

SCHEME OF ARRANGEMENT

BETWEEN

PANACEA BIOTEC LIMITED

AND

RAVINDER HEIGHTS LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

(Under Sections 230 to 232 and 66 of the Companies Act, 2013)

A. PREAMBLE

This scheme of arrangement (*hereinafter referred to as "Scheme" and more particularly defined hereinafter*) is presented under the provisions of sections 230 to 232 and section 66 and other relevant provisions of the Act (*as defined hereinafter*) and Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 emanating demerger of Demerged Undertaking (*as defined hereinafter*) belonging to Panacea Biotec Limited ("**Demerged Company**") with and into Ravinder Heights Limited ("**Resulting Company**") with effect from the Appointed Date (*as defined hereinafter*).

In addition to the above, this Scheme also provides for various other matters consequential or otherwise integrally connected with this Scheme.

(For the sake of brevity, Demerged Company and Resulting Company are hereinafter collectively referred to as "**Companies**").

B. BACKGROUND AND DESCRIPTION OF COMPANIES

- (i) Panacea Biotec Limited or Demerged Company is a public limited listed company duly incorporated under the provisions of Companies Act, 1956 ("**1956 Act**") on February 2, 1984 bearing Corporate Identification Number ("**CIN**") L33117PB1984PLC022350 and having its registered office situated in the State of Punjab at Ambala-Chandigarh Highway, Lalru-140501. The equity shares of the Demerged Company are listed on the Stock Exchanges (*as defined hereinafter*).

The Demerged Company was originally incorporated as a private limited company under the name and style of 'Panacea Drugs Private Limited' and having its registered office situated in the State of Delhi. Subsequently, the Demerged Company became a deemed public limited company and its name was changed to 'Panacea Drugs Limited' w.e.f. June 30, 1993. Further, name of the Demerged Company was changed to its present name, i.e., Panacea Biotec Limited, in the year 1993 and a fresh certificate of incorporation dated September 07, 1993 was issued



For Panacea Biotec Ltd.

For Ravinder Heights Limited

by Registrar of Companies, National Capital Territory of Delhi and Haryana at New Delhi.

Also, with effect from November 30, 1998, the registered office of the Demerged Company was shifted from the State of Delhi to the State of Punjab.

The Demerged Company is one of India's leading research-based biotechnology companies engaged in the business of research, development, manufacture and marketing of branded pharmaceutical and vaccines. The Demerged Company has also forayed into real estate business by acquiring real estate assets and making investments in subsidiary companies engaged in real estate business.

Permanent Account Number ("PAN") of the Demerged Company is AAACP5335J. The correspondence e-mail address of the Demerged Company is corporate@panaceabiotec.com.

- (ii) Ravinder Heights Limited or Resulting Company is a public limited company duly incorporated under the provisions of the Act (*as defined hereinafter*) on April 15, 2019 bearing CIN U70109PB2019PLC049331 and having its registered office situated in the State of Punjab at Ground Floor, PDS Block Ambala-Chandigarh Highway, Lalru, Mohali, Punjab-140501.

The Resulting Company has been set-up with an object of engaging in the business of real estate and is a wholly owned subsidiary of Demerged Company.

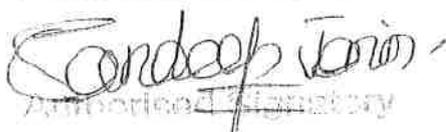
PAN of the Resulting Company is AAJCR5436R. The correspondence e-mail address of the Resulting Company is ravinderheights@gmail.com.

C. RATIONALE

This Scheme (*as defined hereinafter*) is expected to enable better realization of potential of the businesses and yield beneficial results and enhanced value creation for the Companies, their respective shareholders, lenders and employees. The Scheme is proposed with a view to achieve the following results:

- (i) simplification and rationalization of business undertakings holding structure of the Companies;
- (ii) imparting better management focus, facilitating administrative convenience and ensuring optimum utilization of various resources of the Companies;
- (iii) increasing efficiencies in management, control and administration of the affairs of the Companies;
- (iv) enabling the Companies to focus on their core businesses;
- (v) creating and enhancing stakeholders' value by unlocking the intrinsic value of its core businesses and listing of shares of Resulting Company; and
- (vi) raising necessary resources for the respective businesses independently.

For Panacea Biotech Ltd.


Sandeep Jindal
Authorized Signatory

For Ravinder Heights Limited


Ravinder Heights Limited



This Scheme is expected to be in the beneficial interest of the shareholders, lenders and employees of the Companies. This Scheme is not expected to be in any manner prejudicial to the interest of the concerned members, lenders, employees or general public at large.

D. Parts of the Scheme:

This Scheme is divided into the following parts:

- i. **Part 1:** This part of the Scheme deals with definitions and capital structure of the Companies;
- ii. **Part 2:** This part of the Scheme deals with transfer and vesting, legal proceedings, employees, consideration, accounting treatment etc. for demerger of Demerged Undertaking (*as defined hereinafter*) belonging to Demerged Company with and into Resulting Company; and
- iii. **Part 3:** This part of the Scheme deals with general terms and conditions applicable to this Scheme.

PART 1

DEFINITIONS AND CAPITAL STRUCTURE OF THE COMPANIES

1. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning as under:

- 1.1 **“Act”** means the Companies Act, 2013 and applicable rules made there under and includes any amendments, statutory re-enactments and modifications thereof for the time being in force;
- 1.2 **“Applicable Laws”** means any relevant statute, notification, by-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, schemes, notices, treaties, judgments, decree, approvals, orders or instructions enacted or issued or sanctioned by any Governmental and Registration Authority (*as defined hereinafter*), having the force of law and as applicable to the Companies;
- 1.3 **“Appointed Date”** for the purpose of this Scheme means April 01, 2019 or such other date as the Hon’ble Tribunal (*as defined hereinafter*) may approve;
- 1.4 **“Board of Directors”** or **“Board”** means board of directors of respective Companies, as the case may be and shall, unless it is repugnant to the context or otherwise, include a committee of Directors or any person authorised by the Board of Directors or such committee of Directors;

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Sandeep Verma
 Authorised Signatory



1.5 “Demerged Company” shall have a meaning as ascribed to it under Recital B (i) of this Scheme above;

1.6 “Demerged Undertaking” means the Real Estate Business (*as defined hereinafter*) of the Demerged Company, comprising, inter-alia, of all the properties, assets, liabilities, permits licenses, registrations, approvals, contracts and employees, on a going concern basis, representing an undertaking in compliance with Explanation 1 to Section 2(19AA) of the IT Act (*as defined hereinafter*), and includes:

- (a) All the business, assets and properties of the Demerged Company as on the Appointed Date, belonging to, or forming part of, or relating, pertaining or attributable in any manner to the Real Estate Business (*as defined hereinafter*) and shall include without limitation:
- (i) all assets and properties wherever situated, whether immovable (specifically including the real estate assets situated at 7th Floor, DCM Building, 16 Barakhamba Road, New Delhi-110001 and property no. 9, 7th Avenue, Amitabh Bachchan Scheme situated at village Jaunapur, New Delhi-110053) or movable, leasehold or freehold, tangible or intangible, including all fixed and current assets, lands, buildings, warehouses, loans granted and advances, computers and accessories, software and related data, leasehold improvements, plant and machinery, offices, capital work-in-progress, vehicles, furniture, fixtures, office equipment, electricals, appliances and accessories, inventory, cash, cash equivalents, bank balances, stock-in-trade, advance payments for supply of goods and services including advances given for purchase of immovable properties and accounts receivables belonging to, or forming part of, or relating, pertaining or attributable in any manner to the Real Estate Business (*as defined hereinafter*);
- (ii) all investments made by the Demerged Company in the equity share capital of Radhika Heights Limited (*as defined hereinafter*) including all rights and entitlements thereto and investments of Radhika Heights Limited (*as defined hereinafter*) in its subsidiaries, namely Cabana Construction Private Limited, Cabana Structures Limited, Nirmala Buildwell Private Limited, Nirmala Organic Farms Resorts Private Limited, Radicura Infra Limited and Sunanda Infra Limited;
- (iii) all trademarks, trademark applications, trade names, patents, domain names, patent applications, designs, copyrights, trade secrets, goodwill, and other rights in intellectual property (whether owned, licensed or otherwise and whether registered or unregistered), if any belonging to, or forming part of, or relating, pertaining or attributable in any manner to the Real Estate Business (*as defined hereinafter*) and all the rights and licenses attached thereto;
- (iv) all rights and licenses (including any assignments and grants thereof): all consents, permits, registrations, clearances, or approvals under any Applicable Law, or contractual agreements or arrangements; all entitlements, other licenses, tenancies, investments and/ or interest (*whether*

