

**NOTICE**

Shorter Notice is hereby given that an Extra-Ordinary General Meeting (“EGM”) of the members of **AYE FINANCE LIMITED (FORMERLY KNOWN AS AYE FINANCE PRIVATE LIMITED)** will be held on **Wednesday, December 11, 2024 at 5:30 P.M. (IST)** through Video Conferencing (“VC”) or Other Audio-Visual Mode (“OAVM”) and shall be deemed to be held at the Corporate Office of the Company at Unit No. 701-711, 7<sup>th</sup> Floor, Unitech Commercial Tower-2, Sector-45, Arya Samaj Road, Gurugram-122003, Haryana, India to transact the following businesses:

**SPECIAL BUSINESSES:****1. APPROVAL FOR RAISING OF CAPITAL THROUGH AN INITIAL PUBLIC OFFERING (“IPO”) OF EQUITY SHARES, INCLUDING ANY DISCOUNT AND RESERVATION CONTEMPLATED IN THE OFFER AND PRE-IPO PLACEMENT**

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

**RESOLVED THAT** pursuant to the provisions of Sections 23, 62(1)(c) and other applicable provisions, if any, of the Companies Act, 2013, as amended, and the rules and regulations notified thereunder including the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended, the Companies (Share Capital and Debentures) Rules, 2014, as amended, (collectively referred to as the “**Companies Act**”), the Securities Contracts (Regulation) Act, 1956, as amended (“**SCRA**”), in each instance, including the rules, regulations, circulars, guidelines issued thereunder, each as amended, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (“**SEBI Listing Regulations**”), Master Direction - Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, as amended (“**RBI Scale Based Regulation**”), Registration of Corporate Agents – Regulations, 2015 issued by Insurance Regulatory and Development Authority of India, the Foreign Exchange Management Act, 1999, as amended, and the rules and regulations made thereunder including the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, and any other applicable laws, rules, regulations policies, guidelines including any foreign investment law, clarifications, directions, circulars, orders and notifications issued by the Reserve Bank of India (“**RBI**”), Securities and Exchange Board of India (“**SEBI**”), the Government of India (“**GoI**”), including the Department for Promotion of Industry and Internal Trade, the Registrar of Companies, Delhi and Haryana at New Delhi (“**RoC**”), the Department of Economic Affairs, Ministry of Finance, Government of India (“**DEA**”), or Stock Exchanges, and any other applicable laws, policies, rules and regulations, in India or outside India (collectively, the “**Applicable Laws**”), and in accordance with the enabling provisions of the Memorandum of Association and the Articles of Association of the Company and the uniform listing agreements to be entered into between the Company and the respective recognised stock exchanges of India where the Equity Shares are proposed to be listed (“**Stock Exchanges**”), and subject to any approvals from the GoI, RoC, SEBI, RBI, and any other appropriate governmental, statutory and regulatory authorities of India (“**Regulatory Authorities**”) and any third parties and such other approvals, consents, waivers, permissions and sanctions as may be required from the Regulatory Authorities and such third parties (if any) and subject to such conditions and modifications as may be prescribed, stipulated or imposed by any of them while granting such approvals, consents, waivers, permissions and sanctions, and which may be agreed to by the board of directors of the Company (the “**Board**”, which term shall be deemed to include a duly constituted committee thereof for the time being exercising the powers conferred by the Board including the powers conferred by this resolution), the consent of the members be and is hereby granted to create, issue, offer and allot Equity Shares by way of an initial public offer which constitutes a fresh issue of Equity Shares for cash either at par or premium such that the amount being raised pursuant the fresh issue aggregates up to ₹ 8,850.00 million (the “**Fresh Issue**”) (with an option to the Company to retain an over-subscription to the extent of 1% of the net Offer (*defined below*) size or such other extent as may be permitted under the Applicable Laws, for the purpose of rounding off to the nearest integer while finalizing the basis of allotment in consultation with the designated stock exchange) and an offer for sale, of up to ₹ 5,650.00 million by existing and eligible shareholders who intimate their intention to the Board, in relation to such number of Equity Shares held by them which are eligible to be offered for sale in the Offer in accordance with the SEBI ICDR Regulations (the “**Offer for Sale**” and such shareholders, the “**Selling Shareholders**”, (the Offer for Sale together with the

Fresh Issue, the “Offer”), which may include, without limitation, the issue and allotment of Equity Shares to the stabilizing agent pursuant to the green shoe option, if any, in terms of the SEBI ICDR Regulations or otherwise at a price to be determined by the book building process in terms of the SEBI ICDR Regulations, in consultation with the book running lead managers so appointed for the purposes of the Offer (the “BRLMs”) for cash at such premium or discount per Equity Share as allowed under Applicable Laws and as may be fixed and determined, in consultation with the BRLMs, out of the authorised capital of the Company which shall include, without limitation, the right to dispose of the unsubscribed portion to such persons and in such manner and on such terms as the Board in its absolute discretion thinks most beneficial to the Company, and any green shoe option of up to a certain number of Equity Shares to such persons who may or may not be the members of the Company as the Board may at its discretion decide in consultation with the BRLMs, reservation of a certain number of Equity Shares, to be offered to persons who may or may not be members of the Company including eligible employees and as may be determined by the Board in consultation with the BRLMs, in accordance with the Companies Act, 2013, SEBI ICDR Regulations, the SCRA, the SEBI Listing Regulations and any other Applicable Laws to any category of persons who are eligible investors, who may or may not be the shareholder(s) of the Company as the Board may, in consultation with the BRLMs decide, including anchor investors and qualified institutional buyers as defined under Regulations 2(1)(c) and 2(1)(ss), respectively of the SEBI ICDR Regulations, foreign/resident investors (whether institutions, incorporated bodies, mutual funds and/ or individuals or otherwise), Hindu undivided families, employees working in India or abroad, non-resident Indians, registered foreign portfolio investors as defined under the SEBI (Foreign Portfolio Investors) Regulations, 2019, as amended, alternative investment funds, venture capital funds, foreign venture capital investors, state industrial development corporations, insurance companies registered with the Insurance and Regulatory Development Authority of India, insurance funds, provident funds, pension funds, national investment fund, trusts/ societies registered under the Societies Registration Act, 1860, Indian mutual funds, development financial institutions, multilateral and bilateral financial institutions, systemically important non-banking financial companies, bodies corporate, companies, private or public or other entities whether incorporated or not, authorities and to such other persons, including high net worth individuals, retail individual bidders or other entities, in one or more combinations thereof, or any other category of investors who are permitted to invest in the Equity Shares as per Applicable Laws (collectively referred to as the “Investors”), in one or more combinations thereof through an offer document and in such manner as the Board may in consultation with the BRLMs, and / or other advisors, whether through the Offer or otherwise in one or more modes or combinations thereof and/or any other category of investors as may be permitted to invest under Applicable Laws by way of the Offer in one or more tranches in consultation with the BRLMs and/or underwriters and/or the stabilizing agent and/or other advisors or such persons appointed for the Offer and on such terms and conditions as may be finalised by the Board in consultation with the BRLMs through an offer document, prospectus and/or an offering memorandum, as required and that the Board in consultation with the BRLMs may finalise all matters incidental thereto as it may in its absolute discretion thinks fit, including the final size of the Offer and the price at which the Equity Shares are to be issued, at par or at premium or discount and for cash as may be determined in accordance with the provisions of the SEBI ICDR Regulations and the decision to determine the category or categories of investors to whom the offer, issue, allotment and transfer shall be made to the exclusion of all other categories of investors and that the Board, in consultation with the BRLMs, may finalize all other matters incidental thereto as it may in its discretion thinks fit and proper in the best interest of the Company, without requiring any further approval of the members.

