U MAMATHA DEVI D.No.3-30-10 Lalitananda Nagar Guntur-520 006		
	<b>Total no of Equity Shares taken</b>	<b>210 (Two Hundred and ten Only)</b>	

Place: Vijayawada

Date: 10.04.1991

# **IKF Finance Limited**

## **Employee Stock Option Plan 2026**



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## **1. Name, Objectives and Term of the Plan**

- 1.1 This Employee Stock Option Plan has been formulated for and on behalf of **IKF Finance Limited** and shall be called the '**IKF Finance Employee Stock Option Plan 2026**' (hereinafter referred to as "**the Plan**") which expression shall include any alterations, amendments or modifications hereto from time to time, for the benefit of employees of the Company. The Plan has been approved by the Board on February 05, 2026 and by the shareholders of the Company pursuant to the special resolution passed at the extra ordinary general meeting of the shareholders, held on xxxxx.
- 1.2 The objectives of the Plan are as follows:
- i. To enable the Employees of the Company, and its Subsidiary (as defined in Section 2.1) to get a share in the value that they help to create for the Company over a period of time;
  - ii. To attract and retain talented people, who add to the strength of the Company; and
  - iii. To reward Employees for good performance in the past and to motivate similar performance in the future.
- 1.3 This Plan is established with effect from xxxxxx, i.e., the date of approval by the shareholders and shall continue to be in force until the earlier of the following two events:
- i. its termination by the Board, or
  - ii. the date on which all of the Stock Options available for issuance under the Plan have been issued and exercised.
- 1.4 The Plan has been framed in accordance with the Companies Act, 2013 and the Companies (Share Capital and Debentures) Rules, 2014, each as amended and other applicable rules, regulations and provisions of law for the time being in force and shall be subject to any modifications or amendments or re-enactments thereof. The Board or its Committee may subject to compliance with Applicable Laws, at any time alter, amend, vary, suspend or terminate the Plan.

## **2. Definitions and Interpretations**

- 2.1 The following definitions shall apply to the Plan, unless otherwise stated:

<b>Word / Expression used</b>	<b>Meaning assigned</b>
<b>Abandonment</b>	means the termination of employment by the Company without notice, due to unauthorized absence of an Employee from work beyond 3 consecutive working days.
<b>Administrator</b>	means the Board of Directors of the Company or any of its Committees as constituted or reconstituted from time to time to administer and supervise the Employee Stock Options in accordance with Section 4 of this Plan.
<b>Applicable Laws</b>	means any law, bye-law, legislation, subordinate or delegated, statute, regulation, enactment , rule or order, in India of any government, statutory authority, tribunal, board, court or recognized stock exchanges and the Applicable Laws of any other country or jurisdiction where the Employee Stock Options are Granted under the Plan, as amended, modified, consolidated or replaced, from time to time, relating to Stock Options and

## IKF Finance Employee Stock Option Plan 2026

Word / Expression used	Meaning assigned
	<p>applicable to the Company and all relevant tax, securities, corporate laws or amendments thereof including any circular, guidelines or notifications issued thereunder, of India or of any relevant jurisdiction out of India to the extent applicable.</p> <p>This includes, without limitation, the Companies Act, 2013, Companies (Share Capital and Debenture) Rules, 2014, all relevant tax laws and where applicable Securities and Exchange Board of India Act, 1992 rules, regulations, circulars, directions, notifications thereto.</p>
<b>Associate Company</b>	means a company as defined under Section 2(6) of the Companies Act.
<b>Articles</b>	means the constitution or the Articles of Association (as applicable) of the Company as amended from time to time.
<b>Board</b>	means the Board of Directors of the Company as constituted and re-constituted from time to time, and where the context so requires, shall mean the Committee.
<b>Committee / Compensation Committee</b>	means the nomination and remuneration committee or any other committee of the Board, as constituted or reconstituted from time to time under the provisions of the Companies Act and Regulation 19 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, with a view to administer and supervise the Employee Stock Option plans of the Company including this Plan. The Committee shall have the functions of, inter alia formulating, implementation, administration and superintendence of the Plan.
<b>Companies Act</b>	means the Companies Act, 2013 and includes any statutory modifications or re-enactments thereof read with the rules and regulations framed thereunder (including the Companies (Share Capital and Debenture Rules), 2014, as amended from time to time.
<b>Company</b>	means <b>IKF Finance Limited</b> , incorporated in India, having registered office at 40-1-144, 3rd floor, Corporate centre, M.G.road, Vijayawada – 520010.
<b>Company Policies / Terms of Employment</b>	means the Company's policies for its Employees, including Employees of its Subsidiary, and the terms of employment as contained in the Employment Letter and any other rules / bye-laws issued from time to time.
<b>Current Shareholder</b>	means a person, whether a natural individual or a corporate entity, holding Shares in the paid-up Equity Share capital of the Company at the relevant point of time and the plural of term Current Shareholders refers to all such Current Shareholders of the Company.
<b>Director(s)</b>	means a Director on the Board of the Company.

## IKF Finance Employee Stock Option Plan 2026

Word / Expression used	Meaning assigned
<b>Eligibility Criteria</b>	means the criteria (including but not limited to performance, merit, grade, conduct, length of service of the Employee till the Grant Date) as may be determined from time to time by the Board or its Committee for granting the Options to the Employees.
<b>Employee</b>	<p>means</p> <ul style="list-style-type: none"> <li>i. an employee as designated by the Company, who is exclusively working in India or outside India; or</li> <li>ii. 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</li> <li>iii. an employee as defined in sub-clauses (i) or (ii) in this para, of a group company including Subsidiary or Associate Company, in India or outside India, or of a holding company of the Company,</li> </ul> <p><b>but does not include—</b></p> <ul style="list-style-type: none"> <li>a) an Employee who is a Promoter or a person belonging to the Promoter group; or</li> <li>a. 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;</li> </ul>
<b>Equity Shares or Shares</b>	means the Equity Shares of the Company arising out of the Exercise of Options granted under this Plan.
<b>Exercise</b>	means making of an application in the prescribed form by an Employee to the Company to subscribe/purchase the Shares underlying the Options Vested in him/her accompanied by payment of Exercise Price of such Options against Vested Options in pursuance of the Plan in accordance with the procedure laid down by the Company for Exercise of such Options.
<b>Exercise Period</b>	means such time period after Vesting within which the Employee should Exercise the Options Vested in him/her in pursuance of the Plan.
<b>Exercise Price</b>	means the price determined by the Board or its Committee from time to time, as per the provisions of this Plan and subject to the criteria specified in the Letter of Grant, being payable by an Employee in order to Exercise the Options Vested to him/her in pursuance of the Plan. The Exercise Price shall be in compliance with the accounting standards as applicable to the company from time to time.
<b>Exercise Window</b>	means, before Listing of the Shares of the Company, such time period (referred to as 'Exercise Window') during each financial year within which the Board shall allow Exercise of Vested Options of Option Grantee in pursuance of this Plan and in accordance with such rules and procedures as may be specified by the Board at the