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vested, contingent or otherwise); and all privileges and other claims, rights and benefits including rights of set-off, counter-claim, actionable claims, tax benefits and concessions, refunds / credits in connection with any direct or indirect tax, powers and facilities of every kind, nature and description whatsoever, utilities, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests, in each case, belonging to, or forming part of, or relating, pertaining or attributable in any manner to the Real Estate Business (*as defined hereinafter*);

- (v) all books, records, files, papers, governance templates, engineering and process information, records of standard operating procedures, software along with their licenses, manuals and back-up copies, quotations, sales and advertising materials, list of present and former customers, customer pricing information, and other data and records whether in physical or electronic form belonging to, or forming part of, or relating, pertaining or attributable in any manner to the Real Estate Business (*as defined hereinafter*); and
- (vi) all employees of the Demerged Company engaged in the Real Estate Business (*as defined hereinafter*), as identified by the Board of Directors of the Demerged Company, as on the Effective Date (*as defined hereinafter*);
- (b) All legal or other proceedings of whatsoever nature that pertain to the Real Estate Business (*as defined hereinafter*);
- (c) All present, future and specific liabilities which shall mean and include:
 - (i) all liabilities and obligations (including any guarantees) which solely arise out of the Real Estate Business (*as defined hereinafter*);
 - (ii) all specific loans or borrowings raised, incurred and utilized solely for the Real Estate Business (*as defined hereinafter*), if any;
 - (iii) so much of the amounts of the general or multipurpose borrowings of the Demerged Company, if any, allocable to the Real Estate Business (*as defined hereinafter*) as stand in the same proportion in which the value of the assets of the Demerged Undertaking transferred under this Scheme bears to the value of the assets of the Demerged Company immediately before the Appointed Date, as prescribed under section 2(19AA) of the IT Act (*as defined hereinafter*).

Provided that, nothing in the Demerged Undertaking shall include any non-convertible debentures (“NCDs”) issued or to be issued by the Demerged Company or any liabilities relating thereto (either as an obligor, guarantor, security provider or otherwise) to India Resurgence Fund Scheme -1, India Resurgence Fund Scheme – 2 and Piramal Enterprises Limited (*hereinafter collectively referred to as the “NCD Obligations”*). It is expressly clarified that, none of the NCD Obligations pertain or relate (either in whole or in part) to the Demerged Undertaking, or have been incurred as a result of, or for the purpose of, the Demerged Undertaking.



for Panacea Biotech Ltd.

Sandeep Jaiswal

for Pindar Health Limited

Sandeep Jaiswal

For the avoidance of doubt, it is hereby clarified that the Demerged Undertaking does not include any of the liabilities and obligations forming part of the Remaining Business (*as defined hereinafter*).

Also, where there is any question as to the matter of whether any asset or liability belongs to, forms a part of, or relates, pertains or is attributable to the Demerged Undertaking, a unanimous decision of the Board of the Demerged Company on such matter prior to the Effective Date (*as defined hereinafter*) with due regard to the background and rationale of this Scheme will be determinative.

Schedule of the assets and liabilities of the Demerged Undertaking belonging to the Demerged Company as on the date of approval of this Scheme by the Board of Directors of respective Companies is set out in **Schedule-1**.

- 1.7 **“Effective Date”** means the date or last of the dates on which the certified copies of the order of Tribunal (*as defined hereinafter*), under section 232 of the Act, sanctioning this Scheme, is filed by the respective Companies with RoC (*as defined hereinafter*);

Provided that references in this Scheme to the date of “upon coming into effect of the Scheme” or “upon the Scheme becoming effective” or “effectiveness of the Scheme” shall mean Effective Date;

- 1.8 **“Governmental and Registration Authority”** means any relevant Central, State or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, quasi-judicial body, bureau or instrumentality thereof or arbitral body having jurisdiction over the Companies;

- 1.9 **“IT Act”** means the Income Tax Act, 1961 and the rules made there under and shall include any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force;

- 1.10 **“Listing Regulations”** means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and shall include any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force as applicable to the Scheme;

- 1.11 **“Radhika Heights Limited”** means Radhika Heights Limited which is a public limited company incorporated under the provisions of Companies Act, 1956 on May 24, 1995 bearing CIN U74899PB1995PLC045879 and having its registered office situated in the State of Punjab at Ground Floor, PDS Block, Ambala-Chandigarh Highway, Lalru-140501;

- 1.12 **“Real Estate Business”** means the business carried on by the Demerged Company by and through the assets, properties, investments, liabilities, loans, borrowings etc. together comprising the Demerged Undertaking;

- 1.13 **“Record Date”** means a date to be fixed by the respective Board of the Demerged Company and Resulting Company in respect of allotment/issuance of shares to the

shareholders of Demerged Company as consideration for the transfer and vesting of Demerged Undertaking into the Resulting Company, which date shall not be later than 15 days from the last of the dates on which all the e-form INC 28 filed by the respective Companies is approved by the RoC (*as defined hereinafter*).

- 1.14 **“Remaining Business”** or **“Remaining Undertaking”** means all business undertakings of the Demerged Company other than the Demerged Undertaking;
- 1.15 **“Resulting Company”** shall have a meaning as ascribed to it under Recital B(ii) of this Scheme;
- 1.16 **“RoC”** or **“Registrar of Companies”** means the Registrar of Companies for Punjab at Chandigarh;
- 1.17 **“Scheme”** means this scheme of arrangement in its present form as submitted to the Tribunal (*as defined hereinafter*) or this Scheme with such modification(s), if any, as may be directed by members and/or creditors of respective Companies or such modifications(s) as may be imposed by any Governmental and Registration Authority and accepted by Board of Companies and/or directed to be made by the Tribunal while sanctioning the Scheme;
- 1.18 **“SEBI”** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.19 **“SEBI Circulars”** means Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 read with Circular No. CFD/DIL3/CIR/2017/105 dated September 21, 2017 and CFD/DIL3/CIR/2018/2 dated January 3, 2018 each issued by SEBI, as amended, substituted or replaced from time to time;
- 1.20 **“Stock Exchanges”** means BSE Limited and National Stock Exchange of India Ltd. referred collectively; and
- 1.21 **“Tribunal”** means the Hon’ble Chandigarh Bench of National Company Law Tribunal or such other Court/Tribunal/ any other authority having jurisdiction over Companies involved in the Scheme, depending on the context and applicability.

2. INTERPRETATION

Terms and expressions which are used in this Scheme but not defined herein shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and if not defined therein then under the relevant Applicable Laws. In this Scheme, unless the context otherwise requires:

- (i) references to “persons” shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (ii) heading, sub-heading and bold typeface are only for convenience and shall not affect the construction or interpretation of this Scheme;
- (iii) the term “Clause” refers to the specified clause of this Scheme;
- (iv) references to one gender includes all genders;



For Paraceo Biotech Ltd

Sandeep Verma
 Authorized Signatory

For Ravinder Heights Limited

Ravinder

- (v) Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (vi) words denoting singular shall include the plural and vice versa;
- (vii) reference to any legislation, statute, regulation, rule, notification or any other provision of law means and includes references to such legal provisions as amended, supplemented or re-enacted from time to time, and any reference to a legal provision shall include any subordinate legislation made from time to time under such a statutory provision;
- (viii) unless otherwise defined, the reference to the word "days" shall mean calendar days; and
- (ix) references to dates and times shall be construed to be references to Indian dates and times.