**RESOLVED FURTHER THAT** the Board and such other person as may be authorised by the Board be and is hereby granted on behalf of the Company to make available for allocation a portion of the Offer to any category(ies) of persons permitted under the Applicable Laws, including, without limitation, eligible employees of the Company (the “Reservation”) or to provide a discount to the offer price to retail individual bidders, retail individual shareholders or eligible employees (the “Discount”); and to take any and all actions in connection with any Reservation or Discount as the Board may in consultation with the BRLMs and/or other advisors, think fit or proper, including, without limitation, to negotiate, finalize and execute any document or agreement, and any amendments, supplements, notices or corrigenda thereto; seek any consent or approval required or necessary; give directions or instructions and do all such acts, deeds, matters and things as the Board may, from time to time, in its absolute discretion, think necessary, appropriate, or desirable; and settle any question, difficulty, or doubt that may arise with regard to or in relation to the foregoing.

**RESOLVED FURTHER THAT**, in accordance with the provisions of Sections 23, 62(1)(c), 42 and any other applicable provisions, if any, of the Companies Act, 2013, including the applicable rules made thereunder to the

extent notified, as amended and in accordance with the enabling provisions of the Memorandum of Association and Articles of Association of the Company, the Board, be authorized to complete a private placement or such other route as may be permitted under the applicable law at the discretion of the Board of such number of Equity Shares aggregating up to ₹ 1770 million as may be decided by the Board, to certain investors as permitted under the Applicable Laws on or prior to the filing of the red herring prospectus with the RoC and SEBI (the “**Pre-IPO Placement**”), at such other price as the Board may, determine, in consultation with the BRLMs and / or other advisors, in light of the then prevailing market conditions and in accordance with the Applicable Laws and do all such other acts, deeds, matters and things as the Board may from time to time, in their absolute discretion deem fit and including, without limitation, negotiate, finalize and execute any document or agreement, any private placement offer letters, placement agreement, escrow agreement, term sheet and such other documents or any amendments or supplements thereto and to open any bank account for the purpose if required, and to open any shares or securities account or escrow or custodian accounts as may be required in connection therewith and generally to do all such acts, deeds, matters and things in relation to all matters incidental to the Pre-IPO Placement or in relation to the foregoing and to settle any question, difficulty, or doubt that may arise with regard thereto. In the event of happening of the Pre-IPO Placement, the size of the Offer would be reduced to the extent of the Equity Shares issued, allotted or transferred under the Pre-IPO Placement.

**RESOLVED FURTHER THAT** the Board be and is hereby authorised to invite the existing shareholders of the Company to participate in the Offer by making an Offer for Sale in relation to such number of Equity Shares held by them, and which are eligible for the Offer for Sale in accordance with the SEBI ICDR Regulations, as the Board may determine in consultation with the BRLMs, subject to the receipt of consent of SEBI, GoI, RBI, the RoC and/or such other approvals, permissions and sanctions of all other concerned statutory / regulatory authorities and departments, if any to the extent necessary and subject to such conditions and modifications as may be prescribed in granting such approvals, permissions and sanctions, for cash at such price to be determined in consultation with the BRLMs pursuant to the book building process in terms of the SEBI Regulations, to such category of persons as may be permitted or in accordance with the SEBI Regulations or other Applicable Laws, if any, as may be prevailing at that time and in such manner as may be determined by the Board in consultation with the BRLMs and/or other advisors or such persons appointed for the Offer.

**RESOLVED FURTHER THAT** the Equity Shares so issued, allotted or transferred in the Offer (including any Reservation or green shoe option, if any) shall be subject to the Memorandum of Association and the Articles of Association of the Company and shall rank *pari passu* in all respects with the existing Equity Shares of the Company including rights in respect of dividend.

**RESOLVED FURTHER THAT** subject to the Applicable Laws, the Equity Shares of the Company allotted or transferred pursuant to the Offer shall be listed at one or more recognised Stock Exchanges in India.

**RESOLVED FURTHER THAT** for the purpose of giving effect to the above resolutions, the Board and or a duly constituted committee thereof, including the IPO committee, in consultation with the BRLMs, be and is hereby authorized to determine the terms of Offer including the final size of the Offer, class of investors to whom the Equity Shares are to be allotted or transferred, the number of Equity Shares to be allotted or transferred, Offer price, premium amount, discount (as allowed under Applicable laws), Reservations, listing on one or more Stock Exchanges in India as the Board in its absolute discretion deems fit and do all such acts, deeds, matters and things and to negotiate, finalize and execute all such deeds, agreements and arrangements as well as amendments, supplements, notices or corrigenda thereto in connection with the Offer, with the Selling Shareholders, BRLMs, syndicate members, underwriters, brokers, advisors, escrow agents, registrar, accountants, refunds banks, public offer accounts bank, legal counsels, depository, monitoring agencies, advertising agencies and all such persons or agencies as may be involved in or concerned with the Offer and to remunerate all such agencies in cash or otherwise, including by way of payment of commission, brokerage, fees or reimbursement of expenses incurred in relation to the Offer and to settle any question, difficulty or doubt that may arise in regard to the Offer, allotment and utilization of the proceeds, if applicable and such other activities as may be necessary in relation to the Offer and to accept and to give effect to such modifications, changes, variations, alterations, deletions and/or additions as regards the terms and conditions as it may, in its absolute discretion, deem fit and proper in the best interest of the Company and the Offer, without requiring any further approval of the shareholders, except as required under law and that all or any of the powers conferred on the Company and the Board pursuant to these resolutions may be exercised by the Board or such committee thereof as the Board may constitute in its behalf.

**RESOLVED FURTHER THAT**, the Board and or a duly constituted committee thereof, including the IPO committee, be and is hereby authorised to delegate all or any of the powers to any of the directors/ employees of the Company herein conferred in such manner as it may deem fit for the purpose of giving effect to the above resolutions and any offer, issue, allotment or transfer of Equity Shares pursuant to the Offer, including, without limitation, to the following:

