

AXIS/CO/CS/51/2026-27

April 25, 2026

Listing & Compliance Department
National Stock Exchange of India Limited
Exchange Plaza, 5th Floor
Plot No. C/1, "G" Block
Bandra-Kurla Complex
Bandra (E), Mumbai – 400 051

Listing Department
BSE Limited
1st Floor,
P. J. Towers,
Dalal Street,
Fort, Mumbai – 400 001

NSE Symbol: AXISBANK

BSE Scrip Code: 532215

Dear Sir(s),

SUB: DISCLOSURE UNDER REGULATION 30 OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015

This is to inform you that the Board of Directors of Axis Bank Limited (the "Bank"), at its meeting held on April 25, 2026, has taken note of the proposed preferential issue of equity shares by its wholly-owned subsidiary Axis Finance Limited ("AFL") to Kedaara Pearl Holding ("KC Investor 1") and Kedaara Capital Fund IV AIF ("KC Investor 2") (KC Investor 1 and KC Investor 2 collectively referred to as the "Investors") and approved the execution of an investor agreement amongst the Bank, AFL and the Investors, in connection with the said preferential issue (the "Investor Agreement").

The transaction contemplated under the Investor Agreement is subject to satisfaction of customary conditions and receipt of such statutory / regulatory approvals, as may be applicable.

Upon completion of the proposed preferential issue, the Bank will hold 94.92% of the equity shares of AFL and will continue to remain the holding company and promoter of AFL.

The details required pursuant to SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/1/3762/2026 dated January 30, 2026, are enclosed as Annexure A.

The Board meeting commenced at 9.00 A.M. and concluded at 4.30 P.M.

You are requested to take the above on record.

Thanking you,

Yours faithfully,
For Axis Bank Limited

Sandeep Poddar
Company Secretary
CC:
London Stock Exchange
Singapore Stock Exchange

Annexure A

Sr. No.	Particulars	Details
a.	Parties to the agreements	Axis Bank Limited ("Bank"), Axis Finance Limited ("AFL"), Kedaara Pearl Holding ("KC Investor 1") and Kedaara Capital Fund IV AIF ("KC Investor 2"). (KC Investor 1 and KC Investor 2 to be collectively referred to as "Investors").
b.	Date of entering into the agreements	Investor Agreement ("IA"): April 25, 2026.
c.	Purpose of entering into the agreements	Preferential issue by AFL of 4,14,90,391 (four crores fourteen lakhs ninety thousand three hundred and ninety one) equity shares of the AFL to KC Investor 1 and 19,09,600 (nineteen lakhs nine thousand and six hundred) equity shares of the AFL to KC Investor 2, on private placement basis, each having face value of Rs. 10 (Indian Rupees 10 only) for Rs. 172.81 (Indian Rupees One Hundred and Seven Two point Eight One only) each. To record the rights and obligations of the Investors agreed amongst the parties in connection with the aforesaid preferential issue of equity shares.
d.	Shareholding, if any, in the entity with whom the agreement is executed	As on the execution date, the Bank holds 100% of the share capital of AFL. Upon completion of the proposed preferential issue, the Bank will hold 94.92% of the equity shares of AFL and will continue to remain the holding company and promoter of AFL.
e.	Significant terms of the agreement (in brief)	(i) Limited reserved matters requiring consent of the Investors (ii) Pre-emptive right of the Investors (iii) Tag along right of the Investors in case Bank proposes to transfer any shares (iv) Prior consent right of Investors for issuance of shares by AFL which leads to dilution of Bank's shareholding below 26%. (v) Right of first offer of the Bank in case Investors propose to transfer any shares (vi) Exit rights of the Investors (vii) Customary transfer restrictions on both Investors and the Bank (viii) Non-solicitation obligation on both the Investors and the Bank.
f.	Extent and the nature of impact on management or control of the listed entity	IA does not impact management or control of the Bank.

		Rights given to the Investors under the IA does not amount to control by the Investors on AFL.
g.	Details and quantification of the restriction or liability imposed upon the listed entity	(i) Restrictions on ability of the Bank to transfer its shares in AFL without providing a tag along right to the Investors. (ii) Restriction on AFL to issue shares (which leads to dilution of Bank's shareholding below 26%) without Investors' consent. (iii) Restriction on AFL to decide on any reserved matter without the prior consent of the Investors.
h.	Whether the said parties are related to promoter / promoter group / group companies in any manner. If yes, nature of relationship	As on the date of this disclosure, AFL is a wholly owned subsidiary of the Bank. However, upon closing of the IA, AFL will remain a subsidiary but cease to be a wholly owned subsidiary of the Bank.
i.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Not applicable
j.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable for the Bank.
k.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	None
l.	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s)	Not applicable.