3. SHARE CAPITAL OF THE COMPANIES

3.1. The share capital of the Demerged Company as at April 30, 2019 is as under:

Authorized Share Capital	Amount (in Rs.)
12,50,00,000 equity shares of Re.1/- each	12,50,00,000
11,00,00,000 preference shares of Rs. 10/- each	1,10,00,00,000
Total	1,22,50,00,000
Issued, Subscribed and paid-up capital	
6,12,50,746 equity shares of Re.1/- each	6,12,50,746
1,63,00,000 0.5% cumulative non-convertible and non-participating Redeemable Preference Shares of Rs. 10/- each	16,30,00,000
Total	22,42,50,746

3.2. The share capital of the Resulting Company as at April 30, 2019 is as under:

Authorized Share Capital	Amount (in Rs.)
10,00,000 equity shares of Re.1/- each	10,00,000
Total	10,00,000
Issued, Subscribed and paid-up capital	
1,00,000 equity shares of Re.1/- each	1,00,000
Total	1,00,000

Subsequent to April 30, 2019 and till the date of approval of this Scheme by the respective Board of the Companies on May 30, 2019, there has been no change in the position of authorized, issued subscribed and paid up share capital of any of the Companies.

For Ponasea Biotech Ltd.

Sandeep Jaiswal
 Authorised Signatory

For Ravinder Hight Limited

Ravinder Hight



- 3.3. It is expressly clarified that until this Scheme becomes effective, Companies are free to alter their authorized, issued, subscribed and paid up share capital as may be required for their respective business requirements, subject to the necessary approvals from their respective Boards and shareholders, if required.

PART-2

TRANSFER AND VESTING, LEGAL PROCEEDINGS, EMPLOYEES, CONSIDERATION, ACCOUNTING TREATMENT ETC. FOR DEMERGER OF DEMERGED UNDERTAKING OF DEMERGED COMPANY WITH AND INTO RESULTING COMPANY

4. TRANSFER AND VESTING

- 4.1. Upon this Scheme becoming effective and with effect from the Appointed Date, the Demerged Undertaking of the Demerged Company shall be transferred to and vested in the Resulting Company in the following manner:
- (a) The whole of the Demerged Undertaking of the Demerged Company as defined in Clause 1.6, shall under the provisions of Section 230 to 232 and all other applicable provisions, if any of the Act, and pursuant to the order of Hon'ble Tribunal sanctioning the Scheme and without any further act, instrument or deed, be demerged from, transferred to and vested in or be deemed to have been demerged from, transferred to and vested in the Resulting Company as a going concern as and from the Appointed Date.
 - (b) This Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the IT Act. If any terms or provisions of this Scheme are found to be interpreted or inconsistent with the said provisions at a later date including resulting from amendment of any law or for any other reason whatsoever, the provisions of the said section of the IT Act shall prevail and the Scheme shall stand modified to the extent necessary to comply with the Section 2(19AA) of the IT Act. Such modification will however not affect the remaining parts of the Scheme.

5. TRANSFER OF ASSETS

- 5.1. Upon this Scheme becoming effective and with effect from the Appointed Date, the assets of the Demerged Undertaking of the Demerged Company shall stand transferred and vested in the Resulting Company in the following manner:

- (a) In respect of such of the assets of the Demerged Undertaking as are movable in nature including investments made by the Demerged Company in the equity share capital of Radhika Heights Limited and investments of Radhika Heights Limited in its subsidiaries or otherwise capable of being transferred by physical delivery, by paying over or by endorsement and delivery, the same shall be so transferred by the Demerged Company, without requiring any deed, instrument or conveyance for the same and shall become the property of the Resulting Company as and from the Appointed Date.



For Panacea Biotech Ltd.

(Signature)

For Ravinder Heights Limited

(Signature)

- (b) In respect of the properties other than those referred to in Clause 5.1 (a), including but not limited to all immovable properties, assets and rights, whether freehold or leasehold or licensed or otherwise and all the documents of title, rights and easement in relation thereto, shall pursuant to the provisions of section 230 to 232 of the Act and pursuant to the order of the Hon'ble Tribunal sanctioning this Scheme, be transferred by the Demerged Company, without any act, deed, instrument or payment of any fee, charge or securities for the same and shall become the property of the Resulting Company as and from the Appointed Date.
- (c) Without prejudice to the generality of the foregoing, with effect from Effective Date, all permits, quotas, licenses, registrations, agreements, consents, rights and entitlements and other statutory permissions including but not limited to electricity connections, water supply connections, permits for generators and DG sets availed or granted by the Demerged Company ("**Said Rights and Interest**"), shall stand transferred to the Resulting Company as if the Said Rights and Interest were originally availed or granted by the Resulting Company, and the rights and benefits under the same shall be available to the Resulting Company. It shall be deemed that all fee(s), charge(s) etc. paid by the Demerged Company on such Said Rights and Interest shall be deemed to have been paid by the Resulting Company.

It is expressly clarified that the Resulting Company shall file all necessary applications with Governmental and Registration Authority(ies) in this regard and the concerned Governmental and Registration Authority(ies) shall make necessary amendments in their records.

- (d) It is hereby provided that all documents executed and/or filed including but not limited to documents related to charges, encumbrance or right, if any, whether or not registered with any Governmental and Registration Authority (*including RoC*) or any other obligations of the Demerged Undertaking belonging to Demerged Company, shall be deemed to have been executed and/or filed and/or registered in the name of Resulting Company, and the Resulting Company shall not be required to execute and/or perform any further act, instrument or deed in this regard separately.
- (e) It is further provided that until the names of the bank accounts of Demerged Company which are pertaining to Demerged Undertaking are replaced with that of the Resulting Company, the Resulting Company shall be entitled to operate the existing bank accounts of the Demerged Company, insofar, as may be necessary.
- (f) Resulting Company shall be entitled to the benefit of all insurance policies which have been issued in respect of Demerged Company pertaining to the Demerged Undertaking, if any, and the name of Resulting Company shall be substituted as "Insured" in the policies as if Resulting Company was initially a party thereto.



For Panacea Biotec Ltd.

Sandeep Jaiswal
Authorized Signatory

For Ravinder Hermal Limited

Ravinder Hermal

- (g) Such of the assets pertaining to the Demerged Undertaking which are acquired by Demerged Company on or after the Appointed Date but prior to the Effective Date, shall also be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in Resulting Company as a part of transfer of the Demerged Undertaking so as to become the assets of Resulting Company on and from the Appointed Date.

6. TRANSFER OF LIABILITIES

6.1. Upon this Scheme becoming effective and with effect from the Appointed Date, the liabilities of Demerged Undertaking shall be transferred / dealt with in the following manner:

- (a) all liabilities and obligations of the Demerged Company which arose out of the Demerged Undertaking, if any, and to the extent they are outstanding on the Effective Date shall, without any further act or deed be transferred to the Resulting Company and shall thereupon become the liabilities and obligations of the Resulting Company, which the Resulting Company undertakes to meet, discharge and satisfy to the exclusion of the Demerged Company.
- (b) all liabilities including loans and borrowings present, future and contingent liabilities and obligations, if any, of the Demerged Company allocable or pertaining to the Demerged Undertaking, including guarantees, if any, in respect of borrowings pertaining to or relatable to the Demerged Undertaking, shall without any further act or deed, become liabilities, loans and borrowings of the Resulting Company and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had entered into such loans and incurred such borrowings.
- (c) Upon coming into effect of this Scheme and with effect from the Effective Date, if there are any general or multipurpose borrowings in the books of account of the Demerged Company, so much of the amount of the general or multipurpose borrowings, as standing in the same proportion in which the value of the assets transferred pursuant to the Scheme bears to the total value of the assets of the Demerged Company immediately before the demerger (as specified under Section 2(19AA) of the IT Act), shall stand transferred to the Resulting Company pursuant to the Scheme.
- (d) Subject to the provisions of this clause and from the Effective Date, the Resulting Company alone shall be liable to perform all obligations in respect of the liabilities pertaining to the Demerged Undertaking, if any, as the borrower/issuer thereof and the Demerged Company shall not have any obligation in respect of such liabilities.
- (e) The provisions of this clause shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue of



for Panacea Biotech Ltd.