- i constituting a committee for the purposes of issue, offer, allotment and transfer of Equity Shares, credit of Equity Shares to the demat accounts of the successful allottees and other matters in connection with or incidental to the Offer, including, without limitation for, determining the anchor investor portion and allocate such number of Equity Shares to anchor investors the terms and conditions of the Offer relating to timing (including opening and closing dates of the Offer, etc.) and the size of the Offer, pricing (price band, issue price, including to anchor investors, etc.), and to accept any amendments, modifications, variations or alterations thereto;
- ii To decide, negotiate and finalise the pricing, the terms of the issue of the Equity Shares and all other related matters regarding the Pre-IPO Placement, if any, including the execution of the relevant documents with investors, in consultation with the BRLMs, and rounding off, if any, in the event of oversubscription and in accordance with Applicable Laws;
- iii to constitute such other committees of the Board, as may be required under the Applicable Laws, including as provided in the Companies Act, SEBI Listing Regulations;
- iv authorization of any director or directors of the Company or other officer or officers of the Company, including by the grant of power of attorney, to do such acts, deeds and things as such authorized person in his/her/its absolute discretion may deem necessary or desirable in connection with any issue, offer allotment or transfer of Equity Shares;
- v giving or authorizing any concerned person on behalf of the Company to give such declarations, affidavits, certificates, consents and authorities as may be required from time to time;
- vi appointing and entering into and terminate arrangements with the BRLMs, underwriters to the Offer, syndicate members to the Offer, brokers to the Offer, escrow collection bankers to the Offer, refund bankers to the Offer, registrars, legal advisors, auditors, advertising agency, monitoring agency and any other agencies or persons or intermediaries in relation to the Offer, to negotiate, finalise and amend the terms of their appointment, including but not limited to the execution of the mandate letter with the BRLMs and negotiation, finalization, execution and, if required, amendment of the offer agreement with the BRLMs, and to remunerate all such intermediaries/agencies including the payments of commissions, brokerages, etc.;
- vii seeking, if required, any approval, consent or waiver from the Company's lenders and/ or lenders to the subsidiaries of the Company, industry data providers. Joint venture partners, and/or parties with whom the Company has entered into various commercial and other agreements including, without limitation customers, suppliers, strategic partners of the Company, and/or any/all concerned government and regulatory authorities in India or outside India, and/or any other approvals, consents or waivers that may be required in connection with any issue, offer and allotment of Equity Shares and approving and issuing advertisements in relation to the Offer and taking such actions or giving such directions as may be necessary or desirable and to obtain such approvals, consents or waivers, as it may deem fit;
- viii deciding in consultation with the BRLMs, the pricing and terms of the Equity Shares, and all other related matters, including the determination of the minimum subscription for the Offer, the Offer Price, the price band (including offer price for anchor investors), the size and all other terms and conditions of the Offer including the number of Equity Shares to be offered and transferred in the Offer, the Bid / Offer Opening and Bid/Offer Closing Date (including bid opening and bid closing dates for anchor investors), Discount (if any), Reservation, in accordance with the Applicable Laws;
- ix taking on record the approval of the Selling Shareholder for offering their Equity Shares in the Offer for Sale;
- x approving suitable policies on insider trading, whistle blowing, risk management, and any other policies as may be required under the SEBI Listing Regulations or any other Applicable Laws;
- xi approval of the draft red herring prospectus (the "DRHP"), the red herring prospectus (the "RHP") and the prospectus (the "Prospectus"), the abridged prospectus ("Abridged Prospectus"), Confirmation of Allocation Note, applications and the preliminary and final international wrap (including amending, varying or modifying the same or providing any notices, addenda, or corrigenda thereto, together with any summaries thereto, as may be considered desirable or expedient) in relation to the Offer as finalized in consultation with the BRLMs, in accordance with the Applicable Laws;

- xii withdrawing the DRHP or the RHP or not proceeding with the Offer at any stage, after consultation with the BRLMs in accordance with the Applicable Laws;
- xiii seeking the listing of the Equity Shares on the Stock Exchanges, submitting the listing application to such Stock Exchanges and taking all actions that may be necessary in connection with obtaining such listing;
- xiv appointing, instructing and entering into arrangements with the BRLMs, co-managers, underwriters, syndicate members, brokers, escrow collection banks, refund banks, sponsor bank, registrar, legal counsels, printers, advertising agency(ies), experts, auditors and any other agencies, intermediaries or persons (including any successors or replacements thereof) whose appointment is required in relation to the Offer and to negotiate and finalize the terms of their appointment, including but not limited to execution of the mandate letters with the BRLMs;
- xv finalization of, approving, adopting and arrangement for the submission of the DRHP to be submitted to the SEBI and the Stock Exchanges for receiving comments, the RHP and the Prospectus (including amending, varying or modifying the same, as may be considered desirable or expedient), the preliminary and final international wrap and any amendments, supplements, notices or corrigenda thereto for the issue of Equity Shares including incorporating such alterations/ corrections/ modifications as may be required by SEBI, Registrar of Companies, Delhi and Haryana at New Delhi, or any other relevant governmental and statutory authorities or in accordance with all applicable laws, rules, regulations, notifications, circulars, orders and guidelines;
- xvi authorization of the maintenance of a register of holders of the Equity Shares;
- xvii finalization of the basis of allotment of the Equity Shares, in accordance with Applicable Laws;
- xviii to decide the total number of Equity Shares to be reserved for allocation to eligible categories of investors, if any, in accordance with Applicable Laws and on permitting existing shareholders to sell any Equity Shares of the Company held by them;
- xix to issue advertisements in such newspapers as it may deem fit and proper in accordance with Regulation 60 of the SEBI ICDR Regulations and the other Applicable Laws;
- xx to open and operate separate escrow accounts and or any other account, with scheduled banks to receive applications along with application monies in relation to the Offer in terms of Section 40(3) of the Companies Act, 2013 and to authorize one or more officers of the Company to execute all documents/deeds as may be necessary in this regard;
- xxi to determine the price at which the Equity Shares are offered, allocated, issued, transferred and/or allotted to investors in the IPO in accordance with applicable regulations in consultation with the BRLMs and/or any other advisors, if any;
- xxii to negotiate, finalise, sign, execute and deliver or arrange the delivery of the offer agreement, syndicate agreement, cash escrow agreement, share escrow agreement, underwriting agreement, agreements with the registrar to the Offer and the advertising agency and all other agreements, documents, deeds, memorandum of understanding and other instruments whatsoever, any amendment(s) or addenda thereto, including, with respect to the payment of commissions, brokerages and fees with the registrar to the Offer, legal counsels, auditors, stock exchanges, BRLMs and other agencies/intermediaries in connection with Offer with the power to authorize one or more officers of the Company to negotiate, execute and deliver all or any of the aforesaid documents;
- xxiii to open, maintain, operate and close a bank account of the Company in terms of the share escrow agreement and cash escrow agreement for the handling of refunds for the Offer and to authorize one or more officers/ employees of the Company to execute all documents/deeds as may be necessary in this regard;
- xxiv to make any applications to, seek clarifications/exemptions and obtain approvals from, if necessary, FIFP, RBI, SEBI, Corporate Debt Restructuring Cell or to any other statutory and governmental authorities in connection with the Offer, as may be required, (including for the purpose of offer of shares by the Company to non-resident investors, including NRIs and FIIs) and wherever necessary, incorporate such modifications, amendments, alterations, corrections as may be required in the DRHP, the RHP and the Prospectus;
- xxv to settle all questions, difficulties or doubts that may arise from time to time in relation to such issues or allotment, as it may in its absolute discretion deem fit;
- xxvi to do all acts and deeds, and negotiate, finalise, settle, execute and deliver or arrange the delivery of all documents, agreements, forms, certificates, undertakings, letters and instruments as may be necessary, appropriate or advisable in order to carry out the purposes and intent of the foregoing for the purpose of or in connection with the Offer and any documents or instruments so executed and delivered or acts and things done or caused to be done by committee shall be conclusive evidence of the authority of the committee in so doing;