## IKF Finance Employee Stock Option Plan 2026

Word / Expression used	Meaning assigned
	start of each such Exercise Window.
<b>Expiry Date</b>	means the final date on which an Option Grantee can Exercise his or her Options. For the purposes of this Plan, Expiry Date shall, subject to 8.2.1(c), be set as 10 (ten) years from the date of Grant. Expiry Date shall be not be applicable after Listing of Shares of the Company.
<b>Grant</b>	means the process by which the Company issues Options to the Employees under the Plan.
<b>Independent Director</b>	shall have the same meaning assigned to it under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Section 149(6) of the Companies Act
<b>Letter of Grant</b>	means the letter issued by the Company by which Grant of Option(s) is communicated to the Option Grantee for acquiring a specified number of Equity Shares at the stated Exercise Price, subject to the rules of the Plan.
<b>Liquidity Event</b>	<p>means any one or more of the following events on (or prior to) the happening of which the Board or its Committee, may in its sole discretion consider and treat it as a Liquidity Event, subject to such terms and conditions as it deems appropriate:</p> <ul style="list-style-type: none"> <li>a. <b>Listing of Equity Shares</b> of the Company on a recognized Stock Exchange, as defined in this section;</li> <li>b. <b>Strategic Sale</b> event, as defined in this section.</li> <li>c. <b>Offer of purchase of Equity Shares underlying the Options by an Investor:</b> Any individual, entity or group ("Investor"), who intends to subscribe the Shares of the Company and / or acquire Shares from the Current Shareholder(s), may with the consent of the Board, make an offer ("Offer") to the Option Grantees for purchase of any or all Shares underlying their Options.</li> <li>d. <b>Cash Settlement or Buy-back</b> event whereby the Company makes an offer for settlement of the Vested Options with the Option Grantee or purchase Shares underlying Vested Options, respectively;</li> <li>e. <b>Any other event</b>, which the Board or its Committee to the extent possible may designate as a Liquidity Event for the purpose of this Plan.</li> </ul> <p>For the avoidance of doubt, note that <b>prior to Listing</b>, there may be <b>more than one Liquidity Event</b> during the term of this Plan. The rules of this and the Plan shall apply to each such Liquidity Event. However, <b>in case of Listing</b>, there shall be <b>no further Liquidity Event</b> (as defined above) under this Plan. The Plan shall continue post Listing with the rules defined in this Plan, as applicable in a post Listing scenario.</p>
<b>Listing</b>	means the Listing of the Company's Shares on any recognized Stock

## IKF Finance Employee Stock Option Plan 2026

Word / Expression used	Meaning assigned
	Exchange as per Applicable Laws.
<b>Market Price</b>	<p>means the value of an Equity Share as on any date determined as follows:</p> <ul style="list-style-type: none"> <li>• Prior to Listing, the value of an Equity Share as communicated to the Option Grantee by the Board or its Committee (where constituted) in line with Applicable Laws.</li> <li>• Post Listing, the latest available closing price on the recognized Stock Exchange on which the Shares of the Company are listed. In case Shares are listed on more than one recognized Stock Exchange, then the closing price on the recognized Stock Exchange having higher trading volume on the said date shall be considered.</li> </ul>
<b>Misconduct</b>	<p>means any of the following acts or omissions by an Employee in addition to any provisions prescribed in the Company Policies / Terms of Employment amounting to violation or breach of Terms of Employment as determined by the Board after giving the Employee an opportunity of being heard:</p> <ul style="list-style-type: none"> <li>(i) dishonest statements or acts of an Employee, with respect to the Company;</li> <li>(ii) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud committed by the Employee;</li> <li>(iii) gross negligence, misconduct or insubordination of the Employee in connection with the performance of his duties and obligations towards the Company;</li> <li>(iv) breach by the Employee of any terms of his employment agreement or the Company's policies or other documents or directions of Company;</li> <li>(v) participating or abetting a strike in contravention of any law for the time being in force; and</li> <li>(vi) misconduct as provided under the labor laws after following the principles of natural justice.</li> <li>(vii) Any other breaches, violations, misfeasance or wrongdoing with respect to any rule, regulation or law which was expected to be abided by the Company.</li> </ul> <p>Note that the <b>Board or its Committee (as applicable) shall evaluate and decide on Misconduct or otherwise</b> of any employee in above cases. The decision of the Board or its Committee in this regard shall be final and binding on all parties.</p>
<b>Option Grantee</b>	means an Employee who has been granted a Stock Option in pursuance of the Plan and shall deem to include nominee / legal heir of an Option Grantee in case of his / her death to the extent provisions of the Plan are applicable to such nominee / legal heir.
<b>Permanent Incapacity</b>	means any incapacity of whatsoever nature, be it physical, mental or otherwise, which incapacitates or prevents or handicaps an

## IKF Finance Employee Stock Option Plan 2026

Word / Expression used	Meaning assigned
	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 Board based on a certificate of a medical expert identified by the Board.
<b>Plan</b>	means the <b>IKF Finance Employee Stock Option Plan 2026</b> , as amended from time to time, under which the Company is authorized to Grant Options to the Employees.
<b>Promoter</b>	shall have the same meaning assigned to such term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time-to-time post Listing and prior to Listing, shall have the same meaning assigned to such term as under the Companies Act, 2013, as amended from time to time.
<b>Promoter Group</b>	shall have the same meaning assigned to such term under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time post Listing and prior to Listing, shall mean (a) an immediate relative of the Promoter (i.e. spouse of that person, or any parent, brother, sister or child of the person or of the spouse); (b) persons whose shareholding is aggregated for the purpose of disclosing 'shareholding of the Promoter Group' in the offer document or prospectus issued or to be issued by the Company.
<b>Retirement</b>	means Retirement as per the rules of the Company.
<b>SEBI</b>	means the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992, as amended.
<b>SEBI SBEB Regulations</b>	means the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended and reenacted from time to time and includes any regulations, clarifications or circulars issued thereunder.
<b>Stock Exchange</b>	means the National Stock Exchange of India Ltd., BSE Ltd., or any other recognized Stock Exchange in India or any other country, on which the Company's Shares are Listed or to be Listed in future.
<b>Stock Option or Option</b>	means an Option granted to an Employee which gives such Employee a right, but not an obligation, to purchase or subscribe at a future date, Shares underlying such Option at a pre-determined price in accordance with the Plan.
<b>Strategic Sale</b>	means sale of Shares held by the Current Shareholders, in one or more tranches, to any individual(s), entity(ies) or group(s), other than between Current Shareholders or their immediate relations, of more than Fifty (50%) percentage of the Share Capital or voting power in the Company and resulting in change of control over the affairs of the Company, management or policy making or in the constitution of the Board.

## IKF Finance Employee Stock Option Plan 2026

Word / Expression used	Meaning assigned
<b>Subsidiary</b>	Subsidiary means IKF Home Finance Limited.
<b>Unvested Option</b>	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.
<b>Vested Option</b>	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 subject to fulfillment of Exercise conditions.
<b>Vesting</b>	means earning by the Option Grantee, of the right to Exercise the Options granted to him/her in pursuance of the Plan. The terms 'Vest' or 'Vested' should be construed accordingly.
<b>Vesting Condition</b>	means the condition prescribed if any subject to satisfaction of which the Options granted would vest in an Option Grantee.
<b>Vesting Period</b>	means the period during which the Vesting of the Option granted to the Option Grantee, in pursuance of the Plan takes place. However, the vesting period shall not be less than 1 (one) year from the date of Grant of Options; provided that in case of death or Permanent Incapacity, the minimum vesting period of 1 (one) year shall not apply.

In case of Listing, all provisions inconsistent with SEBI SBEB Regulations shall automatically stand modified to the extent required

### 2.2 Interpretation: In this Plan, unless the contrary intention appears:

- a. the clause headings are for ease of reference only and shall not be relevant to interpretation;
- b. reference to a clause number includes reference to its sub-clauses;
- c. words in singular number include the plural and vice versa;
- d. words importing a gender include any other gender; and
- e. reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference.
- f. reference to any act, rules, statute or notification shall include any statutory modification, substitution or re-enactment thereof;
- g. any reference to any statute or statutory provision or Applicable Law shall include:
  - i. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
  - ii. such statute or provision as may be amended, modified, re-enacted or consolidated
- h. any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form.

Words and expressions used and not defined here but defined in the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957 or the Companies Act, and under any Applicable Laws including any statutory modification or re-



enactment thereto, shall have the meanings respectively assigned to them in those legislation, as the context requires.

### 3. Authority

- 3.1 The shareholders of the Company, by way of a special resolution passed at their meeting held on XXXXXXXX, have approved the grant of Stock Options to eligible Employees under this Plan, aggregating up to a maximum of 14,19,892 (Fourteen Lakh Nineteen Thousand Eight Hundred and Ninety-Two only) Options, representing approximately 1.5% of the fully diluted paid-up equity share capital of the Company as on the date of shareholders' approval unless revised by the Board subject to the approval of the shareholders. These Options may be granted in one or more tranches from time to time under the Plan and shall be exercisable into fully paid-up Equity Shares of the Company, of such face value as may be applicable from time to time, including pursuant to any sub-division, consolidation, stock split, bonus issue, or reclassification of share capital
- 3.2 The number of Options that can be granted to an Employee under this Plan shall not, at any time, be equal to or exceed one percent of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant of Option, without prior approval of the shareholders by way of a special resolution in a general meeting and shall be subject to the adjustments for any sub-division or consolidation of the Shares, as set out below. Further, prior approval of the Shareholders shall be obtained in the form of a special resolution, as per provisions of the Applicable Laws in case of Grant of Option to the identified Employees of Holding or its Subsidiary or Associate Company (present or future) as determined by the Board or its Committee at its own discretion
- 3.3 The maximum number of Options that may be granted to each Employee shall vary depending upon the designation and the appraisal/assessment process. However, the Board or its 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 in any tranche.
- 3.4 If a Stock Option gets lapsed, cancelled, expires or becomes un-exercisable due to any other reason, it shall become available for future Grants, subject to compliance with all Applicable Laws.
- 3.5 In case of a Share split or consolidation if the face value of the Shares is less or more than the current face value as prevailing at the time of coming into force of this Plan, the maximum number of Options available for being granted under this Plan, as specified above, shall stand modified accordingly, so as to ensure that the cumulative face value (number of Shares x Face value per share) of the total Shares prior to such Share split or consolidation remains unchanged after such Share split or consolidation..

### 4. Administration

- 4.1 The Plan shall be administered by the Board or a Committee appointed by the Board, wherein the Committee shall be constituted to comply with Applicable Laws.
- 4.2 All functions relating to the superintendence of this Plan shall be discharged by the Board or its Committee.
- 4.3 All questions of interpretation of the Plan shall be determined by the Board or, where constituted, the Committee, as the case may be, and such determination shall be final and binding upon all persons having an interest in the Plan. Neither the Company nor the Board shall be liable for any action or determination made in good faith with respect to Plan or any Options granted thereunder.
- 4.4 The administration of Plan shall include, but not be limited to determination of the following as per provisions of the Plan and Applicable Laws:
- a) The procedure for Option allocation and the specific quantum of Options to be granted under the Plan to the Employees, both per Employee and in aggregate.

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- b) The Eligibility Criteria for Grant of Options to the Employees;
  - c) The Exercise Price applicable to each Option Grantee;
  - d) Vesting schedule of Options granted;
  - e) Vesting Condition(s) of Options granted;
  - f) Determining the conditions under which Vesting and/or the Exercise Period of the Options shall be accelerated for all or selected employees at the discretion of the Board or its Committee;
  - g) Making fair and reasonable adjustment in case of corporate actions such as merger, de-merger, sale of division, stock split / consolidation, rights issues, bonus issues, spin-off, reverse merger and others by way of revision in the number of Options, Exercise Price, Vesting Conditions, Exercise conditions, any Vesting acceleration or waiver of forfeiture restrictions as the case may be, in accordance with Applicable Laws (if any) to ensure that such corporate action does not result in diminution of value of such Options;
  - h) Determining the restrictions on the Shares issued under this Plan including any mandatory buyback or repurchase of such Shares;
  - i) The procedure and terms for the Grant, Vesting and Exercise of Stock Option in case of Employees who are on long leave or sabbatical;
  - j) The conditions under which the Options granted to Option Grantees may lapse in case of Misconduct, whether resulting in termination of employment / service or not, or commission of act on part of Option Grantee resulting in adverse impact on the Company;
  - k) Mode of payment of the Exercise Price (cheque, demand draft, deduction from salary, or any other mode);
  - l) The procedure for cashless Exercise of Stock Options, if required;
  - m) Subject to compliance with Applicable Law, laying down the procedure for formation of a trust, in line with Applicable Laws and implementation of this Plan through a trust, and where required, making necessary changes to this Plan for such implementation if required; and
  - n) Forms, writings and/or agreements for use in pursuance of the Plan; and
  - o) Any other point categorically mentioned in this Plan as being a Board decision.
- 4.5 The Board or its Committee shall, from time to time, frame suitable policies and / or systems to ensure that there is no violation of any of the Applicable Laws by the Company and the Employees, including (a) the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("**SEBI Insider Trading Regulations**"), (b) SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003, each as amended and (c) provisions of Companies Act and all applicable rules made thereunder; and (d) any other regulation as may be notified by the Securities and Exchange Board of India or any other authority from time to time by the Company and its Employees, as may be applicable, in accordance with Applicable Laws and regulatory requirements
- 4.6 Once listed, in case the Company is making a new issuance of Shares, the Shares so issued will be listed immediately on the Stock Exchanges where the existing Shares are listed and the Company shall appoint a registered merchant banker for the implementation of this Plan covered by the SEBI SBEB Regulations until the stage of obtaining in-principle approval from the Stock Exchanges in accordance with the SEBI SBEB Regulations