Sandeep Singh

for Ravinder Health Limited

Ravinder

any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

7. LEGAL PROCEEDINGS

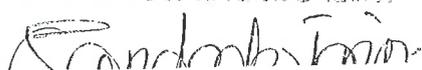
- 7.1. Upon coming into effect of this Scheme, all suits, actions and other proceedings including legal, taxation, arbitration, mediation and conciliation proceedings before any statutory or governmental authority or quasi-judicial authority or tribunal or any court or arbitral body, if any, by or against the Demerged Company pertaining to the business of Demerged Undertaking pending and/or arising on or before Effective Date shall be continued and/or be enforced by or against the Resulting Company as effectually and in the same manner and extent as if the same has been instituted and/or pending and/or arising by or against the Resulting Company.
- 7.2. It is expressly specified that the Resulting Company undertakes to have all legal, taxation or other proceedings pertaining to Demerged Undertaking initiated by or against Demerged Company referred to in Clause 7.1 above, transferred to its name and shall have the same continued, prosecuted and enforced in its name. The Resulting Company shall make relevant applications and take steps as may be required in this regard.

8. INTER COMPANY TRANSACTIONS

- 8.1. Without prejudice to any provisions of this Scheme, upon the Scheme becoming effective and with effect from Appointed Date, all inter-company transactions between Demerged Company pertaining to Demerged Undertaking and Resulting Company including but not limited to:
- (a) any loans, advances and other obligations (*including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form*), which are due or outstanding pertaining to the Demerged Undertaking or which may at any time in future become due between Demerged Company and Resulting Company; or
 - (b) any other agreement/memorandum of understanding, executed between Demerged Company pertaining to the Demerged Undertaking and the Resulting Company, other than the debt subordination agreement dated April 6, 2019 executed by and among Radhika Heights Limited, Demerged Company and others and the set-off and assignment agreement dated April 6, 2019 executed by and between the Demerged Company and Radhika Heights Limited; or
 - (c) all investments made by the Demerged Company in the equity share capital of the Resulting Company;

shall stand cancelled, extinguished and be of no effect as on Effective Date and the Demerged Company and the Resulting Company shall have no further obligation outstanding in that behalf!

For Panacea Biotech Ltd.



For Ravinder Heights Limited





9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 9.1. Subject to other provisions contained in this Scheme, all contracts, deeds, understandings, bonds, guarantees, agreements, instruments and writings and benefits of whatsoever nature pertaining to Demerged Undertaking to which Demerged Company is a party and is subsisting or having effect as on the Effective Date, shall upon coming into effect of this Scheme, shall remain in full force and effect against or in favor of the Resulting Company and may be enforced by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party thereto or beneficiary or obligee thereto or thereunder.
- 9.2. Without prejudice to the generality of the foregoing, it is clarified that upon this Scheme becoming effective and with effect from Appointed Date, all consents, agreements, permissions, all statutory or regulatory licences, contractual licenses, certificates availed by or executed in favor of Demerged Company and which are pertaining to the Demerged Undertaking or any instrument of whatsoever nature including various incentives, subsidies, schemes, special status and other benefits or privileges pertaining to Demerged Undertaking granted by any Governmental and Registration Authorities or by any other person and enjoyed or availed by the Demerged Company shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favor of the Resulting Company and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Resulting Company. Insofar as the various incentives, subsidies, schemes, special status and other benefits or privileges pertaining to the Demerged Undertaking granted by any Governmental or Registration Authorities or by any other person, or availed by the Demerged Company are concerned, the same shall vest with and be available to the Resulting Company on the same terms and conditions as applicable to the Demerged Company as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Resulting Company.
- 9.3. Upon the Scheme becoming effective, all resolutions pertaining to Demerged Undertaking of Demerged Company which are valid and subsisting as on Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Resulting Company and if any such resolutions have any upper monetary or any other limits imposed under provisions of the Act, then the said limits shall apply mutatis mutandis to such resolutions (provided such limit is higher than that of limits imposed on the Resulting Company) and shall constitute the aggregate of the said limits in Resulting Company. Further, the Resulting Company shall, in its own right, be entitled to realize all monies and complete and enforce all pending contracts and transactions in respect of the Demerged Undertaking of the Demerged Company.



10. STAFF & EMPLOYEES

For Panacea Biotech Ltd.

Ravinder Hejira

For Ravinder Hejira Limited

Ravinder Hejira

- 10.1. Upon the Scheme becoming effective, all the staff & employees, if any, of the Demerged Company, who are a part of the Demerged Undertaking (“**Employees**”), shall stand transferred to the Resulting Company, on terms and conditions which are not less favorable than those on which they were engaged by the Demerged Company (including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits) without any interruption in service as a result of transfer of the Demerged Undertaking of the Demerged Company to the Resulting Company.
- 10.2. It is expressly provided that as far as provident fund, employee state insurance plan scheme, gratuity scheme/trusts, leave encashment, superannuation scheme, compensated absences, health insurance benefits / schemes, unavailed leave scheme or any other special scheme(s) or fund(s) or trust(s), provisions for benefits created or existing, if any, for the benefit of the Employees belonging to the Demerged Company are concerned, upon coming into effect of the Scheme, the Resulting Company shall stand substituted for the Demerged Company for all purposes whatsoever, related to administration or operation of such scheme(s) or fund(s) or trust(s) to the end and intent that all rights, duties, powers and obligation(s) of the Demerged Company in relation to such scheme(s) or fund(s) or trust(s) shall become those of the Resulting Company.
- 10.3. The Resulting Company agrees that the services of all the Employees with the Demerged Company prior to the transfer, as aforesaid, shall be taken into account for the purpose of benefits to which the said Employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits and accordingly be reckoned therefore from the date of their respective appointment in the Demerged Company.
- 10.4. Demerged Company will transfer/handover to Resulting Company, copies of employment information of all such transferred employees of Demerged Undertaking, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee’s position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.
- 10.5. The contributions made’ by Demerged Company under Applicable Laws in connection with the employees of the Demerged Undertaking of Demerged Company, to the funds, for the period after the Appointed Date shall be deemed to be contributions made by Resulting Company.

11. TREATMENT OF TAXES

For Panacea Biotech Ltd.

Sandeep Jais
 Authorised Signatory

For Ravinder Heights Limited

Ravinder



- 11.1. Upon the Scheme becoming effective and with effect from the Appointed Date, all the taxes, duties, cess payable by the Demerged Company (*including under the IT Act or any other Applicable Laws*) pertaining to the Demerged Undertaking including but not limited to GST, advance taxes, TDS, refunds, claims or interest thereon, if any, shall for all purpose, be treated as GST, advance taxes, TDS, refunds, claims or interest of the Resulting Company.
- 11.2. Upon the Scheme becoming effective and with effect from the Appointed Date, the Resulting Company is expressly, permitted to revise and file returns pertaining to the Demerged Undertaking belonging to Demerged Company, including but not limited to income tax returns, TDS return, sales tax/value added tax returns, excise return, service tax returns, GST returns and other tax returns filed with the Governmental and Registration Authority.
- 11.3. All expenses incurred by the Demerged Company under Section 43B of the IT Act, in relation and pertaining to the Demerged Undertaking, shall be claimed as a deduction by the Resulting Company and the transfer of the Demerged Undertaking shall be considered as succession of business by the Resulting Company.
- 11.4. All the expenses incurred by the Demerged Company and the Resulting Company in relation to the Scheme, including stamp duty expenses, if any, shall be allowed as deduction to each of the Demerged Company and the Resulting Company in accordance with Section 35DD of the IT Act.

