



Mirza International Limited

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August 2, 2025

BSE Limited

Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai 400 001

Scrip Code: 526642

National Stock Exchange of India Limited

Exchange Plaza, Plot No. C/1, G Block,
Bandra Kurla Complex, Bandra (East),
Mumbai 400 051

NSE symbol: MIRZAINIT

Sub.: Intimation under Regulation 30 of SEBI (Listing Obligation and Disclosure Requirement) Regulation, 2015 for Institution of MIL Employees Stock Option Scheme 2025

Dear Sir / Madam,

In accordance with the provision of Regulation 30 read with schedule III of SEBI (Listing Obligation and Disclosure Requirement) Regulation 2015, we hereby inform you that Nomination and Remuneration Committee of the Board of Director of Mirza International Limited (designated as Compensation Committee as per the SEBI Regulations) in its meeting held on today i.e, **August 2, 2025** had inter-alia, approved the establishment and Institution of "**MIL Employee Stock Option Scheme 2025**" ("Scheme"/ "ESOS Scheme"/ "ESOS 2025").

In this connection, we hereby provide the details as required under Regulation 30 read with Para B (Clause 10) of Part A of schedule III of SEBI (Listing Obligation and Disclosure Requirement) Regulation 2015, is annexed herewith as **Annexure-1**.

We request you to kindly take the above information on record and oblige.

Thanking you.

For **Mirza International Limited**

Harshita Nagar
Company Secretary & Compliance Officer

Annexure-1

Disclosure of Material Events as per Part A of schedule III of regulation 30 of the SEBI (LODR) Regulations, 2015

Sr. No.	Particulars	Details
a.	Brief details of options granted	<p>MIL Employees Stock Option Scheme, 2025 is intended to reward the Eligible Employees for their contribution to the success of the Company and to provide an incentive to continue contributing to the success of the Company. It is envisaged that the Scheme is to attract, reward, motivate and retain its employees for high levels of individual performance which will ultimately contribute to the success of the Company. Subject to the approval of Members & other concerned authorities. Member of the Company has already approved the ESOS in the Annual general meeting held on July 26, 2025.</p> <p>The Maximum number of Stock Option in the proposed Employee Stock Option Scheme shall be upto 25,00,000 Stock Options.</p> <p>The Grant of Options shall be after the approval of stock exchange (BSE & NSE), which will be sought in due course.</p>
b.	Whether the scheme is in terms of SEBI (Share Based Employee Benefits) Regulations, 2021	The proposed Employee Stock Option Scheme shall be in compliance with the SEBI (Share Based Employee Benefits) Regulation 2021 and other applicable provisions.
c.	Total number of shares covered by these options	The maximum number of Shares that may be issued pursuant to exercise of Options granted to the Participants under the ESOS Scheme shall not exceed 25,00,000 (Twenty Five Lakhs Only) Equity Shares of the Company of Rs. 2 each which shall entitle the eligible employees & directors to get equal number of equity shares subject to the terms and conditions of the Employees Stock Option Scheme.
d.	Pricing formula	The Exercise Price is proposed as Rs. 10/-.

e.	Options vested	Not Applicable
f.	Time within which option may be exercised	The vested options may be exercised according to the terms & condition as determined and set forth under the scheme as framed and approved by the Nomination and Remuneration Committee.
g.	Options exercised	Not Applicable
h.	Money realized by exercise of options	Not Applicable
i.	The total number of shares arising as a result of exercise of option	Not Applicable
j.	Options lapsed	Not Applicable
k.	Variation of terms of options	Not Applicable
l.	Brief details of significant terms	As mentioned below.
m.	Subsequent changes or cancellation or exercise of such options	Not Applicable
n.	Diluted earnings per share pursuant to issue of equity shares on exercise of options	Not Applicable

SALIENT FEATURES OF MIL EMPLOYEES STOCK OPTION SCHEME, 2025:

a. Vesting of Options

Any Grantee who wishes to accept an offer made pursuant to Clause 8 above must deliver an Acceptance Form, prescribed by the Committee from time to time, duly completed as required therein to the Committee on or before the Closing date stated in the Grant letter.

Any Grantee who fails to return the Acceptance Form on or before the Closing date shall, unless the Committee determines otherwise, be deemed to have rejected the offer. Any Acceptance Form received after the Closing date shall not be valid. Upon receipt of a duly completed Acceptance Form from the Grantee in respect of the Grant, the Grantee will become a Participant. The Committee may then issue to the Participant a statement, in such form as it deems appropriate, showing the number of Options, to which the Participant is entitled pursuant to the acceptance of such offer and the number of Shares for which the Participant will be entitled to subscribe pursuant to such Options.

Subject to the terms contained herein, the acceptance of a Grant made to a Grantee, shall conclude a contract between the Grantee and the Company, pursuant to which each Option shall, on such acceptance, be an Unvested Option.

As per SEBI ESOS Regulations, there shall be a minimum period of one year between the grant of options and vesting of options. Subject to Participant's continues employment with the Company and further subject to other clauses of the ESOS 2025; the Unvested Options shall vest with the Participant on the Date being the date immediately after the date of expiry of One (1) year from the date of acceptance of the Options Granted to such Participant.