## 5. Eligibility and Applicability

- 5.1 Stock Options may be granted to Employees, as defined in Section 2 of the Plan. The Board or its Committee, shall formulate the Eligibility Criteria and the details of the specific Employees to whom the Options would be granted.
- 5.2 The Plan shall be applicable to the Company, its Subsidiaries and any successor company / companies thereof.
- 5.3 The Stock Options granted to an Option Grantee shall be subject to the terms and conditions set forth in this Plan and Letter of Grant.
- 5.4 The Grant of Options (if any) to a Non-Executive Non-Independent Director or to a Director nominated by an institution as its representative on the Board of the Company shall be done in compliance with SEBI SBEB Regulations

## 6. Grant and Acceptance of Grant

### 6.1 *Grant of Options:*

Each Grant of Option under the Plan 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 Plan from time to time.

### 6.2 *Acceptance of the Grant:*

- a) Any Employee who wishes to accept the Grant made under this Plan 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 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 as applicable, will become an Option Grantee.
- b) Any Employee who fails to deliver the signed acceptance of the Letter of Grant on or before the Closing Date stated above shall be deemed to have rejected the Grant, unless the Board or the Committee determines otherwise.
- c) Upon acceptance of the Grant in the manner described above, the Employee henceforth referred to as an Option Grantee, shall be bound by the terms, conditions and restrictions of the Plan and the Letter of Grant. The Option Grantee's acceptance of the Grant of Options under the Plan, within the time period provided, shall constitute an agreement between the Option Grantee and the Company, to the terms of this Plan and the Letter of Grant.

## 7. Vesting Conditions

- 7.1 Options granted under the Plan shall vest within a specified time period, or on achievement of certain performance milestones or both subject to a minimum Vesting Period of one (1) year, as determined by the Board or its Committee and as specified in the Letter of Grant issued to the Option Grantee.
- 7.2 Provided that in case where Options are granted by the Company under the Plan in lieu of Options held by a person under a similar Plan in another Company (Transferor Company) which has merged or amalgamated with the Company, the period during which the Options granted by the Transferor Company were held by him/her may be adjusted against the minimum Vesting Period required under this clause, at the discretion of the Board.
- 7.3 Vesting of Options would be subject to continued employment with the Company or its Subsidiary (as may be applicable).

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- 7.4 In addition to this, the Board may also specify certain performance criteria for Employees, subject to satisfaction of which the Options would vest. Further, the employee shall get minimum 3 rating in order to be eligible for annual vesting under the plan. The Board may, in exceptional circumstances, allow vesting despite rating/PIP, with recorded reasons
- 7.5 The specific Vesting schedule and Vesting Conditions subject to which Vesting would take place would be outlined in the Letter of Grant given to the Option Grantee at the time of Grant of Options.
- 7.6 Notwithstanding any of the above points, Vesting of the Options shall stop immediately in case the Option Grantee is placed on a Performance Improvement Plan (PIP) by the Company or its Subsidiary (as may be applicable). Any Unvested Options in such a case shall be cancelled with immediate effect, unless otherwise decided by the Board or its Committee. The Option Grantee shall be allowed to continue holding his/her Vested Options subject to the terms and conditions of the Plan.
- 7.7 Furthermore, Vesting of the Options shall stop immediately in case any disciplinary action is initiated by the Company or its Subsidiary (as may be applicable) against the Option Grantee in response to Misconduct of the Option Grantee and communicated to him / her in writing. Any Vested and Unvested Options in such a case shall be cancelled if the misconduct is proven, unless otherwise decided by the Board or its Committee.
- 7.8 Vesting of 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 or extended maternity or paternity leave, as per the Company's Policies / Terms of Employment, unless otherwise decided by the Board. 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 Board.
- 7.9 Notwithstanding anything contained elsewhere in this Plan, no acceleration of vesting of Options shall be permitted without Board Approval. All Options granted under this Plan shall vest strictly in accordance with the vesting schedule and vesting conditions specified in the respective Letter of Grant, and subject to continued employment and fulfillment of applicable performance and eligibility conditions

## 8. Exercise

### 8.1 *Exercise Price:*

- a) The Exercise Price shall be such price, as determined by the Board from time to time, in accordance with Applicable Laws and as evidenced in the Letter of Grant unless subsequently modified by the Board. The Exercise Price shall be adjusted for any split, bonus issuance, consolidation, reclassification or sub-division of Shares, as may be determined by the Board. For the avoidance of doubt, note that the Exercise Price may be different for different set of Employees for Options granted on same / different dates
- b) Payment of the Exercise Price shall be made by a crossed cheque or online or a demand draft drawn in favour of the Company or by electronic mode through any banking channel such as National Electronic Funds Transfer (NEFT), Real Time Gross Settlement (RTGS), Immediate Payment Service (IMPS) or in such other manner as the Board may decide from time to time.

### 8.2 *Exercise Period and Conditions:* The Exercise Period and related conditions applicable to the Option Grantee are as follows:

#### 8.2.1 *Exercise Period and Conditions for Exercise*

- a) *While in employment / service:*

##### Prior to Listing

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The Vested Options with an Option Grantee while in employment/service with the Company may be Exercised as follows:

- Any time after Vesting within the Exercise Window provided by the Board in each financial year; or
- Immediately prior to or directly upon happening of a Liquidity Event, in whole or in part, in accordance with Section 8.3 of the Plan, and instructions by the Board or its Committee in relation to such event. In this respect, the Exercise Period shall be the period as notified by the Board or its Committee and all Vested Options not Exercised within such period shall lapse automatically, unless otherwise decided by the Board or its Committee.

### Post Listing

Post Listing of the Shares of the Company, the Vested Options with an Option Grantee while in employment/service with the Company may be Exercised anytime within 3 years from the Vesting Date, failing which the Vested Options shall automatically lapse unless otherwise decided by the Board / Committee. During this period, the Vested Options may be Exercised by the Option Grantee at one time or at various points of time, following such procedures as determined by the Board or its Committee from time to time.

### b) **Exercise Period in case of separation from employment:**

The events of separation along with respective conditions regarding Vested Options and Unvested Options are provided as follows:

S. No.	Events of Separation	Vested Options*	Unvested Options
1	<b>Resignation / Termination</b> <i>(On account of any reason whatsoever other than due to Misconduct, breach of Company Policies / Terms of Employment, Retirement, Abandonment, Death or Permanent Incapacity)</i>	<u><b>Prior to Listing</b></u> All the Vested Options as on date of notice of resignation/ termination can be Exercised by the Option Grantee within 6 months from the date of resignation / termination, <b>failing</b> which the Vested Options shall automatically lapse. <u><b>Post Listing:</b></u> All the Vested Options as on date of resignation/ termination shall be Exercised by the Option Grantee within 90 days from the date of resignation / termination, <b>failing</b> which the Vested Options shall automatically lapse.	All the Unvested Options as on date of resignation/ termination shall stand <b>cancelled</b> with effect from that date.
2	<b>Termination due to Misconduct, breach of Company Policies / Terms of Employment</b>	All the Vested Options at the time of such termination shall stand <b>cancelled</b> with effect from the date of such termination.	All the Unvested Options at the time of such termination shall stand <b>cancelled</b> with effect from the date of such termination.

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S. No.	Events of Separation	Vested Options*	Unvested Options
3	Retirement	<p><b><u>Prior to Listing</u></b></p> <p>All the Vested Options as on date of Retirement can be Exercised by the Option Grantee anytime post the date of Retirement within the Exercise window provided by the Board or directly upon or prior to happening of a Liquidity Event, <b>failing which</b> the Vested Options shall automatically lapse.</p> <p><b><u>Post Listing:</u></b></p> <p>All the Vested Options as on date of Retirement shall be Exercised by the Option Grantee within 3 years from the Vesting Date, <b>failing which</b> the Vested Options shall automatically lapse.</p>	<p><b><u>Prior to Listing</u></b></p> <p>All Unvested Options on the date of Retirement shall stand <b>cancelled</b> with effect from that date.</p> <p><b><u>Post Listing</u></b></p> <p>All Unvested Options on the date of Retirement shall <b>continue to Vest</b> as per the original Vesting schedule and shall be Exercised by the Option Grantee within 3 years from the Vesting Date, failing which the Vested Options shall automatically lapse.</p>
4	Death**	<p><b><u>Prior to Listing</u></b></p> <p>All the Vested Options as on date of death can be Exercised by the Option Grantee's nominee or legal heir anytime post the date of death within the Exercise Window provided by the Board or directly upon or prior to happening of a Liquidity Event, <b>failing which</b> the Vested Options shall automatically lapse.</p> <p><b><u>Post Listing:</u></b></p> <p>All the Vested Options as on the date of death shall be Exercised by the Option Grantee's nominee or legal heir anytime within 3 years from the date of death, <b>failing which</b> the Vested Options shall automatically lapse.</p>	<p><b><u>Prior to Listing</u></b></p> <p>All the Unvested Options as on date of death shall be deemed to have been Vested immediately and can be Exercised by the Option Grantee's nominee or legal heir anytime post the date of death within the Exercise window provided by the Board or directly upon or prior to happening of a Liquidity Event, <b>failing which</b> the Vested Options shall automatically lapse.</p> <p><b><u>Post Listing:</u></b></p> <p>All the Unvested Options as on the date of death shall be deemed to have been <b>Vested</b> immediately and shall be Exercised by the Option Grantee's nominee or legal heir anytime within 3 years from the date of death, <b>failing which</b> the Vested Options shall automatically lapse.</p>
5	Termination due to Permanent	<p><b><u>Prior to Listing</u></b></p>	<p><b><u>Prior to Listing</u></b></p> <p>All the Unvested Options as on</p>

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S. No.	Events of Separation	Vested Options*	Unvested Options
	<b>Incapacity**</b>	<p>All the Vested Options as on date of termination can be Exercised by the Option Grantee anytime post the date of termination within the Exercise window provided by the Board or directly upon or prior to happening of a Liquidity Event, <b>failing</b> which the Vested Options shall automatically lapse.</p> <p><b>Post Listing:</b></p> <p>All the Vested Options up to the date of such termination shall be Exercised by the Option Grantee within 3 years from the date of termination, <b>failing</b> which the Vested Options shall automatically lapse.</p>	<p>date of termination shall be deemed to have been Vested immediately and shall be Exercised by the Option Grantee anytime post the date of termination within the Exercise window provided by the Board or directly upon or prior to happening of a Liquidity Event, <b>failing</b> which the Vested Options shall automatically lapse.</p> <p><b>Post Listing:</b></p> <p>All the Unvested Options up to the date of such termination shall be deemed to have been <b>Vested</b> immediately and shall be Exercised by the Option Grantee within 3 years from the date of termination, <b>failing</b> which the Vested Options shall automatically lapse.</p>
6	<b>Abandonment</b>	<p>All the Vested Options which were not Exercised shall stand <b>cancelled</b>. The Board or its Committee, at its sole discretion shall decide the date of cancellation of Options and such decision shall be binding on all concerned.</p>	<p>All Unvested Options shall stand <b>cancelled</b>. The Board or its Committee, at its sole discretion shall decide the date of cancellation of Options and such decision shall be binding on all concerned.</p>

*\*Note that for all the cases specified above, any Exercise on or directly prior to happening of Liquidity Event shall be subject to the conditions of Section 8.3 in this regard. Additionally, the Shares issued (if any) on Exercise shall be governed by provisions of Section 8.2.2. Further, the Board or its Committee may extend the Exercise Period (both prior and post Listing) in its sole discretion and any such decision shall be final and binding on all, subject to compliance with the Applicable Law.*

*\*\*Note that in case of death the Option Grantee's nominee or legal heir can Exercise subject to providing all documents as may be required by the Company to prove the succession or inheritance of Options. In case of Permanent Incapacity, the Option Grantee can Exercise subject to providing any document required by the Company to prove such incapacity.*

- c) **Expiry Date:** Notwithstanding anything contained in the above paragraphs, the unexercised Options shall expire automatically at the end of 10 (ten) years from the date of Grant. Subject to post listing exercise timelines prescribed under SEBI SBEB Regulations

### 8.2.2 Issue of Shares upon Exercise:

- a) On Exercise (subject to payment of Exercise Price and tax as may be applicable, by the Option Grantee), the number of Shares corresponding to the number of Vested Options Exercised will be allotted in the name of the Option Grantee within a period of 30 (thirty) days from the date of Exercise. The Company shall, within 30 (thirty) days from the Exercise of the Option, issue or cause to be issued to the Option Grantee duly executed and stamped Share certificate(s), or appropriate instruments when such Shares are in dematerialized form, in the name of the Option Grantee. The Option Grantee hereby acknowledges and agrees that the Company may hold such Share certificates or other instruments when such Shares are in dematerialized form, in its custody.



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- b) All stamp duty or other taxes imposed by Applicable Laws, payable on issue or transfer of the Shares, shall be borne by the Option Grantee.
- c) On becoming a registered shareholder, the Option Grantee shall be governed by the Articles and shall undertake all steps as may be required to successfully execute the said agreement
- d) No Option Grantee shall have any right or status of any kind as a shareholder of the Company including the right to receive any dividend or to vote or in any manner enjoy benefits of a shareholder in respect of any Options covered by the Grant unless the Option Grantee Exercises the Vested Options and becomes a registered holder of the Shares.
- e) Upon becoming a registered holder of the Shares by the Exercise of the Options, the Option Grantee shall be considered entitled to all rights and obligations as a shareholder of the Company from the date of issue and allotment of Shares, pursuant to the Exercise under this Plan, subject to the provisions of the Articles.
- f) Prior to Listing of the Shares of the Company:
  - Shares issued under this Plan will be subject to a right to purchase and/or a of buyback, right to repurchase (in the manner as specified by Board) as well as right of first refusal by the Board in its sole discretion at the time the Share is issued. If an Option Grantee intends to transfer any of its shares to any person, each ROFO Right Holder (as defined in the Articles) shall have the right to purchase such shares in accordance with the provisions of the Articles. The Company shall have the right to assign at any time the right to repurchase to one or more persons as may be selected by the Company. Upon request by the Company, each Option Grantee shall execute an agreement evidencing such transfer restrictions as a condition of issue of Shares hereunder. Such agreement shall include an undertaking that the Option Grantee will comply with the Articles, including the provisions in relation to right of first offer, transfer restrictions with respect to Excluded Persons (as defined in the Articles) and offer-for-sale.
  - In the event of Option Grantee's separation from the Company for any reason other than due to Misconduct / breach of Company's Policies / Terms of Employment or Abandonment, the Shares allotted under this Plan may be repurchased or transferred (as per the price and in the manner specified by the Board), subject to the provisions of Applicable Laws, on such terms and to the Promoters or to such persons, as may be determined by the Board in its discretion. Any decision of the Board in this regard shall be final and binding on the Option Grantee and the Option Grantee shall be bound to provide any and all assistance as may be required by the Board in this behalf.
  - Notwithstanding anything to the contrary, the Company may require an Option Grantee to surrender or forfeit at any time his/her Vested Options simultaneously upon payment of an amount equivalent to the difference between the aggregate Market Price and the aggregate Exercise Price for the Shares underlying such Options, adjusted for taxes as may be applicable. In such a case, the Option Grantee shall lose all rights under this Plan in relation to the Vested Option surrendered / forfeited by him.
  - The Current Shareholders shall have the right to drag-along any or all the Shares of the Option Grantees to enable any Liquidity Event as specified in Section 8.3 below. In such a case, the Board or its Committee shall prescribe the terms and conditions, including but not limited to the number of Shares to be dragged-along, price per Share, the manner and mode of transfer of such Shares.
- g) Post Listing of the Shares of the Company,
  - Shares allotted under this Plan shall be freely transferable subject to Lock-in period restrictions (if any) prescribed under Applicable Law and restrictions for such period as may be applicable under SEBI Insider Trading Regulations or for such other period as may be stipulated from time to time



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in terms of Company's Code of Conduct for Prevention of Insider Trading

- In case new issue of Shares is made under the Plan, Shares so issued shall be Listed immediately on all the recognized Stock Exchange where the existing shares are Listed, subject to requirements under Applicable Laws being fulfilled by the Company and where applicable by the Option Grantee

### 8.3 **Exercise in case of Liquidity Event(s):**

Prior to Listing, in case of a Liquidity Event(s) as defined in Section 2.1 of the Plan,

- a) The Board or its Committee, shall have full discretion in determining the terms and conditions for Exercise of the Options held by the Option Grantee, including specifying the maximum number of Options that can be Exercised in any such Liquidity Event, the procedure for Exercise of such Options and the treatment of the Unvested Options.
- b) The Current Shareholders shall have the right to drag-along any or all the Options / Shares of the Option Grantees to enable any such Liquidity Event. In such a case, the Board or its Committee shall prescribe the terms and conditions, including but not limited to the number of Shares to be dragged-along, price per Share, the manner and mode of transfer of such Shares.

The Option Grantees shall take all necessary and desirable actions in connection with the drag-along, including exercising of their Vested Options, executing agreements and instruments and taking other actions as may be reasonably necessary and prescribed by the Board or its Committee.

- c) Notwithstanding anything contained elsewhere in the Plan, on happening of a Liquidity Event(s), instead of giving the Option Grantee the right to Exercise the Vested Options as set out hereinabove and thereafter require the Option Grantee to sell the Shares in such Liquidity Event, the Board or any person nominated by the Board (including any of its Shareholders, incoming acquirer or any other third party) may, alternatively directly pay the Option Grantee the difference between the aggregate Market Price and the aggregate Exercise Price, adjusted for taxes as may be applicable, and cancel the Options held by such Option Grantee.
- d) Notwithstanding anything contained elsewhere in the Plan, the Board or its Committee may prescribe special provisions, including varying the terms of the Plan, in the case of Listing of the Shares of the Company.
- e) If an Option Grantee fails for any reason to take any of the actions required to enable the Liquidity Event, he / she shall be deemed to have appointed any Company Director nominated by the Board as his / her attorney, on his/her behalf and in his / her name, with full power, to execute, complete and deliver any document or instrument or to take any other action, including to receive the proceeds of the sale and to give good quitance for the sale price in order to complete the said Liquidity Event. The Option Grantee shall confirm and ratify the acts of such Company Director acting as his/her attorney under this Sub-clause.
- f) It is hereby clarified that the Company has no obligations or liabilities towards any Option Grantee to cause a Liquidity Event to occur or cause the consummation of a Liquidity Event after the Exercise of Options under the provisions of this Plan.