- xxvii to authorize and approve the incurring of expenditure, including the payment of fees, commissions and remuneration and expenses in connection with the Offer;
- xxviii to submit undertaking/certificates or provide clarifications to the Securities Exchange Board of India and the Stock Exchanges where the Equity Shares of the Company are proposed to be listed;
- xxix to make applications to the Stock Exchanges for in-principle approval for listing of its equity shares and to execute and to deliver or arrange the delivery and file such papers and documents with the Stock Exchanges, including a copy of the DRHP filed with the Securities Exchange Board of India, as may be required for the purpose;
- xxx to issue receipts, allotment letters, confirmation of allocation notes either in physical or electronic mode representing the underlying Equity Shares in the capital of the Company with such features and attributes as may be required and to provide for the tradability and free transferability thereof as per market practices and regulations, including listing on one or more Stock Exchanges, with power to authorise one or more officers of the Company to sign all or any of the afore stated documents;
- xxxi to authorize and empower officers of the Company (each, an “**Authorized Officer**”), for and on behalf of the Company, to execute and deliver, on a several basis, any declarations, affidavits, certificates, consents, agreements and arrangements as well as amendments or supplements thereto as may be required from time to time or that the Authorized Officers consider necessary, appropriate or advisable, in connection with the IPO, including, without limitation, engagement letter(s), memoranda of understanding, the listing agreements, the registrar’s agreement, the depositories agreements, the issue agreement with the BRLMs (and other entities as appropriate), the underwriting agreement, the syndicate agreement, the escrow agreement and confirmation of allocation notes, with the BRLMs, lead manager, syndicate members, bankers to the IPO, registrar to the IPO, bankers to the Company, managers, underwriters, guarantors, escrow agents, accountants, auditors, legal counsels, depositories, trustees, custodians, advertising agencies, and all such persons or agencies as may be involved in or concerned with the Offer, if any and to do or cause to be done any and all such acts or things that the Authorized Officer may deem necessary, appropriate or desirable in order to carry out the purpose and intent of the foregoing resolutions for the Offer and any such agreements or documents so executed and delivered and acts and things done by any such Authorized Officer shall be conclusive evidence of the authority of the Authorized Officer and the Company in so doing;
- xxxii acceptance and appropriation of the proceeds of the Fresh Issue in accordance with the Applicable Laws; and
- xxxiii to do any other act and/or deed, to negotiate and execute any document(s), application(s), agreement(s), undertaking(s), deed(s), affidavits, declarations and certificates, and/or to give such direction as it deems fit or as may be necessary or desirable with regard to the Offer.

**RESOLVED FURTHER THAT** in connection with the foregoing resolutions, the members of the Board and such other persons as may be authorised by the Board, on behalf of the Company, be and are hereby severally or jointly authorised to execute and deliver any and all other documents, papers or instruments, issue and provide certificates and to do or cause to be done any and all acts or things as may be necessary, appropriate or advisable in order to carry out the purposes and intent of the foregoing resolutions for the Offer; and any such documents so executed and delivered or acts and things done or caused to be done shall be conclusive evidence of the authority of the Company in so doing and any document so executed and delivered or acts and things done or caused to be done prior to the date hereof are hereby ratified, confirmed and approved as the acts and deeds of the Company, as the case may be.

## **2. APPROVAL FOR THE AMENDMENT IN THE EMPLOYEE STOCK OPTION PLAN 2016**

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

“**RESOLVED THAT** pursuant to the provisions of Section 62(1)(b) and other applicable provisions, if any, of the Companies Act, 2013 read with Rule 12 of Companies (Share Capital and Debentures) Rules, 2014, the relevant provisions of the Memorandum of Association and Articles of Association of the Company, subject to such other approvals, permissions and sanctions as may be necessary and on recommendation of Nomination and Remuneration Committee and Board of Directors of the Company, consent of the members be and is hereby accorded to the amendments in Employee Stock Option Plan 2016 (“**ESOP 2016**”), with a view to align the Plan as per the regulatory requirements of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 to the extent applicable, considering the equity shares of the Company will list on the recognized stock exchanges.

**RESOLVED FURTHER THAT** consent of the members be and is hereby accorded to the Board of Directors of the Company (the “**Board**”, which term shall include any Committee authorised by the Board to exercise its powers including powers conferred on the Board by this resolution) and such other person as may be authorised by the Board, to do all such acts, deeds, matters and things, including to settle any question, difficulty or doubt that may arise and to finalise and execute all documents and writings as may be necessary and make such filings/ applications with the regulatory authorities to give effect to this resolution.”

**3. APPROVAL FOR AMENDMENT IN THE EMPLOYEE STOCK OPTION PLAN 2020**

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

“**RESOLVED THAT** pursuant to the provisions of Section 62(1)(b) and other applicable provisions, if any, of the Companies Act, 2013 read with Rule 12 of Companies (Share Capital and Debentures) Rules, 2014, the relevant provisions of the Memorandum of Association and Articles of Association of the Company, subject to such other approvals, permissions and sanctions as may be necessary and on recommendation of Nomination and Remuneration Committee and Board of Directors of the Company, consent of the members be and is hereby accorded to the amendments in Employee Stock Option Plan 2020 (“**ESOP 2020**”), with a view to align the Plan as per the regulatory requirements of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 to the extent applicable, considering the equity shares of the Company will list on the recognized stock exchanges.

**RESOLVED FURTHER THAT** consent of the members be and is hereby accorded to the Board of Directors of the Company (the “**Board**”, which term shall include any Committee authorised by the Board to exercise its powers including powers conferred on the Board by this resolution) and such other person as may be authorised by the Board, to do all such acts, deeds, matters and things, including to settle any question, difficulty or doubt that may arise and to finalise and execute all documents and writings as may be necessary and make such filings/ applications with the regulatory authorities to give effect to this resolution.”

**4. APPROVAL FOR AMENDMENT IN THE EMPLOYEE STOCK OPTION PLAN 2024**

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

“**RESOLVED THAT** pursuant to the provisions of Section 62(1)(b) and other applicable provisions, if any, of the Companies Act, 2013 read with Rule 12 of Companies (Share Capital and Debentures) Rules, 2014, the relevant provisions of the Memorandum of Association and Articles of Association of the Company, subject to such other approvals, permissions and sanctions as may be necessary and on recommendation of Nomination and Remuneration Committee and Board of Directors of the Company, consent of the members be and is hereby accorded to the amendments in Employee Stock Option Plan 2024 (“**ESOP 2024**”), with a view to align the Plan as per the regulatory requirements of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 to the extent applicable, considering the equity shares of the Company will list on the recognized stock exchanges.

**RESOLVED FURTHER THAT** consent of the members be and is hereby accorded to the Board of Directors of the Company (the “**Board**”, which term shall include any Committee authorised by the Board to exercise its powers including powers conferred on the Board by this resolution) and such other person as may be authorised by the Board, to do all such acts, deeds, matters and things, including to settle any question, difficulty or doubt that may arise and to finalise and execute all documents and writings as may be necessary and make such filings/ applications with the regulatory authorities to give effect to this resolution.”

**5. APPROVAL FOR THE VARIATION IN TERMS OF APPOINTMENT OF MR. SANJAY SHARMA (DIN: 03337545) AS MANAGING DIRECTOR (WHOLE TIME KEY MANAGERIAL PERSONNEL)**

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

**“RESOLVED THAT** pursuant to the provisions of Sections 2(54), 152, 196, 197, 203 and other applicable provisions, if any, of the Companies Act, 2013 (the “Act”) including the rules made thereunder and the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 read with Schedule V to the Act, applicable provisions of Reserve Bank of India Act, 1934, Master Direction - Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, as amended from time to time and any other applicable provisions, if any (including any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force) and on recommendation of Nomination and Remuneration Committee and Board of Directors of the Company, the consent of the members be and is hereby accorded that Mr. Sanjay Sharma (DIN: 03337545) who was appointed as Managing Director (Whole Time Key Managerial Personnel) of the Company for a term of 5 (five) years w.e.f. July 5, 2024 to July 4, 2029 (both days inclusive), shall henceforth be liable to retire by rotation and shall remain designated as Managing Director (Whole Time Key Managerial Personnel) of the Company.