The date of Vesting would be determined in respect of different Options depending upon the different Grant Dates and difference dates of acceptance of such Grant of Options by the Participants.

b.Exercise Price and schedule of Payment

The Exercise Price of the Option shall be Rs. 10/- (Rupees Ten Only) each.

The total Exercise Price shall be paid to the Company in cash (through banking channel) upon Exercise of the Options. No amount is payable by the Grantee at the time of acceptance of Grant of Option.

c.Exercise Period and the Process of Exercise

The Exercise Period shall commence from the date of Vesting and shall close on expiry of One Year from the Vesting Date, for the respective Grant of Option. The Exercise Period can be extended only under special circumstances at the discretion of the Committee upon a specific request made by the Participant concerned to this effect.

An Option shall be deemed to be exercised only when the Committee receives notice of exercise and the Exercise Price in accordance with the Scheme from the person entitled to exercise the Option.

The options will lapse if not exercised within the specified exercise period.

d. Corporate Action

In the event of any Corporate Action such as bonus issue, rights issue, stock split, merger, de-merger, transfer of undertaking, sale of a division or any such capital or corporate restructuring, subject to the provisions of the ESOS 2025; the number of Options (vested as well as unvested) or the Exercise Price in respect of the Options or both the number and the Exercise Price, may be determined after making fair and reasonable adjustments, by the Company in consultation with the Compensation Committee, to be such number and/or Exercise price as is appropriate in accordance with the SEBI guidelines and other applicable provisions.

In this regard, it is clarified that:

- i. the number and price of Options shall be adjusted in a manner such that total value to the Participant remains the same after the corporate action;

- ii. the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Participant.

e. Termination of employment

i. On death of a Participant

In the event of death of the employee while in employment, all the Unvested Options/ Options Granted to him/ her till his/her death shall vest, with effect from the date of his/her death, in the legal heirs or nominees of such deceased employee, as the case may be.

All the Vested Options (including Options Vested upon death of the employee) shall be permitted to be exercised within 1 (one) year from the date of his/ her death. However, under no circumstances, Options can be exercised by the legal heirs or nominees beyond this Exercise Period.

ii. On disability of Participant

In case the employee suffers any permanent incapacity, while in employment, all the Unvested Options to him/ her under ESOS 2025 as on the date of permanent incapacitation, shall vest in him/her on that day.

All the vested Options (including Options Vested upon permanent incapacitation) shall be permitted to be exercised within 1 (one) year from the date of termination of employment due to permanent incapacitation. However, under no circumstances option can be exercised beyond this Exercise period.

iii. On attainment of Superannuation age

In case the service of the employee Participants with the Company is terminated due to retirement on superannuation, all the Unvested Options shall continue to vest as per normal schedule of Vesting even after the retirement or superannuation. Exercise of Options shall also be as per the normal schedule as per this ESOS 2025.

iv. Termination with Cause

In case the termination of employment of a Participant with the Company is with Cause, his/ her Options (Vested as well as Unvested) shall, unless otherwise decided by the Compensation Committee, lapse on the Termination Date and the contract referred to in clause 10.1 above shall stand automatically terminated.

v. Other termination without Cause

In case the service of the Participant with the Company is terminated due to resignation of the Participant from the Company or otherwise, all the Vested Options as on that date shall be permitted to be exercised

within the normal Exercise Period of one year or within three months from the date of such termination, whichever is earlier. All Unvested Options on the date of termination shall lapse.

It is clarified that re-appointment of Directors upon retirement by rotation shall be deemed to be continuity in tenure for the purpose of this Scheme.

vi. Long Leave

Long leave of the Participant shall not have any effect on the Scheme as applicable to the Participant. However, in case the employee goes on long leave of over three months during the vesting period, then the Committee reserves the right to extend the vesting period by a period not exceeding the leave period.

Notwithstanding above, approved earned leave and sick leave as per the Company policy shall be included to calculate the Vesting Period.

vii. Transfer of Employee

In the event that an Employee, who has been Granted benefits under the Scheme, is transferred or deputed to an associate company prior to vesting or exercise, the vesting and exercise as per the terms of grant shall continue in case of such transferred or deputed employee even after the transfer or deputation.

In the event that an Employee who has been granted benefits under the Scheme, is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing company, prior to the vesting or exercise, the treatment of options in such case shall be specified in such scheme of arrangement, amalgamation, merger or demerger provided that such treatment shall not be prejudicial to the interest of the employee.

f. Contract of employment

This Scheme shall not form part of any contract of employment between the Company and any Eligible Employee, and the rights and obligations of any Eligible Employee under the terms of his office or employment shall not be affected by his participation in this Scheme or any right which he may have to participate in it and this Scheme shall afford such an Eligible Employee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.

This scheme is purely at the discretion of the Company's Management (represented by the Compensation Committee).

For Mirza International Limited

Harshita Nagar

Company Secretary & Compliance Officer

Membership No: A43330