



## LAXMI DENTAL LIMITED

formerly known as Laxmi Dental Export Private Limited

**Registered Office:** 103, Akruiti Arcade, Opposite A H Wadia High School, Near Azad Nagar Metro Station, Andheri (West), Mumbai –400058.

**Tel:** 022 61437991 | **Email:** info@laxmidentallimited.com | **Website:** www.laxmidentallimited.com

**CIN No:** L51507MH2004PLC147394 | **GST No:** 27AABCL0001A1ZL

<b>Disclosure under Regulation 14 of the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 for the period ended 31st March, 2025 in respect of ESOP 2024</b>	
(a) the total number of stock options to be granted;	The Company granted 3,51,672 stock options during the year 2024-2025
(b) identification of classes of employees entitled to participate in the Employees Stock Option Scheme;	<p>Following classes of employees, shall be eligible to participate in the Laxmi Dental Stock Option Scheme 2024:</p> <ol style="list-style-type: none"><li>Only Employees are eligible for being granted Options under the Scheme. The specific Employees to whom the Options would be granted, and their Eligibility Criteria shall be determined by the Board at its sole discretion.</li><li>The Scheme shall be applicable to the Company and any successor company thereof to the extent any of their Employees have been granted Options under the Scheme and apply to each Option Grantee. Provided that in case of any Grant to the Employees of the Holding/ Subsidiary company(ies), the Company shall obtain prior approval of the shareholders of the Company by way of a special resolution.</li></ol>
(c) the appraisal process for determining the eligibility of employees to the Employees Stock Option Scheme;	Appraisal process for determining the eligibility of the Employees may include designation, period of service, performance linked parameters such as work performance and such other criteria as may be determined by the Board at its sole discretion, from time to time.
(d) the requirements of vesting and period of vesting;	Options granted under the Scheme shall vest not earlier than the minimum Vesting Period of 1 (One) year and not later than maximum Vesting Period of 4 (Four) years from the date of Grant. The Board at its discretion may grant Options specifying Vesting Period ranging from minimum and maximum period as afore stated. Provided that in the event of death or Permanent Incapacity of an Employee, the minimum Vesting Period of 1 (One) year shall not be applicable and in such instances, all the Unvested Options shall vest with effect from date of the death or Permanent Incapacity, as the case may be. Provided further that in case where Options are granted by the Company under the Scheme in lieu of Options held by a person under a similar Scheme in another company ("Transferor Company") which has merged or



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	amalgamated with the Company, the period during which the Options granted by the Transferor Company were held by him shall be adjusted against the minimum Vesting Period required under this Sub-clause.								
(e) the maximum period within which the options shall be vested;	Options granted under the Scheme shall vest not later than maximum Vesting Period of 4 (Four) years from the date of Grant.								
(f) the exercise price or the formula for arriving at the same;	<p>The Exercise Price per Option shall be decided by the Board and shall not be less than the face value and not be more than the Fair Market Value of the Shares of the Company as on date of Grant of such Option. The specific Exercise Price shall be intimated to the Option Grantee in the Grant Letter issued at the time of Grant. Payment of the Exercise Price shall be made by a crossed cheque, or a demand draft drawn in favour of the Company or in such other manner as the Board may decide from time to time.</p> <p>The weighted average exercise price of the options outstanding as on 31<sup>st</sup> March, 2025 is INR 2 per share.</p>								
(g) the exercise period and process of exercise;	<p><b>(a) Exercise while in employment/ service:</b> The Exercise Period in respect of a Vested Option shall be subject to a maximum period of 4 (Four) years commencing from the relevant date of Vesting of Options, or such other shorter period as may be prescribed by the Board at time of Grant. All the Vested Options can be exercised by the Option Grantee at one time or at various points of time within the Exercise Period.</p> <p><b>(b) Exercise Period in case of separation from employment / service:</b> <b>Exercisability of Vested Options shall be as under:</b></p> <table><tr><th>S. No.</th><th>Events of Separation</th><th>Vested Options</th><th>Unvested Options</th></tr><tr><td>1</td><td><b>Resignation / termination</b> (other than due to Misconduct)</td><td>All the Vested Options as on date of submission of resignation / termination shall be exercisable by the Option Grantee on the <b>last</b></td><td>All the Unvested Options as on date of submission of resignation/ termination shall lapse and stand <b>cancelled</b></td></tr></table>	S. No.	Events of Separation	Vested Options	Unvested Options	1	<b>Resignation / termination</b> (other than due to Misconduct)	All the Vested Options as on date of submission of resignation / termination shall be exercisable by the Option Grantee on the <b>last</b>	All the Unvested Options as on date of submission of resignation/ termination shall lapse and stand <b>cancelled</b>
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1	<b>Resignation / termination</b> (other than due to Misconduct)	All the Vested Options as on date of submission of resignation / termination shall be exercisable by the Option Grantee on the <b>last</b>	All the Unvested Options as on date of submission of resignation/ termination shall lapse and stand <b>cancelled</b>						



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			<b>working day</b> with the Company.	with effect from date such resignation/ termination.
	2	<b>Termination due to Misconduct</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 lapse and stand <b>cancelled</b> with effect from the date of such termination.
	3	<b>Retirement</b>	All the Vested Options as on date of Retirement shall be exercisable by the Option Grantee within <b>6 (Six)</b> <b>months</b> from the date of Retirement.	All Unvested Options as on the date of Retirement would continue to vest in accordance with the <b>original vesting schedules</b> even after the Retirement unless otherwise determined by the Board in accordance with the Company's Policies, if any, and



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				provisions of the then prevailing Applicable Law.  Such aforesaid Vested Options can be exercised within a period of <b>6 (Six) months</b> from the date of Retirement or Vesting, whichever is later.
(h) the Lock-in period, if any;	The Shares issued upon Exercise shall not be subject to any lock-in period restriction after such issue except as required under the Applicable Laws including that and after Listing under the ICDR Regulations, or code of conduct framed, if any, by the Company, and under the Securities and Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015.			
(i) the maximum number of options to be granted per employee and in aggregate;	The maximum number of Options that may be granted to any Employee in any year and in aggregate shall not exceed 50,000 (Fifty Thousand) of the issued capital (excluding outstanding warrants and conversions) of the Company at the time of Grant.			
(j) the method which the company shall use to value its options;	The fair value of employee share options has been measured using Black-Scholes Option Pricing Model.			