**RESOLVED FURTHER THAT** save as provided above, other terms and conditions of appointment of Mr. Sanjay Sharma as Managing Director of the Company will remain unchanged and will continue to be governed as approved by the members of the Company at the Extra-Ordinary General Meeting held on June 26, 2024.

**RESOLVED FURTHER THAT** consent of the members be and is hereby accorded to the Board of Directors of the Company (the “Board”, which term shall include any Committee authorised by the Board to exercise its powers including powers conferred on the Board by this resolution) and such other persons as may be authorized by the Board, to do all such acts, deeds, matters and things and to take all such steps as may be required in this connection including seeking all necessary approvals to give effect to this resolution, make relevant filings and payment of fees to relevant statutory or regulatory authorities and to settle any questions, difficulties or doubts that may arise in this regard.”

**6. APPROVAL FOR THE VARIATION IN TERMS OF APPOINTMENT OF MR. ADITYA MISRA (DIN: 09376632) AS NON-EXECUTIVE NON-INDEPENDENT DIRECTOR**

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

**“RESOLVED THAT** pursuant to the provisions of Sections 149, 152 & 178 and other applicable provisions, if any, of the Companies Act, 2013 including the rules made thereunder and the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 read with Schedule V to the Companies Act, 2013, applicable provisions of Reserve Bank of India Act, 1934, Master Direction - Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, as amended from time to time and any other applicable provisions, if any (including any statutory modification(s) or re-enactment thereof for the time being in force) and on recommendation of Nomination and Remuneration Committee and Board of Directors of the Company, the consent of the members be and is hereby accorded that Mr. Aditya Misra (DIN: 09376632) who was appointed as Non-Executive Non-Independent Director of the Company, shall henceforth be liable to retire by rotation and shall remain designated as Non-Executive Non-Independent Director of the Company.

**RESOLVED FURTHER THAT** save as provided above, other terms and conditions of appointment of Mr. Aditya Misra as Non-Executive Non-Independent Director of the Company will remain unchanged and will continue to be governed as approved by the members of the Company at the Extra-Ordinary General Meeting held on September 28, 2024.

**RESOLVED FURTHER THAT** consent of the members be and is hereby accorded to the Board of Directors of the Company (the “Board”, which term shall include any Committee authorised by the Board to exercise its powers including powers conferred on the Board by this resolution) and such other persons as may be authorized by the Board, to do all such acts, deeds, matters and things and to take all such steps as may be required in this connection including seeking all necessary approvals to give effect to this resolution, make relevant filings and payment of fees to relevant statutory or regulatory authorities and to settle any questions, difficulties or doubts that may arise in this regard.”

**7. RATIFICATION FOR THE TRANSFER OF 1,17,032 UNGRANTED OPTIONS FROM EMPLOYEE STOCK OPTION PLAN, 2016 TO EMPLOYEE STOCK OPTION PLAN, 2020**

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

“**RESOLVED THAT** based on the recommendation of Nomination and Remuneration Committee & Board of Directors, consent of the members be and is hereby accorded to ratify the transfer of 1,17,032 ungranted options (1,15,751 + 1,281) on December 2, 2020 from Employee Stock Option Plan 2016 to Employee Stock Option Plan 2020.

**RESOLVED FURTHER THAT** consent be and is hereby accorded that options granted as of the current date include those options that were previously granted but lapsed due to the resignation/separation of employees, which have subsequently been returned to the option pool for reallocation, up until the most recent grant date including any future lapses.

**RESOLVED FURTHER THAT** consent of the members be and is hereby accorded to the Board of Directors of the Company (the “**Board**”, which term shall include any Committee authorised by the Board to exercise its powers including powers conferred on the Board by this resolution) and such other persons as may be authorized by the Board, to do all such acts, deeds, matters and things and to take all such steps as may be required in this connection including seeking all necessary approvals to give effect to this resolution, make relevant filings and payment of fees to relevant statutory or regulatory authorities and to settle any questions, difficulties or doubts that may arise in this regard.”

**By order of the Board  
For Aye Finance Limited  
(Formerly Known as Aye Finance Private Limited)**

**Place: Gurugram  
Date: December 11, 2024**

**Sd/-  
(Vipul Sharma)  
Company Secretary, Compliance Officer  
& Chief Compliance Officer**

**NOTES:**

- (a) The Explanatory Statement pursuant to Section 102 (1) of the Companies Act, 2013, in respect of the special businesses as stated above is annexed hereto.
- (b) EGM Notice *inter-alia* indicating the process and manner of attending the EGM through VC are being sent by email to the Members, Debenture Trustees, Auditors, Directors of the Company and to all other persons so entitled whose email IDs have been made available to the Company / Registrar and Transfer Agent (“RTA”) i.e. Kfin Technologies Limited or with Depository Participants (“DP”).
- (c) The businesses contained in this notice are of urgent nature and this EGM is being called via VC/ OAVM as per relaxation provided to Companies by Ministry of Corporate Affairs in terms of the General Circulars No. 14/2020 dated April 08, 2020, No. 17/2020 dated April 13, 2020, No. 22/2020 dated June 15, 2020, No.33/2020 dated September 28, 2020, No. 39/2020 dated December 31, 2020, No. 10/2021 dated June 23,2021, No. 20/2021 dated December 8, 2021, No. 03/2022 dated May 5, 2022, No. 11/2022 dated December 28, 2022, No. 09/2023 dated September 25, 2023 and No. 09/2024 dated September 19, 2024.
- (d) As the meeting is conducted through Video Conferencing, physical attendance of Members has been dispensed with and the members are requested to virtually attend and vote at the EGM. Accordingly, the facility for appointment of proxy(ies) by the Members will not be available for the EGM and hence, the Proxy Form, Attendance Slip and Route Map are not annexed to this Notice.
- (e) Members attending the EGM through VC/ OAVM facility shall be counted for the purpose of reckoning the quorum under Section 103 of the Companies Act, 2013.
- (f) The members can participate in the EGM by installing Zoom software in their computer systems (from the link given below) and dialling Meeting ID and Password-

**Join Zoom Meeting:**

<https://us06web.zoom.us/j/84300106142?pwd=qj1FT95zIyMMDfgTQzahTbpTNafNcW.1>

**Meeting ID:** 843 0010 6142

**Passcode:** 534589

- (g) For any **IT related issues**, please contact Mr. Deepak Prajapati (Ph. No- +91-9540981064)
- (h) The facility for joining the meeting shall be kept open at least 15 minutes before and close after 15 minutes of the scheduled time.
- (i) Members are requested to submit their queries in advance to below mentioned person through mail:

Name: Mr. Vipul Sharma

Designation: Company Secretary, Compliance Officer & Chief Compliance Officer

Mail id: [secretarial@ayefin.com](mailto:secretarial@ayefin.com)

Mob.: 0124-4844000

- (j) Corporate members intending to authorise their representatives to attend and vote at the EGM are advised to send a duly certified copy of the relevant board resolution/Authority letter before attending EGM authorizing their representatives.
- (k) The venue of the EGM as aforesaid shall be the place where all the recordings of the proceedings of the EGM will be made.
- (l) All the documents referred to in the EGM Notice and Explanatory Statement annexed to the EGM Notice shall be available for inspection at the Registered & Corporate Office of the Company.

**EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013**

**Item No. 1**

The Company intends to list its equity shares (the “**Equity Shares**”) on one or more stock exchanges to enable the shareholders to have a formal market place for dealing with such Equity Shares. For this purpose, the Company proposes to undertake an initial public offering of the Equity Shares by way of fresh issue of Equity Shares (“**Fresh Issue**”) and an offer for sale of Equity Shares by certain existing shareholders of the Company (“**Selling Shareholders**”) (“**Offer for Sale**” and together with the Fresh Issue the “**Offer**”). The Company proposes to create, offer, issue, allot and/or transfer Equity Shares of the Company of face value of ₹ 2 each up to an aggregate of ₹ 14,500.00 million, on such terms, in such manner, at such time and at such price or prices and as may be discovered in accordance with the applicable laws, including, without limitation the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”), to various categories of investors including qualified institutional investors, retail individual investors, non-institutional investors, non-resident Indians, foreign portfolio investors and/ or eligible employees, as permitted under the SEBI ICDR Regulations and other applicable laws. The Equity Shares allotted or transferred shall rank in all respects *pari passu* with the existing Equity Shares of the Company.

The Company intends to at the discretion of the board of directors of the Company (“**Board**”), undertake the Offer and list its Equity Shares at an opportune time in consultation with the book running lead managers (“**BRLMs**”) and other advisors and subject to applicable regulatory approvals and other approvals, to the extent necessary. The Board has in its meeting held on December 11, 2024 approved the Offer, subject to the approval of the members of the Company.

With respect to the Offer, the Company will be required to file a draft red herring prospectus (the “**DRHP**”) with the Securities and Exchange Board of India (the “**SEBI**”) and the Stock Exchanges, and subsequently file a red herring prospectus (the “**RHP**”) with the Registrar of Companies, Delhi and Haryana at New Delhi (“**RoC**”) and thereafter with SEBI and the Stock Exchanges and file a prospectus with the RoC and thereafter with SEBI and the Stock Exchanges in respect of the Offer (the “**Prospectus**”, and together with the DRHP and the RHP, the “**Offer Documents**”), in accordance with the SEBI ICDR Regulations, the Companies Act, 2013, and the rules notified thereunder (including any statutory modification(s) amendment(s) or re-enactment(s) thereof, for the time being in force) (collectively referred to as the “**Companies Act**”) and other applicable laws.

Material information pertaining to the Offer is as follows:

- (i) *Offer Price:*  
The price at which the Equity Shares will be allotted through the Offer shall be determined and finalized by the Company in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations, on the basis of the book building process.
- (ii) *The object(s) of the Offer:*  
The proceeds of the Offer are to be utilized for the purposes that shall be disclosed in the Offer Documents. The Board has the authority to modify the above objects on the basis of the requirements of the Company, in accordance with applicable laws.
- (iii) *Intention of Directors/Key management personnel to subscribe to the Offer:*  
The Company has not made and will not make an offer of Equity Shares to any of the directors or key management personnel. However, the directors or the key management personnel may apply for Equity Shares in the various categories under an Offer in accordance with applicable law, including the SEBI ICDR Regulations.
- (iv) *Whether a change in control is intended or expected:*  
No change in control of the Company or its management is intended or expected pursuant to the Offer.

The Equity Shares are proposed to be listed on the BSE Limited, the National Stock Exchange of India Limited and any other stock exchange as determined by the Board at its absolute discretion (together the “**Stock Exchanges**”) and the Company will be required to enter into listing agreements with each of the Stock Exchanges.

None of the Directors or Key Managerial Personnel or their relatives are in any way concerned or interested, financially or otherwise in the proposed resolution, except to the extent of their respective shareholding, if any, in the Company.

The Board recommends the resolution set out at item no. 1 of the notice for approval by the members of the Company as a Special Resolution.

**Item No(s). 2, 3 & 4**

Given that the Company is proposing to undertake an initial public offering of its equity shares (“**Equity Shares**”), on listing of such Equity Shares, the Company will be required to ensure that the ESOP 2016, ESOP 2020 & ESOP 2024 (collectively referred to as “**ESOP Plans**”) are in compliance with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, as amended (“**SEBI SBEB & SE Regulations**”).

Accordingly, based on the approval & recommendation of Nomination and Remuneration Committee & Board of Directors in their meeting held on November 12, 2024 & December 11, 2024 respectively and subject to the approval of the members, ESOP Plans are required to be amended to align it with SEBI SBEB & SE Regulations.

**Details of key variations of the ESOP Plans are provided below:**

Clause Reference	Type of change	New/ Modified Clause
2.1(i)	Modified Clause	<p>“<b>Applicable Law</b>” means every rule, regulation or law relating to Options, including, without limitation, the Companies Act, 2013, all relevant regulations of the Securities and Exchange Board of India particularly in connection with or after Listing, including Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“<b>LODR Regulations</b>”), each as amended and enacted from time to time read with all circulars and notifications issued thereunder and all the relevant tax, securities, foreign exchange control or corporate laws or amendments thereof including any circular, notification issued thereunder by any regulatory authorities of India or of any relevant jurisdiction or of any Stock Exchange on which the Shares may be listed or quoted.</p>
2.1(vi)	Modified Clause	<p>“<b>Committee</b>” means the Compensation Committee, Nomination and Remuneration Committee, or any other Committee by whatever name called, constituted or re-constituted from time to time by the Board entrusting supervision and administration of Plan.</p> <p>Post Listing, “<b>Committee</b>” shall mean the nomination and remuneration committee constituted by the Board from time to time, to administer and supervise the Plan and other employee benefit Plan(s), if any, comprising of such members of the Board as provided under Section 178 of the Companies Act and Regulation 19 of LODR Regulations.</p>

Clause Reference	Type of change	New/ Modified Clause
2.1(vi)	Modified Clause	<p><b>“Compensation Committee”</b> means a Committee constituted or which may be constituted by the Board of Directors from time to time to administer ESOP 2016 or any other stock based incentive plans of the Company.</p> <p>Post Listing, <b>“Compensation Committee/ Committee”</b> shall mean the nomination and remuneration committee constituted by the Board from time to time, to administer and supervise the Plan and other employee benefit Plan(s), if any, comprising of such members of the Board as provided under Section 178 of the Companies Act and Regulation 19 of LODR Regulations.</p>
2.1(xi)	Modified Clause	<p><b>“Employee”</b> means a person eligible for Grant by the Company under the Companies Act read with relevant rules issued thereunder from time to time.</p> <p>Post Listing, the term “Employee” shall be defined as below in compliance with SBEB Regulations.</p> <p><b>“Employee”</b> shall mean -</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; or</li> <li>(iii) an employee as defined in sub clause (i) or (ii), of a Subsidiary Company in India or outside India, or of a Holding Company of the company,</li> </ul> <p>but does not include</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>b. a Director who, either himself or through his relative or through any body corporate, directly or indirectly, holds more than 10% of the outstanding equity shares of the Company; or</li> <li>c. an Independent Director.</li> </ul>
2.1(xvii)	Modified Clause	<p><b>“Fair Market Value”</b> means the value of an Equity Share of the Company as determined by an independent valuer or by any other valuer as required by Applicable Laws for the time being in force, appointed by the Company.</p> <p><b>Provided that after Listing</b>, the term ‘Fair Market Value’ shall refer to “Market Price” within the meaning of the SBEB Regulations.</p>
2.1(xix)	New Clause	<p><b>“Grant Date”</b> means the Grant date as mentioned in the Grant Letter or any such date which may be determined by the Committee as the Grant date.</p> <p><b>Explanation:</b> For accounting purposes, the Grant date will be determined in accordance with applicable accounting standards.</p>
2.1(xx)	New Clause	<p><b>“Grant Letter”</b> means the formal communication in writing as regards Grant made by the Company to the Employee containing specific details, terms, and conditions of the Options.</p>