12. SAVING OF THE CONCLUDED TRANSACTIONS

- 12.1. All the liabilities pertaining to the Demerged Undertaking raised, used, incurred, discharged or undertaken by the Demerged Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred, discharged or undertaken for and on behalf of the Resulting Company to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and pursuant to provisions of section 232 and any other applicable provisions of the Act, shall without any further act, instrument or deed be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Resulting Company and shall become liabilities of the Resulting Company.
- 12.2. Without prejudice to anything mentioned above or anything contained in this Scheme, transfer and vesting of the Demerged Undertaking of the Demerged Company as per this Scheme shall not affect any transactions or proceedings already concluded by the Demerged Company on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds, matters and things made, done and executed by Demerged Company as acts, deeds, matters and things made, done and executed by or on behalf of Resulting Company.

13. CONSIDERATION

- 13.1. Upon coming into effect of the Scheme, and in consideration of the demerger of the Demerged Undertaking and transfer and vesting thereof with the Resulting

for Panacea Biotech Ltd.

Randeep Singh

Randeep Singh
for Panacea Biotech Ltd.

Company, the Resulting Company shall, without any further act or deed and without any further payment, issue and allot the equity shares and preference shares at par on a proportionate basis to each member of the Demerged Company whose name is recorded in the register of members of the Demerged Company as holding equity shares and preference shares on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Demerged Company in the following proportion:

- (a) *For every 1 (one) equity shares of face value of Re. 1/- each held in the Demerged Company, as on the Record Date, every equity shareholder of the Demerged Company shall without any application, act or deed, be entitled to receive 1 (One) equity share of face value of Re. 1/- each of the Resulting Company, credited as fully paid-up. The allotment of equity shares of the Resulting Company shall be in the same ratio as aforesaid to all shareholders of the Demerged Company, subject to fractional entitlements which shall be dealt with as per the procedure provided for in the Scheme; and*
- (b) *for every 100 (One Hundred) 0.5% cumulative non-convertible and non-participating preference shares of face value of Rs.10/- each held in the Demerged Company, as on the Record Date, every preference shareholder of the Demerged Company shall without any application, act or deed, be entitled to receive 1 (One) preference share of face value of Rs. 10/- each of the Resulting Company, credited as fully paid-up. The allotment of preference shares of the Resulting Company shall be in the same ratio as aforesaid to all preference shareholders of the Demerged Company, subject to fractional entitlements which shall be dealt with as per the procedure provided for in the Scheme.*

Provided that the equity shares and preference shares to be issued pursuant to the Scheme to overseas corporate bodies or any other non-residents shall be undertaken only after receipt of necessary approvals (if and as applicable) from Governmental and Registration Authorities.

The preference shares to be issued by the Resulting Company are in the nature of cumulative non-convertible non-participating redeemable preference shares. Terms and conditions for issue of preference shares by the Resulting Company are set forth in **Schedule-2** hereto.



13.2. Ms. Megha Mittal, Registered Valuer, Regn. No. IBBI/RV/05/2019/11632, has issued the report on the aforementioned share entitlement ratio. M/s SPA Capital Advisors Ltd., Category-I, Merchant Banker, has provided its fairness opinion on the aforesaid share entitlement ratio. The aforesaid share entitlement ratio and fairness opinion have been duly considered by the Board of the Demerged Company and the Resulting Company;

13.3. In case any member's holding in the Demerged Company is such that the member becomes entitled to a fraction of an equity share or a preference share of the

of Parasera Biotech Ltd.

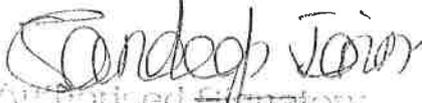
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Parasera Biotech Limited

Resulting Company in terms of Clause 13.1 above, the Resulting Company shall not issue fractional equity shares or preference shares to such member(s) but shall instead consolidate all such fractional entitlements to which such member(s) of the Demerged Company may be entitled on the issue and allotment of the equity shares and preference shares of the Resulting Company, and thereupon the Resulting Company shall issue and allot the consolidated number of equity shares and preference shares to a trustee nominated by the Demerged Company and the Resulting Company in that behalf. The trustee shall sell such shares and distribute the net sale proceeds (*after deduction of applicable taxes and other expenses incurred*) to the shareholders respectively entitled to the same in proportion to their fractional entitlements;

- 13.4. The equity shares and preference shares to be issued and allotted by the Resulting Company in terms of 'this Scheme shall be subject to the provisions of Memorandum and Articles of Association of the Resulting Company and shall rank pari-passu for dividend, voting rights and for all other benefits and in all other respects;
- 13.5. The issue and allotment of equity shares and preference shares, pursuant to Clause 13.1 above is an integral part of this Scheme. The approval of this Scheme by the members of the Resulting Company shall be deemed to be due compliance with section 42, 55, 62(1)(c) of the Act and other applicable provisions of the Act;
- 13.6. The equity shares and preference shares shall be issued in dematerialized form to the shareholders of the Demerged Company. The shareholders of the Demerged Company shall be required to provide details as required thereof by the Resulting Company for such issuance of shares in dematerialized form;
- 13.7. The Resulting Company shall apply for listing of its equity shares including those issued in terms of Clause 13.1 on Stock Exchanges immediately after receipt of the order of Tribunal as per applicable provisions of SEBI Circulars. The Resulting Company shall ensure that steps for listing of equity shares issued in terms of Clause 13.1 of this Scheme are completed and trading in such equity shares commences within sixty days of receipt of the order of the Tribunal, simultaneously on all the Stock Exchanges;
- 13.8. The equity shares allotted pursuant to the Scheme shall remain frozen in the depository system till listing/trading permission is given by the designated stock exchange;
- 13.9. There shall be no change in the equity shareholding pattern of the Resulting Company between the Record Date and the listing which may affect the status of the approval of the Stock Exchanges; and
- 13.10. The Resulting Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of the Stock Exchanges

For Managesa Biotech Ltd.


Authorized Signatory

For Ravinder Heights Limited





14. REDUCTION OF SHARE CAPITAL OF RESULTING COMPANY AND DEMERGED COMPANY

- 14.1. Simultaneous with the issue and allotment of new shares by Resulting Company to the shareholders of Demerged Company, in accordance with Clause 13 of the Scheme, in books of the Resulting Company, all the equity shares held by the Demerged Company along with its nominees in the equity share capital of the Resulting Company shall stand cancelled, extinguished and annulled, without any further act, instrument or deed. Such cancellation of share capital of the Resulting Company shall be effected as a part of the Scheme itself and not in accordance with Section 66 of the Act. The order of NCLT sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction and no separate sanction under Section 66 of the Act shall be necessary.
- 14.2. Upon the Scheme coming into effect, the issued, subscribed and paid up preference share capital of the Demerged Company shall stand reduced from the present Rs. 16,30,00,000/- divided into 1,63,00,000 0.5% cumulative non-convertible and non-participating redeemable preference shares of Rs. 10/- each fully paid-up to Rs. 16,13,70,000/- divided into 1,61,37,000 0.5% cumulative non-convertible and non-participating redeemable preference shares of Rs. 10/- each fully paid-up, on a proportionate basis and the issued, subscribed and paid up preference share capital of the Demerged Company to the extent of Rs. 16,30,000/- divided into 1,63,000 0.5% cumulative non-convertible and non-participating redeemable preference shares of Rs. 10/- each fully paid-up shall stand cancelled, extinguished and annulled, without any further act, instrument or deed. The cancellation of issued, subscribed and paid up preference share capital in the Demerged Company will lead to reduction in share capital of the Demerged Company and the same shall be effected as an integral part of the Scheme itself and no separate procedure under Section 66 of the Act shall be separately followed. Consequently, all rights of the preference shareholders in the preference shares of the Demerged Company so cancelled shall also stand abated.

15. INCREASE OF AUTHORIZED SHARE CAPITAL OF THE RESULTING COMPANY

- 15.1. Upon the Scheme becoming effective, the Authorized Share Capital of the Resulting Company shall be classified into equity share capital and preference share capital. The authorized preference share capital of the Demerged Company to the extent of Rs. 16,30,000/- will get transferred to the Resulting Company and accordingly, the authorized preference share capital of the Resulting Company shall stand increased by Rs. 16,30,000/- on the Effective Date.

- 15.2. Upon this Scheme becoming effective and before issuance of shares in terms of Clause 13 of this Scheme, the Resulting Company shall increase its authorized equity share capital and authorized preference share capital so as to be sufficient to issue equity shares and preference shares to the shareholders of the Demerged Company.



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(Signature)

For Ravinder Heights Limited

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In pursuance to Clause 15.1 and 15.2 of this Scheme, Clause V of the memorandum of association of the Resulting Company shall stand modified.

- 15.3. Pursuant to Clause 15.1 of this Scheme, the authorized preference share capital of the Demerged Company shall automatically stand reduced to Rs. 1,09,83,70,000/-, as on the Effective Date, without any further, act, deed, instrument or thing. Accordingly, Clause V of the memorandum of association of the Demerged Company shall stand modified.
- 15.4. It is hereby clarified that the Resulting Company shall pay the prescribed fee to the RoC on increase in its authorized share capital as stated in Clause 15.1 of this Scheme after claiming set off of fee already paid by the Demerged Company on its authorized share capital in terms of section 232(3)(i) of the Act read with section 233(11) and 233(12) of the Act, if required. The Resulting Company shall pay the prescribed fee to the RoC on increase in its authorized share capital as stated in Clause 15.2 of this Scheme. It is further clarified that the consent of the Board of Directors and shareholders of the Demerged Company and the Resulting Company to the Scheme shall be sufficient for purposes of effecting amendment in the memorandum of association and articles of association of the Demerged Company and Resulting Company, respectively and that no further resolution under Sections 13, 14 and 61 of the Act or any other applicable provisions of the Act would be required to be separately passed. However, the Demerged company and Resulting Company shall file relevant e-forms with the RoC and amended copy of their memorandum of association and articles of association within a period of 30 (thirty) days from the Effective Date and the RoC shall take the same on record.

16. REMAINING BUSINESS

- 16.1. The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company.
- 16.2. All legal and other proceedings whether civil, criminal or tax (*including before any statutory and governmental authority or quasi-judicial authority or tribunal*) by or against the Demerged Company under any statute, whether pending on the Effective Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Business (*including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business*) shall be continued and enforced by or against the Demerged Company, which shall keep the Resulting Company fully indemnified in that regard. The Resulting Company shall in no event be responsible or liable in relation to any such legal, tax or other proceeding against the Demerged Company, which relate to the Remaining Business.

17. ACCOUNTING TREATMENT

- 17.1. The Demerged Company and Resulting Company shall account for the Scheme in their respective books/financial statements in accordance with applicable Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting



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Ravinder Singh

For Ravinder Singh Limited

Ravinder Singh

Standards) Rules, 2015, as amended from time to time including as provided herein below:

17.2. In the books of the Demerged Company

- (a) All the assets, liabilities and reserves pertaining to the Demerged Undertaking, which cease to be the assets, liabilities and reserves of the Demerged Company, will be reduced from the books of accounts of the Demerged Company at their respective book values, as appearing immediately before the Appointed Date.
- (b) By virtue of the reduction in equity share capital specified under Clause 14, the book value of the equity shares in the Resulting Company appearing as investment in the books of the Demerged Company shall stand cancelled.
- (c) The preference share capital of the Demerged Company as on the Appointed Date shall stand cancelled and extinguished, to the extent of Rs. 16,30,000/- represented by 1,63,000 0.5% cumulative non-convertible and non-participating redeemable preference shares of Rs. 10/- each.
- (d) The difference if any, between the value of assets of the Demerged Undertaking and the aggregate of the book values of the liabilities and reserves of the Demerged Undertaking, the amount of investments cancelled under Clause 17.2 (b) above and the amount of preference share capital reduced under Clause 14.2 read with 17.2 (c) shall be transferred to the Capital Reserve Account.

17.3. In the books of the Resulting Company

- (a) The Resulting Company shall record the assets, liabilities and reserves pertaining to the Demerged Undertaking vested in it pursuant to this Scheme, at the respective book values as appearing in the books of the Demerged Company, immediately before the Appointed Date.
- (b) The Resulting Company shall credit to the Share Capital Account, in the books of accounts, the aggregate face value of the new equity and preference shares issued by it to the shareholders of the Demerged Company, pursuant to Clause 13 of this Scheme.
- (c) The difference if any, between the value of assets of the Demerged Undertaking (as recorded pursuant to (a) above) and the aggregate of the book values of the liabilities and reserves of the Demerged Undertaking, the amount credited to the share capital account pursuant to Clause 13 above, after taking into effect the amount of share capital as reduced under Clause 14.1 above shall be transferred to the Capital Reserve Account in the books of the Resulting Company.
- (d) If considered appropriate for the purpose of application of uniform accounting policies and method or for compliance with the applicable

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For Ravinder Singh Limited

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accounting standards, the Resulting Company may make suitable adjustment to the accounting treatment and adjust the effect thereof in the manner determined by the Board of the Resulting Company.

18. DIVIDEND

- 18.1. With effect from Appointed Date and up to and including Effective Date, the Demerged Company and the Resulting Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period(s) prior to Effective Date.
- 18.2. Until this Scheme becomes effective, shareholders of the Demerged Company and the Resulting Company shall continue to enjoy their existing rights under respective articles of association of such companies including their right to receive dividend.
- 18.3. It is however clarified that the aforesaid provision in respect of declaration of dividend is an enabling provision only and shall not be deemed to confer any right on any shareholder of abovementioned companies to demand or claim any dividend which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Companies and subject, wherever necessary, to the approval of the shareholders of Companies, respectively.

19. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

- 19.1. With effect from the date of approval of the Scheme by the respective Boards of the Companies and up to and including the Effective Date:

(a) The Demerged Company with respect to the Demerged Undertaking shall carry on the business with reasonable diligence and business prudence and in the same manner as the Demerged Company had been doing hitherto and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal in any of its properties/assets with respect to the Demerged Undertaking, except in case:

- i. such action is expressly provided in this Scheme; or
- ii. such action is in the ordinary course of business; or
- iii. written consent of Resulting Company has been obtained in relation to such action.

(b) The Demerged Company with respect to Demerged Undertaking shall not alter or substantially expand its Real Estate Business or undertake:

- i. any material decision in relation to Real Estate Business and affairs and operations other than that in the ordinary course of business;
- ii. any agreement or transaction (other than an agreement or transaction in the ordinary course of business); and
- iii. any new business or discontinue any existing business or change the capacity of facilities other than that in the ordinary course of



For Panacea Biotec Ltd.

Ravinder Kumar

For Ravinder Kumar

Ravinder Kumar

business, except with the written consent of Resulting Company, as the case may be.

- (c) The Demerged Company in relation to the Demerged Undertaking, shall not:
- i. except in the ordinary course of business, waive, defer or release any rights that the Demerged Company may have against any person or any obligations that a person may have towards the Demerged Company; and
 - ii. commence or settle any litigation, dispute or claim which involves any amount in excess of Rs. 5,00,000/- (Rupees Five Lakhs) or admit any liability in any litigation, dispute or claim where such liability corresponds to any amount in excess of Rs. 5,00,000/- (Rupees Five Lakhs).

The Demerged Company shall take all necessary and reasonable actions and omissions to ensure that the board of directors of Radhika Heights Limited includes Mr. Ashwani Jain, Mr. Sumit Jain, Ms. Meenu Parti, Mr. Namdeo Narayan Khamitkar, Mr. Raghava Lakshmi Narsasimhan, Mr. Shagun Jain, Mr. Ajay Chadha and Ms. Radhika Jain, unless appointment of such persons is restricted, or is not in compliance with Applicable Laws.

- (d) The Demerged Company with respect to the Demerged Undertaking shall not vary the terms and conditions of employment of any of their employees without the written consent of Resulting Company, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken by the respective Demerged Company; and
- (e) Resulting Company shall be entitled, pending the sanction of the Scheme, to apply to the Governmental and Registration Authority concerned as necessary under Applicable Law for such consents, approvals and sanctions which Resulting Company may require to carry on the business of the Demerged Undertaking and to give effect to the Scheme.
- (f) The Demerged Company shall not create any encumbrance on the Demerged Undertaking or on any of the assets of Radhika Heights Limited or the shares or assets of its subsidiaries, in any manner whatsoever except as mutually agreed otherwise between the Companies, and other than the following assets: (i) built-up area admeasuring 6,932 square feet at 7th Floor, DCM Building, 16, Barakhamba Road, New Delhi 110001 with eight car parking space (i.e. 4 in Upper Basement and 4 in Lower Basement) and 11 scooter parking spaces ("**Encumbered Asset 1**"); (ii) land admeasuring 12 Bighas and 19 Biswas (2.5 acres) along with built-up area admeasuring around 12,532 sq. ft. at ground and first floor situated in Village Jonapur, Gadaipur, Bandh Road, Tehsil Hauz Khas, New Delhi ("**Encumbered Asset 2**"); and (iii) 100% equity shares of Radhika Heights Limited ("**Encumbered Asset 3**").
- (g) All encumbrances on the Encumbered Asset 1 and the Encumbered Asset 2 shall be released on or before the Effective Date. All encumbrances on the

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Randhira Jain

For Ravinder Heights Limited

Ravinder Heights Limited



Encumbered Asset 3 shall be released on or before the Effective Date, unless the pledge over the Encumbered Asset 3 is invoked on or before the Effective Date pursuant to the terms of any agreement executed or to be executed by *inter-alia* the Demerged Company.

- (h) The Demerged Company hereby undertakes to indemnify the Resulting Company, Radhika Heights Limited and its subsidiaries in respect of any claim/proceedings/loss arising on the Resulting Company, Radhika Heights Limited and its subsidiaries by any third party which pertains to (i) Encumbered Asset 1, Encumbered Asset 2 and any other encumbrance created on the assets of the Demerged Undertaking as agreed mutually between the Demerged Company and the Resulting Company. however the Demerged Company shall not be liable to indemnify the Resulting Company, Radhika Heights Limited or its subsidiaries, in relation to Encumbered Asset 3; and (ii) the Remaining Business of the Demerged Company.
- (i) The Demerged Company hereby undertakes to implement the Scheme in compliance with the provisions of Applicable Laws and take all reasonable actions/omissions to ensure a timely implementation of the Scheme.
- (j) The Resulting Company hereby undertakes to indemnify the Demerged Company in respect of any claim/proceedings arising on the Demerged Company which pertains to the business of the Demerged Undertaking.
- 19.2. For the purpose of giving effect to the order passed under Sections 230 to 232 and other applicable provisions of the Act in respect of this Scheme by the Tribunal, Resulting Company shall, at any time pursuant to the orders approving this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the demerger of the Demerged Undertaking, in accordance with the provisions of Sections 230 to 232 of the Act.
- 19.3. Resulting Company shall always be deemed to have been authorized to execute any pleadings, applications, forms, etc., as may be required to remove any difficulties and facilitate and carry out any formalities or compliances as are necessary for the implementation of this Scheme.
- 19.4. For the purpose of giving effect to the vesting order passed by the Tribunal under Section 232 of the Act in respect of this Scheme, Resulting Company shall be entitled to exercise all rights and privileges in relation to or applicable to all immovable properties including mutation and/or substitution of the ownership or the title to or interest in the immovable properties which shall be made and duly recorded by the Governmental and Registration Authority in favour of Resulting Company, as the case may be, pursuant to the sanction of the Scheme by the Tribunal and upon the effectiveness of this Scheme in accordance with the terms hereof, without any further act or deed to be done or executed by Resulting Company. It is clarified that Resulting Company shall be entitled to engage in such correspondence and make such representations, as may be necessary, for the purposes of the aforesaid mutation and/or substitution. It is further clarified that all



For Pansosa Biotech Ltd.

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For Ravinder Heights Limited

Ravinder Jindal

the expenses, taxes, charges and costs relating to immovable properties including mutation and/or substitution of the ownership or the title to or interest in the immovable properties shall be paid by the Resulting Company.

20. PROPERTY IN TRUST

Notwithstanding anything contained in this Scheme, from the date of approval of the Scheme by the respective Boards of the Companies and up to and including the Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Demerged Undertaking are transferred, vested, recorded, effected and/ or perfected, in the records of any Governmental and Registration Authority, regulatory bodies or otherwise, in favour of Resulting Company, Resulting Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it was the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Governmental and Registration Authority and till such time as may be mutually agreed by Companies, Demerged Company will continue to hold the property and/or the asset, license, permission, approval, contract or agreement and rights and benefits arising therefrom, as the case may be, in trust for and on behalf of Resulting Company.

21. ENCUMBRANCES

21.1. Notwithstanding anything contained in this Scheme or anywhere else, on and with effect from the Effective Date, the transfer and vesting of the Demerged Undertaking under Clause 4 above shall be free from any encumbrances, except as provided in Clause 19.1 (g).

21.2. Insofar as the assets pertaining to the Demerged Undertaking or Radhika Heights Limited or any of its subsidiaries are concerned, the existing securities, mortgages, charges, encumbrances or liens, if any, over or in respect of any of the assets or any part thereof or charge over such assets relating to any loans or borrowings of taken by the Demerged Company, shall, without any further act, instrument or deed, be released and discharged from the same and shall no longer be available as security in relation to the liabilities retained in the Demerged Company upon the Scheme becoming effective. It is hereby clarified that upon the Scheme becoming effective, the creditors of the Demerged Company related to the Demerged Undertaking and/or other security holders over the properties of the Demerged Undertaking or Radhika Heights Limited or any of its subsidiaries shall not be entitled to any additional security over the properties, assets, rights, benefits and interests of the Demerged Undertaking as well as the Resulting Company. Hence, such properties, assets, rights, benefits and interests of the Demerged Company related to the Demerged Undertaking and/or that of Resulting Company, as the case may be, which are not encumbered as on the Effective Date shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Resulting Company.



For Paraceea Biotech Ltd.

Sandeep J...

For Ravinder Heights Limited

Ravinder

- 21.3. Insofar as the assets retained in the Demerged Company are concerned, the security over such assets, to the extent they relate to the liabilities transferred under Clause 5 above, shall, without any further act, instrument or deed, be released and discharged from such security. The absence of any formal amendment which may be required by a lender or a third party in order to effect such release shall not affect the operation of the foregoing sentence.
- 21.4. It is clarified that insofar assets pertaining to the Demerged Undertaking of the Demerged Company are concerned, the existing securities, mortgages, charges, encumbrances or liens, if any, over the assets or any part thereof, if any, relating to the liabilities pertaining to the Demerged Undertaking of the Demerged Company, shall, without any further act, instrument or deed, continue to relate to such assets after Effective Date in Demerged Company and shall not extend to any other assets of Resulting Company.
- 21.5. Without prejudice to the foregoing provisions, Resulting Company may execute any instruments or documents or do all such acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- 21.6. The provisions of this clause shall operate notwithstanding anything to the contrary contained in any instrument, deed, document or writing or the terms of sanction or issue or any security document; all of which instruments, deeds, documents or writings shall stand modified and/or superseded by the foregoing provisions.

PART – III

GENERAL TERMS AND CONDITIONS

22. APPLICATION TO TRIBUNAL

The Companies shall, with all reasonable dispatch, make necessary application(s)/petition(s) under Sections 230 to 232 read with Section 66 and other applicable provisions of the Act to the Tribunal for seeking sanction of this Scheme.

23. MODIFICATION OR AMENDMENT TO THE SCHEME

- 23.1. The Board of Directors of the Demerged Company and the Resulting Company in their full and absolute discretion, with the unanimous consent of the respective Boards, and as mutually agreed in writing, may:

- (a) assent to any alteration(s) or modification(s) to this Scheme which the Tribunal and/or any other Governmental and Registration Authority may deem fit to approve or impose, and/or effect any other modification or amendment jointly and mutually agreed in writing, including, without limitation, any modifications to the accounting treatment set out in the Scheme, and to do all



For Panacea Biotec Ltd.

Sandeep Jain

For Ravinder Heights Limited

Ravinder

acts, deeds and things as may be necessary, desirable or expedient for the purposes of this Scheme.

- (b) give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation hereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to any of those (to the extent permissible under law);
 - (c) modify or vary the respective parts of the Scheme prior to the Effective Date in any manner at any time;
 - (d) in case the Scheme, are found to be unworkable for any reasons whatsoever, make such consequential changes in the Scheme in such manner, as is considered appropriate or necessary;
 - (e) determine whether any asset, liability, employee, legal or other proceedings pertains to the Demerged Company and/or the Resulting Company and/or Demerged Undertaking or not, on the basis of any evidence that they may deem relevant for this purpose.
- 23.2. Further, it is clarified that the initial consent of the shareholders and creditors (*both secured and unsecured*) of the Companies to this Scheme shall in itself be deemed to be sufficient to authorize the operation of clause (above) of this Scheme and any subsequent alteration would not require a fresh note of consent from such shareholders and creditors except in cases where modification or amendment in the Scheme has an material or adverse impact on the interest of the shareholders and/or creditors.

24. CONDITIONALITY OF THE SCHEME

24.1. This Scheme is and shall be conditional upon and subject to:

- (a) The requisite consent, approval or permission from the Stock Exchanges and/or SEBI pursuant to Regulation 37 of the Listing Regulations read with SEBI Circulars and Regulation 11 and 94 of the Listing Regulations which by law or otherwise may be necessary for the implementation of this Scheme in compliance with the provisions of SEBI Circulars;
- (b) The approval of the Scheme by the respective requisite majorities in number and value of the shareholders and/or creditors (where applicable) of the Companies in accordance with Section 230 to 232 of the Act;
- (c) The Scheme being sanctioned by the Tribunal in terms of Sections 230 to 232 and other relevant provisions of the Act and the requisite orders of the Tribunal; and

For Panacea Biotech Ltd.

Sandeep Jaiswal
Authorised Signatory

For Ravinder H... ..

Ravinder H...



- (d) Certified copies of the orders of the Tribunal sanctioning this Scheme being filed by the Companies with the Registrar of Companies as per the provisions of the Act.

25. EFFECT OF NON-RECEIPT OF APPROVALS

- 25.1. In the event of any of the said sanctions and approvals referred in the Scheme not being obtained and/ or complied with and/or satisfied, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.
- 25.2. In the event of revocation of the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred inter se to Companies or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the Applicable Laws and in such case, each company shall bear its own costs unless otherwise mutually agreed.
- 25.3. The Board of Directors of the Companies shall not be entitled to withdraw this Scheme prior to the Effective Date, unless such withdrawal is unanimously approved by the Board of Directors of the respective Companies.

26. MISCELLANEOUS

In case any doubt or difference or issue arises between the Companies or any of their shareholders, creditors, employees or persons entitled to or claiming any right to any shares in any of the Companies, as to the construction of this Scheme or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled among the Board of the respective Companies, and the decision arrived at therein shall be final and binding on all concerned parties.

27. COST, CHARGES AND EXPENSES

- 27.1. Save and except as provided in the Scheme, the Demerged Company shall bear all costs and charges incurred in relation to filing of application, petition, affidavits etc. with the Hon'ble Tribunal, fees of legal counsels, consultants and professionals engaged by the Demerged Company in connection with the implementation of the Scheme and matters incidental thereto, any income tax liability in the hands of the Demerged Company pursuant to the Scheme.

- 27.2. Save and except as provided in the Scheme, the Resulting Company shall bear all costs incurred in relation to fees of legal counsels, consultants and professionals

For Panacea Biotech Ltd.

Randhvir Jain

For Ravinder Health Limited

Ravinder

engaged by the Resulting Company, stamp duty payable on the order of Hon'ble Tribunal approving the Scheme, issue of shares to the shareholders of Demerged Company, stamp duty and registration charges on mutation of immovable properties belonging to the Demerged Undertaking, fee for increasing the authorized share capital of the Resulting Company and any income tax liability arising in the hands of Resulting Company, Radhika Heights Limited and its subsidiaries in connection with the implementation of the Scheme and matters incidental thereto.



For Panacea Biotec Ltd.

Sandeep Jindal
Authorized Signatory

Pratibha Jindal

SCHEDULE-1

Schedule of assets, liabilities and reserves of the Demerged Undertaking belonging to the Demerged Company as on the date of approval of this Scheme by the Board of Directors of respective Companies

Particulars	Amount (in Rs.)
ASSETS	
Non-Current Assets	
(a) Property, Plant and Equipment	31,85,50,378
(b) Financial Assets	
(i) Investment	3,38,56,49,080
Total Non-Current Assets	3,70,41,99,458
Current assets	
(a) Financial Assets	
(i) Loans	7,62,000
Total Current Assets	7,62,000
Total Assets	3,70,49,61,458
LIABILITIES	
Non-Current Liabilities	
(a) Provisions	1,14,55,746
Total Non-Current Liabilities	1,14,55,746
Current Liabilities	
(a) Financial Liabilities	
(i) Trade payables	53,37,775
(ii) Other Current liabilities	2,137
Total Current Liabilities	53,39,912
Total Liabilities	1,67,95,658
RESERVES AND SURPLUS	
Retained Earnings	18,13,33,156
Capital Reserve	3,50,68,32,644
Total Reserves and Surplus	3,68,81,65,800

SCHEDULE-2

Terms and conditions for issue of preference shares by the Resulting Company

Particulars	Terms and conditions
Issue price	Preference shares of face value of Rs. 10/- each will be issued at par.
Nature of preference shares	Cumulative, non-convertible, non-participating and redeemable preference shares.

For Panacea Biotech Ltd.

Ramkrishna Jeyaraj

For Kavayitri Sangh Limited

[Signature]



Dividend rate	0.5% per annum on paid up value of preference shares on cumulative basis, if declared, would be payable on a pro rata basis from the date of allotment.
Payment of dividend	The preference shares will qualify for preferential payment of dividend at the rate set out above from the date of allotment up to the date of redemption.
Tenure	15 years from the date of allotment of preference shares.
Listing	The preference shares shall not be listed and/or admitted for trading on any of the Stock Exchanges.
Terms, manner and modes of redemption	Redemption of preference shares would be done at such premium of upto 9% p.a. as may be mutually agreed and approved by the Board of the Resulting Company and shall be compounded half yearly payable in accordance with Section 55 of the Act out of profits available for distribution as dividend or out of proceeds of a fresh issue of shares made for the purpose of redemption.
Redemption option	The preference shares may be redeemed at the option of the Resulting Company as well as preference shareholders before the expiry of the tenure (as aforesaid).
Voting	Preference shares shall carry voting rights as per the provisions of Section 47(2) of the Act.
Winding-up	The preference shareholders shall be entitled to receive remaining assets of the Resulting Company after distribution of all preferential payments, in preference to the equity shareholders. The distribution will be in proportion to the number of preference shares held by the preference shareholders.



For Panacea Biotec Ltd.

Sandeep Jaiswal
 Authorised Signatory

Sandeep Jaiswal
 Panacea Biotec Limited