- 8.4 The Options not Exercised within the Exercise Period shall lapse and the Employee shall have no right over such lapsed or cancelled Options. Further, the Options not Exercised in line with the rules of the Plan by the Expiry Date shall expire / stand cancelled.

## 9. **Right to prescribe for cashless Exercise of Options in case of Liquidity Event**

- 9.1 Notwithstanding anything contained in the foregoing provisions relating to Exercise of Options, the Board

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is entitled to specify such procedures and mechanisms for the purpose of implementing the cashless Exercise of Options in case of Liquidity Event as may be necessary and the same shall be binding on all the Option Grantees. The procedure may inter alia require the Option Grantees to authorize any person nominated by the Company to deal with the Options on the Option Grantees' behalf till the realization of sales proceeds.

### **10. Lock-in**

- 10.1 The Board or its Committee may prescribe lock-in period in respect of the Shares, which may be issued and allotted on Exercise of the Options pursuant to this Plan, unless otherwise provided under Applicable Law
- 10.2 The Option Grantee shall not transfer, sell, pledge, assign or otherwise alienate or hypothecate, in any manner, any of the Shares held by him/her under this Plan, until the occurrence of a Liquidity Event, or until such other time (i.e., the lock-in period) that the Board may determine, in its sole discretion at the time of issuance of the Share Certificate to the Option Grantee.
- 10.3 In case of Listing of the Company, Shares issued upon exercise of Options shall be freely transferable subject to Applicable Laws and shall not be subject to any lock-in period restriction after such Exercise. However, the Board / Committee may, in some cases, provide for lock-in of Shares issued upon Exercise of Options under this Plan.

### **11. Other Terms and Conditions**

- 11.1 Nothing herein is intended to or shall give the Option Grantee any right or status of any kind as a shareholder of the Company or its Subsidiary (for example, bonus Shares, rights Shares, dividend, voting, etc.) in respect of any Stock Option covered by the Grant until the Option Grantee Exercises the Stock Option and becomes a registered holder of the Shares of the Company.
- 11.2 The Option shall not be transferred, pledged, hypothecated, mortgaged or otherwise alienated in any other manner.
- 11.3 If the Company issues bonus or rights Shares, the Option Grantee will not be eligible for the bonus or rights Shares in the capacity of an Option Grantee. However, an adjustment to the number of Options or the Exercise Price or both may be made by the Board in its sole discretion. Only if the Options are Vested and Exercised and the Option Grantee is a valid holder of the Shares of the Company, the Option Grantee would be entitled for bonus or rights Shares as shareholder of the Company.
- 11.4 If an Option Grantee breaches the terms and conditions of this Plan and the Letter of Grant, the Board shall have the right to cancel any or all Options and to redeem any or all the Shares issued under this Plan, without any consideration
- 11.5 Options granted under this Plan are not transferrable except in case of death of an Option Grantee, in which case, Clause 8.2 will be referred to for the purpose of Exercise. No person other than the Option Grantee to whom the Option is granted shall be entitled to Exercise the Option, except in the event of the death of the Option Grantee.

### **12. Deduction of Tax**

- 12.1 The liability of paying taxes, if any, in respect of Stock Options granted pursuant to this Plan and the Shares issued pursuant to Exercise thereof shall be entirely on Option Grantee and shall be in accordance with the provisions of the applicable Income tax Laws read with rules issued thereunder and/or Income Tax Laws of respective countries as applicable to eligible Employees working abroad, if any.
- 12.2 The Company or its Subsidiary (as may be applicable) shall have the right to deduct from the Option Grantee's salary or recover any tax that is required to be deducted or recovered under the Applicable Laws.

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In case of non-continuance of employment, the outstanding amount of the tax shall be recovered fully on or before full and final settlement.

- 12.3 In the event that any taxes are required to be withheld and/or paid by the Company as a result of or with respect to, any Grant, Vesting and/or Exercise of the Options, the Company shall have the right to withhold / deduct the amount of such taxes from any amounts otherwise payable to Option Grantee.

The Company shall have no obligation to deliver Shares until the Company's tax deduction obligations, if any, have been satisfied by the Option Grantee in full. The Option Grantee shall be required to indemnify the Company with respect to any tax claims arising out of the Grant, Vesting and/or Exercise of Options or sale of Shares by such Option Grantee.

### 13. Authority to vary terms

- 13.1 The Board may, if it deems necessary, vary/modify/alter/add/amend the terms of the Plan, subject to the Applicable Laws and the conditions of the shareholders' approval in such manner which is not detrimental to the interest of Employee. However, the Company shall be entitled to vary the terms of the Plan to meet any regulatory requirements without seeking shareholder's approval by special resolution. Furthermore, in case of Listing, the Board is authorized to do such acts, deeds and things including but not limited to amendment of this Plan to make the Plan compliant of any Applicable Laws prevailing at that time.
- 13.2 The Company may reprice the Options which are not Exercised, whether or not they have been Vested if the Plan were rendered unattractive due to fall in the price of the Shares in the stock market, provided however that, repricing shall not be detrimental to the interest of the Option Grantee and approval of the Shareholders in general meeting has been obtained for such repricing
- 13.3 No Shares shall be issued or sold under this Plan after the termination thereof, except upon Exercise of an Option granted prior to such termination. The termination of the Plan, or any amendment thereof, shall not affect any Share previously issued or any Option previously granted under the Plan

### 14. Miscellaneous

- 14.1 This Plan and any Shares issued thereunder shall be subject to the Articles. In the event of anything contrary contained in this Plan, the provision of the Articles shall prevail.
- 14.2 For this purpose, the Option Grantees, on becoming shareholders, shall be treated as holders of Equity Shares of the Company.
- 14.3 Government Regulations: The Plan shall be subject to all Applicable Laws, and approvals from governmental authorities. The Grant of Options and allotment of Shares to the Employees under the Plan shall be subject to the Company requiring the Employees to comply with all Applicable Laws.
- 14.4 Foreign Exchange Laws: In case any Options are granted to any Employee being resident outside India, belonging to the Company or its Subsidiaries, working outside India, the applicable foreign exchange management provisions and rules 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 and Exercise of Options thereof.
- 14.5 Regulatory approval: The implementation of the Plan, the granting of any Option under the Plan and the issuance of any Shares under this Plan shall be subject to the procurement by the Company and the Option Grantee of all approvals and permits required by any regulatory authorities having jurisdiction over the Plan, the Options and the Shares issued pursuant thereto. The Option Grantee under this Plan will, if requested by the Board or its Committee, provide such assurances and representations to the Company, as the Board or its Committee may deem necessary or desirable to ensure compliance with all applicable legal requirements

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- 14.6 Insider trading: The Option Grantee shall ensure that there is no violation of SEBI Insider Trading Regulations and prevention of Fraudulent and/or Unfair Trade Practices regulations as may be notified by SEBI and/or the Stock Exchange on which the Shares are listed. The Option Grantee shall keep the Company, fully indemnified in respect of any liability arising for violation of the above provisions
- 14.7 Inability to obtain authority: The inability of the Company to obtain authority from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance and sale of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to issue or sell such Shares pursuant to the provisions of this Plan.
- 14.8 Unless otherwise intended, the Grant of an Option does not form part of the Option Grantee's entitlement to compensation or benefits pursuant to his/her contract of employment or service nor does the existence of a contract of employment or service between any person and the Company give such person any right or entitlement to have an Option granted to him/her in respect of any number of Shares or any expectation that an Option might be granted to him/her whether subject to any condition or at all.
- 14.9 Neither the existence of this Plan nor the fact that an individual has on any occasion been granted an Option shall give such individual any right, entitlement or expectation that he/she has or will in future have any such right, entitlement or expectation to participate in this Plan by being granted an Option on any other occasion.
- 14.10 The rights granted to an Option Grantee upon the Grant of an 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/her office or employment or service contract, as applicable, with the Company for any reason whatsoever (whether or not such termination is ultimately held to be wrongful or unfair).
- 14.11 The Option Grantee shall not be entitled to any compensation or damages for any loss or potential loss which he/she may suffer by reason of being unable to Exercise an Option in whole or in part.
- 14.12 An Option Grantee has to nominate a person as his/her nominee. The nominee in case of death of the Option Grantee shall be the legal representative recognized by the Company as the inheritor of the Option Grantee in respect of all rights and liabilities for the purposes of this Plan.
- 14.13 Participation in the Plan 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 Option Grantee alone.

### **15. Applicability of malus and claw back**

The benefits accrued and/ or availed under this IKF Finance Employee Stock Option Plan 2026 including by virtue of Grant and Vesting of Options, shall be subject to the Malus and Claw back provisions under the Company's Compensation Policy, as may be amended, replaced, restated, substituted from time to time, or as may be communicated by the Company to the Employees, or as per the code of conduct of the Company or as per the employment contracts/terms, in accordance with the Reserve Bank of India's Guidelines on Compensation of Whole Time Directors / Chief Executive Officers / Material Risk Takers and Control Function Staff dated November 4, 2019, as may be amended, replaced, substituted, restated from time to time

### **16. Accounting and Disclosures**

- 16.1 The Company and its Subsidiaries shall follow the laws/regulations applicable to accounting and disclosure related to Options, as prescribed therein under Applicable Laws.
- 16.2 Post Listing of the Shares of the Company, the Company shall make disclosures to the prospective Option Grantees containing statement of risks, information about the Company and salient features / the scheme

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document (i.e., the Plan) in the formats prescribed by SEBI from time to time.

16.3 The Board shall, inter alia, disclose either in the Directors report or in the annexure to the Director's report, the following details of the Plan, or as amended from time to time under Applicable Laws:

- a) Options outstanding at the beginning of the period;
- b) Options granted;
- c) Options vested;
- d) Options Exercised;
- e) The total number of Shares arising as a result of Exercise of Option;
- f) Options forfeited / lapsed;
- g) Exercise Price;
- h) Variation of terms of Options, if any;
- i) Money realized by Exercise of Options;
- j) Options outstanding at the end of year;
- k) Options exercisable at the end of the year;
- l) Total number of Options in force;
- m) Employee-wise details of Options to:
  - key managerial personnel,
  - any other Employee, who receives a Grant of Options in any one year of Option amounting to five percent or more of Options granted during that year,
  - identified Employees who were granted Option, during any one year, equal to or exceeding one percent of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant.
  - Such other details as required to be disclosed from time to time.

## 17. Governing Laws and jurisdiction

17.1 The terms and conditions of the Plan shall be governed by and construed in accordance with the Applicable Laws of India.

17.2 In case of any dispute arising out of or relating to this Plan or associated Letter of Grant, or to the interpretation, breach, termination or validity of the Plan, the parties to the dispute must use their best effort to resolve the dispute through consultation or mediation. The consultation or mediation between the Disputing Parties must begin as soon as practicable after one Disputing Party has delivered to the other Disputing Party or Parties a written notice setting out the matter of the Dispute (Dispute Notice).

17.3 If a Dispute is not settled through consultation and mediation within 30 days after the date of the relevant Dispute Notice, the High Court at Andhra Pradesh and courts subordinate to it shall have jurisdiction in

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respect of any and all matters, disputes or differences arising in relation to or out of this Plan.

17.4 Nothing in this Clause shall however limit the right of the Company to bring proceedings against any Employee in connection with this Plan: in any other court of competent jurisdiction; or concurrently in more than one jurisdiction.

17.5 In case any Options are granted to any Employee being resident outside India belonging to the Company/ its Subsidiaries, working outside India, the provisions of the Foreign Exchange Management Act, 1999, as amended and rules 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 Options, and issue of Shares thereof.

### **18. Notices**

18.1 All notices of communication required to be given by the Company to an Option Grantee by virtue of the Plan shall be in writing and shall be sent to the address of the Option Grantee available in the records of the Company; or Delivering the communication(s) to the Option Grantee in person with acknowledgement of receipt thereof; or Emailing the communication(s) to the Option Grantee at the official email address provided, if any, during the continuance of employment or at the email address provided by the Option Grantee after cessation of employment.

18.2 Any communication to be given by an Option Grantee to the Company in respect of the Plan shall be sent at the address mentioned below:

**IKF Finance Limited**  
40-1-144,3rd floor,  
Corporate centre, M.G. Road,  
Vijayawada – 520010

### **19. Certificate From Secretarial Auditors**

Upon Listing, 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. The Board shall also make the requisite disclosures of the Plan, in the manner specified under the SEBI SBEB Regulations

### **20. Severability**

20.1 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.

### **21. Confidentiality**

21.1 An Option Grantee must keep the details of the Plan and all other documents in connection thereto strictly confidential and must not disclose the details with any of his/her peer, colleagues, co-Employees or with any Employee and / or associate of the Company or that of its affiliates or any form of social media. In case Option Grantee is found in breach of this clause, the Company shall have undisputed right to terminate any agreement/Grant and all unexercised Options shall stand cancelled immediately. The decision and judgment of the Board regarding breach of this clause on confidentiality shall be final, binding and cannot be questioned by 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.

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- 21.2 On acceptance of the Grant of Option offered by the Company, it shall be deemed that as if 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.