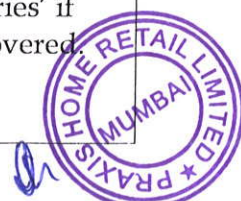


Annexure-3

**Regulation 10(b) - Information required in the statement to be filed with Stock Exchange(s):**

**Description of Schemes / Plan: Praxis Home Retail Limited Share Value Appreciation Rights, Plan - 2018**

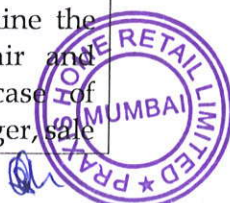
Sr. No.	Description	Information
1	Authorized Share Capital of the Company	Rs. 24,00,00,000/-
2	Issued Share Capital of the Company as on date of Institution of the scheme/ amendment of the scheme	<b>2,46,38,426 equity shares of Rs.5/- each fully paid up aggregating to Rs. 12,31,92,130/-</b>
3	Date of institution of the scheme/ amendment of the scheme	<b>[Clause 1{1.3}]</b> September 18, 2018
4	Validity period of the scheme	<b>Clause 1{1.3}]</b>  <b>Praxis SVAR Plan - 2018</b> is established w.e.f. September 18, 2018 and shall continue to be in force until (i) its termination by the Board or Committee; or (ii) the date on which all of the Options / SARs available for issuance under the <b>Praxis SVAR Plan - 2018</b> have been issued and exercised.
5	Date of notice of AGM/EGM for approving the scheme/for amending the scheme/for approving grants under regulation 6(3) of the SEBI (Share Based Employee Benefits) Regulations, 2014	<b>Notice of AGM:</b> May 28, 2018
6	Date of AGM/EGM approving the scheme/amending the scheme/approving grants under regulation 6(3) of the SEBI (Share Based Employee Benefits) Regulations, 2014	<b>Date of AGM:</b> September 18, 2018
7	Kind of benefit granted under the scheme	<b>[Clause 3.1]</b> Employee Stock Option (Options)/ Stock Appreciation Right (SARs) exercisable into fully paid up equity shares of the company.
8	Identity of classes of persons eligible under the scheme: a) Permanent employees b) Permanent employees outside India c) Permanent employees of subsidiary	<b>[Clause 2{2.1 x} &amp; Clause 5 {5.2}]</b>  Yes Yes Yes, however 'Subsidiaries' if any in future shall be covered.



	d) Permanent employees of holding company	No
	e) Permanent employees of associate company	No
	f) Whole-time directors	Yes
9	Total number of shares reserved under the scheme, as applicable	[Clause 3{3.1}] 9,75,000
10	Number of shares entitled under the grant	[Clause 3{3.1}] 9,75,000 shares
11	Total number of grants to be made	[Clause 3{3.1}] 9,75,000
12	Maximum number of shares, options, SARs or benefits to be granted per employee per grant and in aggregate	[Clause 3{3.2}] The number of Options/SARs that may be offered to any specific Employee in any Financial Year and in aggregate under the Praxis SVAR Plan - 2018 shall be less than 1% of the issued Equity Share capital (excluding outstanding warrants and conversions) of the Company at the time of grant of Options/SARs under Praxis SVAR Plan - 2018.
13	Exercise price or pricing formula	[Clause 8 {a}]  The exercise price per Option / SAR shall not be less than face value of equity share and shall not exceed the market price of equity share of the Company as on date of Grant of options/SARs which may be decided by the Nomination and Remuneration Committee.
14	Whether any amount payable at the time of grant? If so, quantum of such amount	As per <b>Clause 6</b> , no amount shall be payable at the time of grant.
15	Lock-in period under the scheme	[Clause 8(b)]  The shares issued upon exercise of Options/ equity settled SARs shall be freely transferable and will not be subject to any lock - in period after such exercise subject to applicable laws, if any, including but not limited to Securities Exchange Board of India (Prohibition of Insider Trading), Regulations, 2015 as amended or any re-enactment thereto or such other period as may be stipulated from time to time in terms of Company's Code of Conduct for Regulating