Clause Reference	Type of change	New/ Modified Clause
2.1(xxii)	New Clause	<p><b>“Independent Director”</b> means a Director within the meaning of Section 149(6) of the Companies Act.</p> <p>Post Listing, <b>“Independent Director”</b> shall have the same meaning assigned to it under the LODR Regulations.</p>
2.1(xxv)	Modified Clause	<p><b>“Lock-in Period”</b> means the time period during which transfer of Shares allotted/transferred to the Employee under this Plan is not permitted unless otherwise specifically permitted by the Board.</p> <p>Post Listing, the Shares issued upon Exercise shall be freely transferable and shall not be subject to any lock-in period restriction after such issue except as required under the Applicable Laws including that under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, or code of conduct framed, if any, by the Company after Listing under the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.</p>
2.1(xxvii)	New Clause	<p><b>“Market Price”</b> means the latest available closing price on the recognized Stock Exchange on which the Shares of the Company are listed on the date immediately prior to the Relevant Date.</p> <p><b>Explanation:</b> In the case of shares listed on more than one recognized Stock Exchange, then the Stock Exchange where the highest trading volume on the said date shall be considered.</p>
2.1(xxxiii)	Modified Clause	<p><b>“Promoter”</b> means a person:</p> <ul style="list-style-type: none"> <li>(a) who has been named as such in a prospectus or is identified by the Company in the annual return;</li> <li>(b) who has control over the affairs of the Company, directly or indirectly whether as a shareholder, Director or otherwise; or</li> <li>(c) in accordance with whose advice, directions or instructions the Board is accustomed to act:</li> </ul> <p><b>Provided that</b> nothing in Sub-clause (c) shall apply to a person who is acting merely in a professional capacity.</p> <p>Post Listing, the term “Promoter” defined hereinabove shall have meaning as defined in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018 (“<b>ICDR Regulations</b>”), as amended from time to time.</p>
2.1(xxxiv)	Modified Clause	<p><b>“Promoter Group”</b> means (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.</p> <p>Post Listing, the term “Promoter Group” have the same meaning assigned to it under the ICDR Regulations, as amended from time to time.</p>
2.1(xxxvi)	New Clause	<p><b>“Relevant Date”</b> means any of the following dates as the context require:</p> <ul style="list-style-type: none"> <li>a) in the case of Grant, the Grant Date; or</li> <li>b) in the case of Exercise, the date on which the notice of Exercise is given to the Company by the Grantee.</li> </ul>
2.1(xxxvii)	New Clause	<p><b>“SBEB Regulations”</b> means the Securities and Exchange Board of India (Share Based Employee Benefits &amp; Sweat Equity) Regulations 2021 as</p>

Clause Reference	Type of change	New/ Modified Clause
		amended and enacted from time to time read with all circulars and notifications issued thereunder.
2.1(xxxviii)	New Clause	“ <b>Secretarial Auditor</b> ” means a company secretary in practice appointed by a company under rule 8 of the Companies (Meetings of Board and its Powers) Rules, 2014 to conduct secretarial audit pursuant to regulation 24A of the LODR Regulations.
3.2	Modified Clause	<p>The number of Options that may be granted to any specific Employee in one or more tranches shall not exceed 80000 (Eighty Thousand) Options in aggregate under the Plan.</p> <p><b>Provided that</b> in case Grant of Options to any Employee exceeds 1% (One percent) of issued capital (excluding outstanding warrants and conversions) in any year or in aggregate, the Company shall obtain prior approval of shareholders.</p> <p><b>Provided further that</b> post Listing, prior approval of shareholders by way of special resolution shall be obtained in case the Grant of Options to any identified Employee is equal to or exceeding one percent of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant.</p>
3.6	New Clause	After Listing, the Company shall obtain prior approval from the shareholders’ of the Company by way of ratification of the Plan.
4.3	New Clause	Post Listing, the Committee shall frame suitable policies and procedures to ensure that there is no violation of any securities laws including Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating To Securities Market) Regulations, 2003 or any statutory modification or re-enactment of these regulations by the Company or any of its Employees, as applicable.
5	New Clause	<p><b>Grant and Acceptance of Grant</b></p> <p>5.1 Grant of Options</p> <ul style="list-style-type: none"> <li>a) Grants contemplated under the Plan shall be made on such day and month as decided by the Board at its discretion.</li> <li>b) Each Grant of Option under the Plan shall be made in writing by the Company to the eligible Employees by way of Grant Letter containing specific details of the Grant, and disclosure requirements, as prescribed under Applicable Laws.</li> </ul> <p>5.2 Acceptance of the Grant</p> <p>Any eligible 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 60 days from the date of the Grant, as specified in the letter of Grant. On receipt by the Company of the signed acceptance, the eligible Employee will become an Option Grantee.</p> <p>Any eligible 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 determines otherwise.</p>
6.2	Modified Clause	The Plan shall be applicable to the Company, its Subsidiary in or outside India, and its Holding Company if any, and any successor Company thereof and may be granted to the Employees of the Company, as determined by the Board at its sole discretion.

Clause Reference	Type of change	New/ Modified Clause
		<p>Provided that in case of Grant of Options to any Employee of Subsidiary or Holding Company, the Company shall obtain prior approval of shareholders.</p> <p>Provided further that in case of Grant of Options to any Employee of Subsidiary or Holding Company, the Company shall obtain prior approval of shareholders by way of a special resolution.</p>
7.5(iv)	New Clause	Provided that, post Listing, this Sub-clause shall defunct.
8.2(a)	Modified Clause	<p><b>Exercise while in employment:</b> The Vested Options can be exercised by the Option Grantee only upon or in connection with happening of a Liquidity Event within such period as may be prescribed by the Board in this regard.</p> <p>Upon Listing, this Clause shall not have any effect and the aspects dealt with herein shall be governed under the Sub-clause 8.3 of this Plan.</p>
8.3	New Clause	<p><b>Provisions on exercisability of Options after Listing shall be determined as under:</b></p> <p><b>1. Continuation of employment/ service:</b> All the Vested Options can be exercised within the Exercise Period of 5 years from the date of (i) Vesting, or (ii) Listing, whichever is later.</p> <p>All the Unvested Options shall continue to vest as per original Vesting schedule and be exercisable within the period specified for Vested Options.</p> <p><b>2. Resignation / termination (other than due to Misconduct)</b> All the Vested Options as on date of resignation or termination shall be exercisable (i) by the last working day or (ii) Listing, whichever is later. All the Unvested Options as on date of resignation or termination shall lapse.</p> <p><b>3. Termination due to Misconduct or breach of Company Policies /Terms of Employment</b> All the Unvested Options at the time of such termination shall stand cancelled with effect from the date of such termination.</p> <p><b>4. Retirement</b> All the Vested Options can be Exercised within a period of 1 (one) year from the date of (i) Retirement or (ii) Listing, whichever is later. All the Unvested Options as on date of Retirement shall vest as per Vesting schedule as originally prescribed even after date of Retirement and be exercisable in the manner specified for Vested Options unless otherwise determined by the Committee in accordance with the company’s policies and the applicable law.</p> <p><b>5. Death</b> All the Vested Options as on date of death shall be exercisable by the legal heir/ nominee of such deceased Option Grantee within a period of 1 (One) year from the date of (i) Death, or (ii) Listing, whichever is later. All the Unvested Options as on date of death shall vest immediately and be exercisable in the manner specified for Vested Options.</p>

Clause Reference	Type of change	New/ Modified Clause
		<p><b>6. Permanent Incapacity</b>                      All the Vested Options as on date of incurring of Permanent Incapacity shall be exercisable by the Option Grantee within a period of 1 (One) year from the date of (i) incurring of Permanent Incapacity, or (ii) Listing, whichever is later.                      All the Unvested Options as on date of incurring of Permanent Incapacity shall vest immediately and be exercisable in the manner specified for Vested Options.</p> <p><b>7. Abandonment of employment</b>                      All the Vested Options shall stand cancelled.                      All Unvested Options shall stand cancelled.</p> <p><b>8. Termination due to reasons apart from those mentioned above</b>                      The Committee shall decide whether the Vested Options as on that date can be exercised by the Option Grantee or not, and such decision shall be final.                      All the Unvested Options as on the date of such termination shall stand cancelled unless otherwise required by the Applicable Laws.</p>
9.5	New Clause	Post Listing, Clause 9 shall defunct.
10.8	New Clause	Post Listing, Clause 10 shall defunct.
11	New Clause	<p><b>Free Transferability upon Listing</b>                      11.1 Upon Listing, the Option Grantee or his nominee/ legal heir, wherever applicable, can sell Shares in the open market at any time in accordance with Applicable Laws and policies of the Company, subject to any lock in period as per Applicable Laws.</p> <p>11.2 Upon Listing and subject to other provisions of the Applicable Laws, the Company shall list new Shares issued under the Plan on the recognized Stock Exchange(s).</p>
12.2	Modified Clause	Employee Stock Options shall not be transferable to any person except in the event of death of the Option Grantee, in which case clause 8.2(b) would apply.
12.3	Modified Clause	No person other than the Employee to whom the Employee Stock Option is granted shall be entitled to Exercise the Employee Stock Option except in the event of the death of the Option Grantee holder, in which case clause 8.2(b) would apply.
20	New Clause	<p><b>Certificate from Secretarial Auditors</b>                      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 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 SBEB Regulations.</p>

Given the nature of proposed amendments, none of the amendments are detrimental to the interests of any existing option grantees. The beneficiaries of these amendments shall be the existing option grantees, to the extent applicable, and new option grantees to whom the Company may intends to grant options under the ESOP 2016.

A copy of both existing and draft amended ESOP 2016 would be available for inspection, by the Members without any fee, at the Registered Office of the Company during normal business hours on any working day upto the date of meeting and during the continuance of meeting.

None of the Directors or Key Managerial Personnel or their relatives are in any way concerned or interested, financially or otherwise in the proposed resolution, except to the extent of their respective shareholding, if any, in the Company.

The Board recommends the resolution set out at item no(s). 2, 3 & 4 of the notice for approval by the members of the Company as an Ordinary Resolution.

### **Item No(s). 5 & 6**

As per Section 152 (6) of the Companies Act, 2013 (the “Act”) unless the articles provide for the retirement of all Directors at every annual general meeting, not less than two-thirds of the total number of Directors of a public company shall-

- (i) be persons whose period of office is liable to determination by retirement of Directors by rotation; and
- (ii) save as otherwise expressly provided in this Act, be appointed by the Company in general meeting.

Also, at the first annual general meeting and **at every subsequent annual general meeting**, out of two-thirds of Directors eligible to retire, one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is neither three nor a multiple of three, then, the number nearest to one-third, shall retire from office.

The Directors to retire by rotation at every annual general meeting shall be those who have been longest in office since their last appointment.

Keeping in view the existing structure of the Board and recent approval for conversion of Company from Private Limited to Public Limited received from Registrar of Companies, National Capital Territory of Delhi & Haryana on December 10, 2024, the Company is required to change the terms of Mr. Sanjay Sharma, Managing Director & Mr. Aditya Misra, Non-Executive Non-Independent Director of the Company, as Directors liable to retire by rotation.

Members of the Company at their Extra-Ordinary General Meetings held on June 26, 2024 & September 28, 2024 had re-appointed Mr. Sanjay Sharma (DIN: 03337545) as Managing Director (Whole Time Key Managerial Personnel) of the Company for a further period of 5 (five) years effective from July 5, 2024 to July 4, 2029 (both days inclusive) & appointed Mr. Aditya Misra (DIN: 09376632) as Non-Executive Non-Independent Director of the Company respectively.

Nomination and Remuneration Committee & Board of Directors in their meeting held on November 12, 2024 & December 11, 2024 respectively has approved the variation in the terms of Mr. Sanjay Sharma & Mr. Aditya Misra, subject to approval of members of the Company.

In case of Mr. Aditya Misra, the Company has received a Waiver for clause 5.6.1. of Amended and Restated Shareholders’ Agreement dated September 18, 2024 from IMP2 Assets Pte. Ltd.

The other terms and conditions will remain unchanged and will continue to be governed by resolution passed by the members of the Company at the Extra-Ordinary General Meetings held on June 26, 2024 & September 28, 2024.

None of the Directors or Key Managerial Personnel or their relatives are in any way concerned or interested, financially or otherwise in the proposed resolution, except to the extent of their respective shareholding, if any, in the Company.

The Board recommends the resolution set out at item no(s). 5 & 6 of the notice for approval by the members of the Company as an Ordinary Resolution.

**Item No. 7**

Based on the recommendation of Nomination and Remuneration Committee of the Company in its meeting held on October 19, 2020, the members of the Company in their Extra-Ordinary General meeting held on November 10, 2020 & the Board of Directors in their meeting held on December 2, 2020 had approved the transfer of 1,15,751 ungranted options from Employee Stock Option Plan, 2016 to Employee Stock Option Plan, 2020, this transfer was made on a net basis, excluding certain Reserve Options.

Further, 16,635 options granted to an employee on July 2, 2021 (which were specifically reserved for allocation to new-hires), pending discussions regarding his roles at the time the option pool transfer was executed. Accordingly, the total number of options that should have been transferred from Employee Stock Option Plan, 2016 to Employee Stock Option Plan, 2020, net of this additional reserve, was 1,17,032 options (1,15,751 + 1,281).

Further, it is to apprise that following the transfer of 1,17,032 ungranted options, the existing Pool shall be discontinued. All options from the date of this transfer (October 19, 2020) shall brought back to "ESOP Pool 2020", and such options shall be granted from the "ESOP Pool 2020" in accordance with the conditions specified in the "ESOP Scheme 2020".

Options granted as of the current date include those options that were previously granted but lapsed due to the resignation/separation of employees, which have subsequently been returned to the option pool for reallocation, up until the most recent grant date including any future lapses.

Nomination and Remuneration Committee & Board of Directors in their meetings held on November 12, 2024 & December 11, 2024 respectively had approved the ratification for transfer of ungranted options.

None of the Directors or Key Managerial Personnel or their relatives are in any way concerned or interested, financially or otherwise in the proposed resolution, except to the extent of their respective shareholding, if any, in the Company.

The Board recommends the resolution set out at item no. 7 of the notice for approval by the members of the Company as a Special Resolution.

**By order of the Board  
For Aye Finance Limited  
(Formerly Known as Aye Finance Private Limited)**

**Place: Gurugram  
Date: December 11, 2024**

**Sd/-  
(Vipul Sharma)  
Company Secretary, Compliance Officer  
& Chief Compliance Officer**