		Monitoring and Reporting of Trading by Insiders.
16	Vesting period under the scheme	<b>[Clause 7]</b> Options/SARs granted under Praxis SVAR Plan - 2018 would Vest after One year (12 months) but not later than five years from the date of grant of such options/SARs.
17	Maximum period within which the grant shall be vested	<b>[Clause 7]</b> Options/SARs granted under Praxis SVAR Plan - 2018 would Vest after One year (12 months) but not later than five years from the date of grant of such options/SARs.
18	Exercise period under the scheme	<b>[Clause 8(b)]</b> The Employee Stock Options/ SARs granted may be exercised by the Option grantee / SAR Grantee at any time within a maximum period of five (5) years from the date of Vesting of the respective Options / SARs or such other period as may be decided by the Nomination and Remuneration Committee from time to time
19	Whether employee can exercise all the options or SARs vested at one time?	<b>[Clause 4.2 (b)]</b> states that the Nomination and Remuneration Committee shall in accordance with the 'PRAXIS SVAR PLAN-2018' and applicable laws shall determine the right of an employee to exercise all the options /SARs vested at one time or at various points of time within the Exercise Period.
20	Whether employee can exercise vested options or SARs at various points of time within the exercise period?	<b>[Clause 4.2 (b)]</b> states that the Nomination and Remuneration Committee shall in accordance with the 'PRAXIS SVAR PLAN-2018' and applicable laws shall determine the right of an employee to exercise all the options /SARs vested at one time or at various points of time within the Exercise Period.
21	Whether scheme provides for the procedure for making a fair and reasonable adjustment to the number of options or SARs and to the exercise price in case of rights issues, bonus issues and other corporate actions? Clause in scheme describing such adjustment.	<b>[Clause 4.2 (d)]</b> states that the Nomination and Remuneration Committee shall in accordance with the 'PRAXIS SVAR PLAN-2018' and applicable laws shall determine the procedure for making a fair and reasonable adjustment in case of corporate actions such as merger, sale



		of division, stock split / consolidation, rights issues, bonus issues and others;
22	Description of the appraisal process for determining the eligibility of employees under the scheme.	<b>[Clause 5]</b> The specific Employees to whom the Employee Stock Options/ SARs would be granted and the appraisal process for determining the eligibility shall be determined by the Nomination and Remuneration Committee based on various parameters such as performance, rating, period of service, rank or designation and such other parameters as decided by the Committee from time to time.
23	The specified time period within which vested options or SARs are to be exercised in the event of termination or resignation of an employee.	<b>[Clause 8 {c}]</b> <b>Vested Options</b> - All the Vested Options/SARs as on the date of submission of resignation shall be exercisable by the Option Grantee/SAR Grantee before his last working day with the Company. <b>Unvested Options-</b> All Unvested Options/SARs on the date of submission of resignation shall stand cancelled with effect from that date.
24	The specified time period within which options or SARs to be exercised in the event of death of the employee.	<b>[Clause 8 {c}]</b> <b>Vested Options:</b> All vested Options / SARs may be exercised by the Option/SAR Grantee's Nominee immediately after but in no event later than 6 months, from the date of death. <b>Unvested Options:</b> All the unvested Options/SARs shall vest immediately and may be exercised by the Option / SAR Grantee's Nominee immediately after but in no event later than 6 months, from the date of death.
25	Whether scheme provides for conditions under which options, SARs, or benefits vested in employees may lapse in case of termination of employment for misconduct? Clause in Scheme describing such adjustment.	<b>[Clause 8 {c}]</b> <b>Vested Options</b> - All the Vested Options/SARs which were not exercised at the time of such termination shall stand cancelled with effect from the date of such termination. <b>Unvested Options-</b> All Unvested Options/SARs on the date of such



		termination shall stand cancelled with effect from the termination date.
26	Whether scheme provides for conditions for the grant, vesting and exercise of options, SARs or benefits in case of employees who are on long leave? Clause in scheme describing such adjustment.	<b>[Clause 4{4.2}]</b> Nomination and Remuneration Committee shall determine the procedure and terms for the Grant, Vest and Exercise of Options/SARs in case of Option/SAR Grantee who are on long leave.
27	Whether amount paid/payable by the employee at the time of the grant of the options, SARs or benefits will be forfeited if the employee does not exercise the same within the exercise period? Clause in scheme describing such adjustment.	<b>[Clause 6]</b> Not applicable - No amount is payable at the time of the grant of the Options / SARs.
28	<p>Details of approval of shareholders pursuant to regulation 6(3) of the SEBI (Share Based Employee Benefits) Regulations, 2014 with respect to:</p> <p>a. Grant to employees of subsidiary or holding or associate company.</p> <p>b. Grant to identified employees, during any one year, equal to or exceeding 1% of the issued capital (excluding outstanding warrants and conversions) of the company at the time of grant.</p>	<p>The shareholders have approved by way of Special Resolution at the Seventh Annual General Meeting of the Company held on September 18, 2018, the Grant of Options/SARs to the employees of the Subsidiary(ies) of the Company whether in India or outside India.</p> <p>As per <b>Clause 3{3.2}</b> the number of options that may be offered to any specific Employee in any Financial Year and in aggregate under the Praxis SVAR Plan - 2018 shall be less than 1% of the issued Equity Share capital (excluding outstanding warrants and conversions) of the Company at the time of grant of Options/SARs under Praxis SVAR Plan - 2018</p>



29	Details of the variation made to the scheme along with the rationale therefor and the details of the employees who are beneficiary of such variation.	Not Applicable
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For Praxis Home Retail Limited,

For Saffron Capital Advisors Private Limited



**Smita Chowdhury**  
Company Secretary & Compliance Officer



**Abhijit Diwan**  
Vice President



Place: Mumbai  
Dated: