SCHEME OF ARRANGEMENT

BETWEEN

BROOKS LABORATORIES LIMITED

("DEMERGED COMPANY")

AND

ABRIDGE SPECIALITY LIMITED

("RESULTING COMPANY")

AND THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 READ WITH SECTION 66 OF THE COMPANIES ACT, 2013 ALONG WITH APPLICABLE RULES MADE THEREUNDER





1. PREAMBLE

1.1 This Scheme of Arrangement (as defined below) is presented under Sections 230 to 232 read with Section 66 and other applicable provisions of the Companies Act, 2013 (*"Act"*), the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions of the Act, read with Section 2(35) and other applicable provisions of the Income-tax Act, 2025, (*"IT Act"*) and provides for *inter alia* the demerger of the Demerged Undertaking (as defined hereinafter) of Demerged Company (as defined hereinafter) on a going concern basis, and the transfer of the same to, and vesting thereof in, the Resulting Company (as defined hereinafter), a wholly owned subsidiary of the Demerged Company and matters consequential or integrally connected herewith.

2. OVERVIEW OF THE SCHEME

2.1 This Scheme provides for the demerger of the Demerged Undertaking of the Demerged Company into the Resulting Company (elaborated in Section I) in compliance with Section 2(35) of the Income-tax Act, 2025, such that:

a. all the property of the Demerged Undertaking, being transferred by the Demerged Company immediately before the demerger, becomes the property of the Resulting Company by virtue of the demerger;

b. all the liabilities relatable to the Demerged Undertaking, being transferred by the Demerged Company immediately before the demerger, become the liabilities of the Resulting Company by virtue of the demerger;

c. the properties and the liabilities of the Demerged Undertaking being transferred by the Demerged Company are transferred at the values appearing in its books of account immediately before the demerger,

d. the Resulting Company shall, in consideration of the demerger, issue and allot its equity shares to the shareholders of the Demerged Company on a proportionate basis, in accordance with the Share Entitlement Ratio;

e. the shareholders holding not less than three-fourths in value of the shares of the Demerged Company, other than shares excluded in terms of Section 2(35)(e) of the IT Act, shall become shareholders of the Resulting Company by virtue of the demerger;

f. the transfer of the Demerged Undertaking is on a going concern basis; and

g. the demerger is in accordance with the conditions, if any, notified by the Central Government in this behalf under the Income-tax Act, 2025.

2.2 Upon this Scheme becoming effective on the Effective Date (as defined hereinafter), and with effect from the Appointed Date (as defined hereinafter), the Demerged Undertaking shall stand transferred to and vested in the Resulting Company, and the Resulting Company shall, on the Record Date (as defined hereinafter), issue and allot equity shares to the shareholders of the Demerged Company in accordance with the Share Entitlement Ratio approved by the Board of Directors of each of the Demerged Company and the Resulting Company , pursuant to Sections 230 to 232 and other relevant provisions of the Act and in compliance with the IT Act .

2.3 The demerger of the Demerged Undertaking and its transfer to and vesting in the Resulting Company shall be effective from the Appointed Date but shall be operative from the Effective Date.

2.4 If any of the terms or provisions of the Scheme are found inconsistent with the provisions of Section 2(35) of the IT Act at a later date, including resulting from an amendment of law or for any other reason whatsoever, the provisions of Section 2(35) of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(35) of the IT Act. Such modifications however, will not affect other parts of the Scheme.

2.5 The Scheme is in accordance with the provisions of the Memorandum of Association and Articles of Association of Companies.

2.6 Simultaneously with, and as an integral part of this Scheme, immediately upon the issue and allotment of equity shares by the Resulting Company to the shareholders of the Demerged Company, the entire pre-Scheme issued and paid-up equity share capital of the Resulting Company (including the equity shares held by the Demerged Company or by the nominee shareholders) shall stand cancelled and extinguished without any further act, instrument or deed, in the manner set out in Clause 14.

2.7 Upon this Scheme becoming effective, and as an integral part thereof, the authorised share capital of the Resulting Company shall stand increased in the manner set out in Clause 15.

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2.8 Following the issue and allotment of equity shares as consideration and the listing of the equity shares of the Resulting Company, and as part of the overall arrangement contemplated under this Scheme, the AR Group (as defined hereinafter) and the RM Group (as defined hereinafter) shall undertake the transfer of equity shares of the Resulting Company as described in Section II of this Scheme, such that, upon completion of such transfer, the AR Group shall hold the entire promoter shareholding in the Resulting Company and the RM Group shall cease to hold any equity shares in the Resulting Company. Thereafter, the RM Group shall seek reclassification of its status as promoter of the Resulting Company as its holding becomes NIL in the Resulting Company, in accordance with Clause 20.8, subject to satisfaction of all conditions prescribed under Regulation 31A of the SEBI LODR Regulations and receipt of the requisite approvals of the Stock Exchanges and/or SEBI, as applicable.

2.9 Upon this Scheme becoming effective, the name of the Demerged Company and the name of the Resulting Company shall each stand changed in the manner set out in Clause 21.

3. RATIONALE OF THE SCHEME

3.1 The Demerged Company was incorporated on January 23, 2002, and has, since its establishment, been engaged in the pharmaceutical business, including the manufacturing, importing, exporting, trading and dealing in pharmaceutical products, bulk drugs, medical and chemical preparations and allied products. Over the years, the Demerged Company has developed and expanded its pharmaceutical operations, including the Manufacturing Business carried on from its facility situated at Village Kishanpura, Nalagarh Road, Baddi, Solan, Himachal Pradesh 174101. The Manufacturing Business has developed its own operational requirements, regulatory framework, asset base, personnel requirements, capital needs and growth opportunities.

3.2 In view of the evolution of the Manufacturing Business and its distinct operational, regulatory, capital and growth requirements, it is considered appropriate to segregate the Manufacturing Business from the other businesses and activities of the Demerged Company and vest the same in a separate corporate vehicle. Accordingly, the Scheme provides for the demerger of the Manufacturing Business, together with all assets, liabilities, employees, licences, approvals, contracts and other rights and obligations relating thereto, into the Resulting Company on a going concern basis. The assets, liabilities, businesses, activities and obligations not forming part of the Manufacturing Business shall remain with the Demerged Company as the Retained Business.

3.3 The proposed demerger will enable the Manufacturing Business to operate through a dedicated corporate platform with focused management and governance, while the Demerged Company will continue to carry on its Retained Business. The separation is expected to provide greater operational focus, clarity in accountability, efficient deployment of resources and flexibility to pursue the respective strategic objectives and growth opportunities of the two businesses.

3.4 The Scheme is, inter alia, intended to achieve the following objectives:

a. **Focused management and accountability**: To enable the Manufacturing Business and the residual undertaking of the Demerged Company to be managed independently, with dedicated management teams, clear accountability and greater agility in decision-making;

b. **Operational and financial clarity:** To facilitate the clear identification and allocation of the assets, liabilities, cash flows, personnel and resources attributable to the Manufacturing Business and enable their efficient management and deployment;

c. **Strategic flexibility:** To provide the Manufacturing Business with an independent corporate platform to pursue its growth strategy, capital requirements, financing arrangements, collaborations and other strategic opportunities, having regard to its operational and regulatory requirements; and

d. **Stakeholder value:** To enable the Manufacturing Business to be evaluated and managed on a standalone basis, while preserving the interests of the shareholders, creditors, employees and other stakeholders of the Demerged Company and the Resulting Company in accordance with the Scheme.

3.5 Ownership restructuring: As on the date of this Scheme, the AR Group and the RM Group hold 77,63,018 equity shares (26.35%) and 77,37,274 equity shares (26.27%), respectively, of the paid-up equity share capital of the Demerged Company. Immediately upon the allotment under Clause 13.1, each Promoter Group shall hold equity shares in the Resulting Company in the same proportion as its shareholding in the Demerged Company.

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Pursuant to the Share Transfer contemplated under Section II of the Scheme, the RM Group shall transfer its entire shareholding in the Resulting Company to the AR Group. Consequently, upon completion of the Share Transfer, the AR Group shall hold the entire promoter shareholding in the Resulting Company. The Share Transfer is proposed to be undertaken inter se between the Promoter Groups and shall not result in any dilution of the economic interest of the public shareholders in either the Demerged Company or the Resulting Company.

3.6 The proposed reorganisation is intended to facilitate focused management, appropriate governance and efficient pursuit of the respective business objectives of the Demerged Company and the Resulting Company. The Scheme is in the interest of the shareholders, creditors, employees and other stakeholders of the Demerged Company and the Resulting Company and is not expected to adversely affect the interests of any of them.

4. NO ARRANGEMENT WITH CREDITORS

4.1 No arrangement or compromise is proposed under this Scheme with the secured or unsecured creditors of the Demerged Company or the Resulting Company. The rights and interests of the creditors of the Demerged Undertaking are neither being reduced nor extinguished by this Scheme. The liabilities pertaining to the Demerged Undertaking shall stand transferred to, and be assumed and discharged by, the Resulting Company in the ordinary course of business and the Demerged Company shall continue to discharge the liabilities pertaining to the Retained Business. Based on the financial position of the Resulting Company and the Demerged Undertaking as considered by the respective Boards, the interests of the creditors of the Demerged Undertaking and of the Resulting Company are not adversely affected by this Scheme.

5. PARTS OF THE SCHEME

This Scheme is divided into the following Sections and Parts:

5.1 SECTION I: DEMERGER OF THE DEMERGED UNDERTAKING OF THE DEMERGED COMPANY AND VESTING OF THE SAME IN THE RESULTING COMPANY

Part A: Deals with the background and description of the Demerged Company and the Resulting Company, the definitions and rules of interpretation applicable to this Scheme, and particulars of the share capital of the Demerged Company and the Resulting Company.

Part B: Deals with the transfer and vesting of the Demerged Undertaking of the Demerged Company in the Resulting Company and matters consequential and incidental thereto.

Part C: Deals with the consideration for the demerger and the Share Entitlement Ratio, the reduction and reorganisation of the share capital of the Resulting Company, the increase in the authorised share capital of the Resulting Company, the accounting treatment to be followed by the Demerged Company and the Resulting Company, the treatment of the Scheme under the IT Act and other Tax Laws, and matters relating to the listing of the equity shares of the Resulting Company.

5.2 SECTION II: INTER-SE TRANSFER OF EQUITY SHARES BETWEEN THE PROMOTER GROUPS

Deals with the inter-se transfer of equity shares of the Resulting Company held by the RM Group to the AR Group, as contemplated under this Scheme and subject to the Applicable Laws, and matters consequential and incidental thereto, including the reclassification of the promoter status of the RM Group under Regulation 31A of the SEBI LODR Regulations, as applicable.

5.3 SECTION III: GENERAL TERMS AND CONDITIONS

Deals with the change in name of the Demerged Company and the Resulting Company, and the general terms and conditions applicable to this Scheme, including matters relating to the application to the Tribunal, effectiveness, conditionality, modification, withdrawal, severability, filing of returns, stamp duty, costs and other consequential and incidental matters.

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SECTION I

PART A

BACKGROUND, DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

6. BACKGROUND AND DESCRIPTION OF THE COMPANIES

6.1 Brooks Laboratories Limited ("Demerged Company") is a public company incorporated on January 23, 2002 under the Companies Act, 1956, having corporate identity number L24232HP2002PLC000267, with its registered office situated at Village Kishanpura, Nalagarh Road, Baddi, Solan, Himachal Pradesh 174101. The equity shares of the Demerged Company are listed on BSE and NSE, bearing ISIN No. INE650L01011. The Demerged Company is, inter alia, engaged in the manufacture, import, export, trading and dealing in pharmaceutical products, bulk drugs, medical and chemical preparations and allied products, and carries on, amongst others, the Manufacturing Business and the Retained Business.

6.2 Abridge Speciality Limited ("Resulting Company") is a public company incorporated on July 2, 2026 under the Act, having corporate identity number U21001HP2026PLC012813, with its registered office situated at c/o Brooks Laboratories Limited, Village Kishanpura, Nalagarh Road, Baddi, Solan, Himachal Pradesh 174101. The Resulting Company was incorporated for the purpose of, inter alia, carrying on the Manufacturing Business upon the Scheme becoming effective, and is presently a wholly owned subsidiary of the Demerged Company. The equity shares of the Resulting Company are not listed on any stock exchange as on the date of this Scheme.

6.3 The Resulting Company is a wholly owned subsidiary of the Demerged Company

6.4 The Demerged Company is presently held, at the promoter level, by two family groups: the AR Group and the RM Group, together constituting the Promoter Groups of the Demerged Company. Immediately upon the issue and allotment of equity shares by the Resulting Company pursuant to Clause 13.1, and before giving effect to the Share Transfer described in Section II, the AR Group and the RM Group shall also be the Promoter Groups of the Resulting Company, holding equity shares of the Resulting Company in the same proportion as their respective shareholding in the Demerged Company.

7. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings respectively assigned to them:

7.1 **"Act"** means the Companies Act, 2013, and the rules and regulations made thereunder, including the Compromises, Arrangements and Amalgamations Rules, including any statutory modification, re-enactment or amendment thereof for the time being in force;

7.2 **"Applicable Laws"** shall mean any statute, notification, bye-laws, rules, regulations, guidelines, common law, policy, code, directives, ordinance, schemes, notices, orders or instructions, laws enacted or issued or sanctioned by any appropriate authority in India including any modifications or re-enactment thereof for the time being in force.

7.3 **"Appointed Date"** means opening hours of October 1, 2026, or such other date as the Tribunal may direct or approve, being the date with effect from which this Scheme, and in particular the transfer and vesting of the Demerged Undertaking, shall be deemed to operate;

7.4 **"AR Group"** means Mr. Atul Ranchal, Mrs. Rajni Ranchal, Mr. Savvy Ranchal, Ms. Selina Ranchal and Davinder Kumari;

7.5 **"Board of Directors"** or "Board" in relation to the Demerged Company and/or the Resulting Company, as the context may require, means the board of directors of the relevant company, and shall include a duly authorised committee thereof constituted, or any person authorised by such board or committee, to exercise the powers conferred on the "Board of Directors" under this Scheme;

7.6 **"BSE"** means BSE Limited and includes any successor thereof.

7.7 **"CGST Act"** means the Central Goods and Services Tax Act, 2017, together with the rules framed thereunder, and shall include the corresponding State Goods and Services Tax and Integrated Goods and Services Tax legislations, as applicable;

7.8 **"Companies"** means collectively the Demerged Company and the Resulting Company

7.9 **"Demerged Company"** means Brooks Laboratories Limited, a public limited company incorporated under the laws of India, having its registered office at Village Kishanpura, Nalagarh Road, Baddi, Solan, Himachal

Pradesh 174101, bearing CIN L24232HP2002PLC000267, which name shall, upon this Scheme becoming effective, stand changed in the manner set out in Clause 21.1;

7.10 **"Demerged Undertaking"** Demerged Undertaking comprises the Manufacturing Business, together with all assets, movable and immovable properties, liabilities, employees, contracts, rights, obligations, permits, licences, registrations, approvals and other resources relating to or pertaining to the Manufacturing Business, to be transferred to the Resulting Company on a going concern basis shall include without limitation:

a. all properties and assets including all movable or immovable, freehold, leasehold or licensed, tenancy rights, hire purchase and lease arrangements, real or personal, corporeal or incorporeal or otherwise, present, future, contingent, tangible or intangible, furniture, fixtures, office equipment, appliances, accessories, vehicles, investments, stocks, sundry debtors, deposits, provisions, advances, recoverables, receivables, title, interest, cash and bank balances, bills of exchange, covenants, all earnest monies, security deposits, or other entitlements, funds, powers, authorities, licenses, permits, registrations, quotas, allotments, consents, privileges, liberties, advantages, easements and all the rights, title, interests, goodwill, benefits, fiscal incentives, entitlement and advantages, contingent rights or benefits belonging to or in the ownership, power, possession or the control of or vested in or granted in favor of or held for the benefit of or enjoyed by the Demerged Company with respect to the Manufacturing Business;

b. all contracts, agreements, purchase orders/service orders, operation and maintenance contracts, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, expression of interest, letter of intent, hire and purchase arrangements, lease/licence agreements, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder pertaining to the Manufacturing Business;

c. all investments in equity shares, securities, working capital and loans & advances in so far as it related to the Manufacturing Business, including equity investments of the Demerged Company

d. all applications (including hardware, software, licenses, source codes, para-meterisation and scripts), registrations, goodwill, licenses, trade names, service marks, copyrights, patents, domain names, designs, Intellectual Property Rights (whether owned, licensed or otherwise, and whether registered or unregistered), trade secrets, research and studies, technical knowhow, confidential information and all such rights of whatsoever description and nature that pertain exclusively to the Manufacturing Business;

e. all tax credits, refunds, reimbursements, claims, concessions, exemptions, benefits under Tax Laws including sales tax deferrals and minimum alternate tax paid, advance taxes, tax deducted at source, right to carry forward and set-off accumulated losses and unabsorbed depreciation, if any, deferred tax assets, minimum alternate tax credit, goods and service tax credit, deductions and benefits under the IT Act or any other taxation statute enjoyed by the Demerged Company with respect to Manufacturing Business;

f. all debts, liabilities including contingent liabilities, duties, taxes and obligations of the Demerged Company pertaining to the Manufacturing Business and/or arising out of and/or relatable to the Manufacturing Business including:

   - the debts, liabilities, duties and obligations of the Demerged Company which arises out of the activities or operations of the Manufacturing Business;
   - specific loans and borrowings raised, incurred and utilized solely for the activities or operations of or pertaining to the Manufacturing Business;
   - in cases other than the specifically identified borrowings, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transferred in the demerger bears to the total value of the assets of the Demerged Company immediately before the demerger;

g. all proceedings of whatsoever nature that pertain to the Manufacturing Business;

h. all permits, licenses, approvals, registrations, quotas, incentives, powers, authorities, allotments, consents, rights, benefits, advantages, municipal permissions, trademarks, designs, copyrights, patents, and other registered or unregistered and powers of every kind, nature and description whatsoever, whether from the government bodies or otherwise, pertaining to or relating to Manufacturing Business;

i. all books, records, files, papers, process information, computer programs, software licenses (whether proprietary or otherwise), drawings, manuals, data, catalogues, quotations, sales and advertising materials,

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lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to Manufacturing Business;

j. all permanent and/or temporary employees, workmen, staff, contract staff or workers of the Demerged Company engaged in the business of the Manufacturing Business;

Any question that may arise as to whether a specific asset, liability, employee, tax liability or proceeding (including any tax proceeding) pertains or does not pertain to the Demerged Undertaking or whether it arises out of the activities or operations of the Demerged Undertaking shall be decided by the Board of Directors of the Demerged Company and the Resulting Company, and such decision shall be final and binding on the Demerged Company and the Resulting Company.

Further the Board of Directors of the Demerged Company and the Resulting Company may mutually decide the modalities/commercial arrangement between the said companies with regard to utilization of resources to ensure smooth transition and functioning of the respective businesses.

7.11 **"Effective Date"** means the date on which certified copies of the order of the Tribunal sanctioning this Scheme are filed by the Demerged Company and the Resulting Company with the RoC; references in this Scheme to the Scheme "becoming effective" or "upon this Scheme becoming effective" shall mean the Effective Date;

7.12 **"Encumbrance"** means any charge (whether fixed or floating), mortgage, pledge, lien, hypothecation, security interest, deed of trust, title retention, right of pre-emption, right of first refusal or other third party right or interest, or any agreement to create any of the foregoing;

7.13 **"FEMA"** means the Foreign Exchange Management Act, 1999, together with the rules and regulations framed thereunder, including any statutory modification or re-enactment thereof;

7.14 **"Governmental Authority"** means any applicable Central, State or Local Government, statutory, regulatory, departmental or public body or authority of relevant jurisdiction, legislative body or administrative authority, agency or commission or any Court, Tribunal, board, bureau or instrumentality thereof including SEBI, Stock Exchanges, RoC, Official Liquidators, Regional Directors, Foreign Investment Promotion Board, Reserve Bank of India, Insurance Regulatory and Development Authority of India or arbitration or arbitral body having jurisdiction, Tribunal and other government and regulatory authorities of India

7.15 **"IT Act" or "Income Tax Act"** means the Income-tax Act, 2025 and the rules, regulations, circulars, notifications and orders issued thereunder including any statutory modifications, re-enactments or amendments thereof for the time being in force.

7.16 **"Intellectual Property Rights"** means and includes patents, trademarks, service marks, registered designs, data base rights, trade or business names, know-how, dossiers, marketing authorizations, copy-rights, domain name rights and any other intellectual property rights and rights of a similar and corresponding nature in any part of the world, whether registered or not and whether capable of registration or not

7.17 **"Ind AS"** means the Indian Accounting Standards notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time;

7.18 **"Manufacturing Business** means manufacturing operations carried on at the Baddi facility along with all the sales carried out of Baddi facility together with the associated exports, loan-licensing business. Contract manufacturing for P2P business along with marketing and distribution channels for foreign and domestic markets of the Demerged Company.;

7.19 **"NSE"** means National Stock Exchange of India Limited and includes any successor thereof;

7.20 **"Promoter Groups"** means the AR Group and the RM Group, collectively, being the promoters and promoter group of the Demerged Company, as disclosed in the shareholding pattern filed by the Demerged Company with the Stock Exchange(s) from time to time, and each a "Promoter Group";

7.21 **"Record Date"** means the date to be fixed by the Board of Directors of the Resulting Company, in consultation with the Board of Directors of the Demerged Company, being a date subsequent to the filing of the certified copy of the order of the Tribunal sanctioning this Scheme with the RoC, for the purpose of determining the shareholders of the Demerged Company entitled to receive equity shares of the Resulting Company pursuant to Clause 13.1;

7.22 **"Registrar of Companies" or "RoC"** means the Registrar of Companies, Himachal Pradesh, having jurisdiction over the registered offices of the Demerged Company and the Resulting Company;





7.23 **"Resulting Company"** means Abridge Speciality Limited, a public limited company incorporated under the Act, having its registered office at c/o Brooks Laboratories Limited, Village Kishanpura, Nalagarh Road, Baddi, Solan, Himachal Pradesh 174101, bearing CIN U21001HP2026PLC012813, which name shall, upon this Scheme becoming effective, stand changed in the manner set out in Clause 21.2;

7.24 **"Retained Business"** means all undertakings, investments, businesses, activities and operations of the Demerged Company other than those comprised in the Demerged Undertaking**.**

7.25 **"RM Group"** means Mr. Rajesh Mahajan, Mr. Erwin Mahajan, Mr. Aryan Mahajan Mr. Saras Gupta and Mr. Manohar Lal Mahajan;

7.26 **"Scheme"** means this Scheme of Arrangement in its present form or with any modification(s) made hereunder in this Scheme as approved or directed by the Hon'ble Tribunal and which is acceptable to the Board of Directors of the Companies;

7.27 **"SEBI"** means the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992;

7.28 **"SEBI Circular"** means the SEBI Master Circular for Schemes of Arrangement by Listed Entities issued from time to time, and any circulars, directions or clarifications issued by SEBI in connection therewith, to the extent applicable to the Demerged Company;

7.29 **"SEBI LODR Regulations"** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended;

7.30 **"Share Entitlement Ratio"** means the ratio in which equity shares of the Resulting Company shall be issued and allotted to the shareholders of the Demerged Company pursuant to Clause 13.1, as recommended by the valuation report referred to in Clause 13.2;

7.31 **"Share Transfer"** has the meaning ascribed to it in Clause 20.1;

7.32 **"Stock Exchange(s)"** means BSE and NSE, being the recognised stock exchange(s) on which the equity shares of the Demerged Company are listed;

7.33 **"Takeover Regulations"** means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended;

7.34 **"Tax Laws"** means the IT Act, the CGST Act, the Indian Stamp Act, 1899 (or the corresponding State stamp legislation), and all other applicable laws relating to direct or indirect taxation;

7.35 **"Tribunal"** means the National Company Law Tribunal, Chandigarh Bench, or such other bench having jurisdiction over the registered offices of the Demerged Company and the Resulting Company;

The expressions, which are used in this Section I of the Scheme and not defined herein shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under Section II or Section III of the Scheme, the Act, the IT Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, guidelines, circulars, notifications, orders, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

8. INTERPRETATION

8.1 In this Scheme, unless the context otherwise requires:

a. references to a statute, rule, regulation or circular include reference to any statutory modification, amendment or re-enactment thereof, and to all rules, regulations, circulars and notifications issued thereunder from time to time;

b. references to Clauses, Sections and Parts are, unless otherwise stated, references to Clauses, Sections and Parts of this Scheme;

c. headings, sub-headings, titles and sub-titles to Clauses, Sections and Parts are inserted for ease of reference only and shall not form part of the operative provisions of this Scheme and shall not affect the construction or interpretation of this Scheme;

d. words denoting the singular shall include the plural and vice versa, and words denoting any gender shall include all genders;

e. references to a "person" include any individual, company, partnership, limited liability partnership, association of persons, body of individuals, trust or other legal entity;

f. the words "include" and "including" shall be construed without limitation;

g. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words shall refer to this entire Scheme or to the specified Clauses of this Scheme, as the case may be;

h. a reference to "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form, including e-mail;

i. a reference to any agreement, contract, document or arrangement, or to any provision thereof, shall include a reference to such agreement, contract, document or arrangement as it may, after the date hereof, from time to time be amended, supplemented or novated; and

j. a reference to any provision of law, legislation or regulation shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which such provision has directly or indirectly replaced, together with all subordinate legislation (including circulars, notifications and clarifications) made from time to time thereunder, to the extent applicable to the transactions contemplated under this Scheme.

8.2 This Scheme has been drawn up to comply with the requirements of Section 2(35) of the IT Act. If any term of this Scheme is or becomes inconsistent with the provisions of Section 2(35), the provisions of Section 2(35) shall prevail, and this Scheme shall stand modified in the manner set out in Clause 2.4 above.

9. SHARE CAPITAL

9.1 The share capital of the Demerged Company as on March 31, 2026 is as follows:

Particulars	**Amount (in Rs.)**
Authorised Share Capital	
3,00,00,000 equity shares of Rs. 10 each	30,00,00,000
Total	**30,00,00,000**
Issued, Subscribed and Paid-up Share Capital	
2,94,57,248 equity shares of Rs. 10 each, fully paid up	29,45,72,480
Total	**29,45,72,480**

Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company, there has been no change in the authorized, issued, subscribed and paid-up equity share capital of the Demerged Company.

The equity shares of the Demerged Company are listed on BSE and NSE.

9.2 The main objects of the Demerged Company are as below:

a. *" To carry on the business of manufacturers, importers, exporters, trading, agency and dealer, marketing in all kinds and any types of pharmaceutical, bulk drugs, medical, chemical, industrial and other preparations and articles, healthcare systems, compounds, drugs, latex, surgical and scientific apparatus, magnetic equipments and materials, Animal & Poultry Feed Supplements.*

b. *To carry on the business of manufacturing, import, export, traders and as dealers in all kinds of medicines, pharmaceutical product, chemicals, drugs, cosmetics, scents, additives.*

c. *To take and give franchise rights regarding trading, marketing and promotion of pharmaceutical products and medicines, and to appoint, stockists, super distributors and distributors, consignee agents, C&F Agents thereof"*

9.3 The share capital of the Resulting Company as on September 30, 2026 is as follows:

Particulars	**Amount (in Rs.)**
Authorised Share Capital	
10,000 equity shares of Rs. 10 each	1,00,000
Total	**1,00,000**

Issued, Subscribed and Paid-up Share Capital	
10,000 equity shares of Rs. 10 each (Refer Note Below)	1,00,000
Total	**1,00,000**

Note: The subscribers to the Memorandum of Association of Abridge Speciality Limited have subscribed to 10,000 equity shares of Rs. 10 each. The process of formal issuance and allotment of the said shares is presently underway and shall be completed in accordance with the applicable provisions of the Companies Act, 2013.

Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Resulting Company there has been no change in the authorized, issued, subscribed and paid-up equity share capital of the Resulting Company.

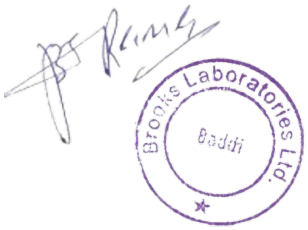
The equity shares of the Resulting Company are not listed on any Stock Exchanges.

9.4 The main objects of the Resulting Company are as below:

"*1.To carry on the business of manufacturers, importers, exporters, trading, agency and dealer, marketing in all kinds and any types of pharmaceutical, bulk drugs, medical, chemical, industrial and other preparations and articles, healthcare systems, compounds, drugs, latex, surgical and scientific apparatus, magnetic equipments and materials, Animal & Poultry Feed Supplements.*

2.To carry on the business of manufacturing, import, export, traders and as dealers in all kinds of medicines, pharmaceutical product, chemicals, drugs, cosmetics, scents, additives.

3.To take and give franchise rights regarding trading, marketing and promotion of pharmaceutical products and medicines, and to appoint, stockists, super distributors and distributors, consignee agents, C&F Agents thereof"





PART B

DEMERGER OF THE DEMERGED UNDERTAKING OF THE DEMERGED COMPANY AND VESTING OF THE SAME IN THE RESULTING COMPANY

10. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING

10.1 Subject to the provisions of this Scheme in relation to the modalities of demerger and vesting, upon this Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Demerged Undertaking, together with all its properties, assets, investments, liabilities, rights, benefits, interests and obligations therein (including all assets acquired and liabilities incurred by the Demerged Company in relation to the Demerged Undertaking on or after the Appointed Date and prior to the Effective Date), shall, pursuant to Sections 230 to 232 read with Section 66 of the Act and in accordance with Section 2(35) of the IT Act, demerge from the Demerged Company and be transferred to, and stand vested in, the Resulting Company as a going concern, and shall become the property of and an integral part of the Resulting Company, subject to existing Encumbrances in the manner set out in Clause 10.2, without any further act, instrument or deed required by either of the Demerged Company or the Resulting Company and, save as otherwise required under Applicable Law or as provided in Clause 10.5, without any approval or acknowledgement of any third party. Without prejudice to the generality of the foregoing, the Demerged Undertaking shall, upon the Scheme becoming effective and with effect from the Appointed Date, stand transferred to and vested in the Resulting Company in the manner set out in sub-clauses (a) to (n) below:

a. All immovable property pertaining to the Demerged Undertaking, whether or not recorded in the books of the Demerged Company and whether freehold or leasehold (including the right to use the land on which the Demerged Undertaking is located and any documents of title, rights and easements in relation thereto, shall stand transferred and vested in the Resulting Company, and shall become the property and an integral part of the Resulting Company, without any further act, instrument or deed required by either of the Demerged Company or the Resulting Company, and without any approval or acknowledgement of any third party. Upon the Scheme coming into effect on the Effective Date, the Resulting Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. The mutation/ substitution of the title to and interest in such immovable properties shall be made and duly recorded in the name of the Resulting Company, by the appropriate authorities pursuant to the sanction of the Scheme by the Tribunal and the Scheme becoming effective on the Effective Date in accordance with the terms hereof. The Demerged Company shall take all steps as may be necessary to ensure that lawful and peaceful possession, right, title, interest of such immovable property of the Demerged Undertaking is given to the Resulting Company in accordance with the terms hereof. All lease, licence and rent agreements relating to the Demerged Undertaking, together with the security deposits paid thereunder, shall stand transferred to the Resulting Company on the same terms and conditions, and the Resulting Company shall pay the rent and comply with the other terms thereof and shall be entitled to the refund of such security deposits.

b. All the assets of the Demerged Undertaking as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by transfer or by vesting and recordal pursuant to the Scheme, shall stand transferred and vested in the Resulting Company, and shall become the property and an integral part of the Resulting Company, without any further act, instrument or deed required by either of the Demerged Company or the Resulting Company and without any approval or acknowledgement of any third party. The transfer and vesting pursuant to this sub-Clause shall be deemed to have occurred by manual delivery or endorsement and delivery, as appropriate to the property being transferred and vested, and the title to such property shall be deemed to have transferred and vested accordingly.;

c. All other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables as of Appointed Date due to the Resulting Company from the Demerged Company as a result of the implementation of Section I of the Scheme), outstanding loans and advances, if any, relating to the Demerged Undertaking, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, without any act, instrument or deed required by either the Demerged Company or the Resulting Company and without any approval or acknowledgement of any third party become the property of the Resulting Company. No notice to the debtors or other persons concerned shall be required for such transfer; however, the Resulting Company may, at its discretion, give notice to such persons that the relevant debt, receivable, deposit or advance stands transferred to it and be paid to it. The Demerged Company shall, if so required by the Resulting Company, issue notices stating that any refund, benefit, incentive, grant or subsidy relating to the Demerged Undertaking shall be paid to or held on account of the Resulting Company.

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d. All debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, relating to the Demerged Undertaking, whether provided for or not in the books of accounts of the Demerged Company or disclosed in the balance sheet of such Demerged Undertaking, including general and multipurpose borrowings, if any, dealt with in accordance with Section 2(35) of the IT Act, shall become and be deemed to be, the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company, without any further act, instrument or deed required by either of the Demerged Company or the Resulting Company. The Resulting Company undertakes to meet, discharge and satisfy the same to the exclusion of the Demerged Company, and the Demerged Company shall not be responsible or liable in relation to such debts, liabilities, duties and obligations. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause. However, the Demerged Company and the Resulting Company shall, if required, file appropriate forms with the RoC accompanied by the sanction order of the Tribunal or a certified copy thereof and execute necessary deeds or documents in relation to creation/satisfaction/modification of charges to the satisfaction of the lenders, in relation to the assets being transferred to the Resulting Company as part of the Demerged Undertaking and/or in relation to the assets remaining in the Demerged Company after the demerger and vesting of the Demerged Undertaking in the Resulting Company pursuant to Section I of this Scheme becoming effective in accordance with the terms hereof. Where any of the loans, liabilities and obligations attributed to the Demerged Undertaking have been discharged by the Demerged Company on behalf of the Demerged Undertaking after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been done by the Demerged Company for and on behalf of the Resulting Company;

e. All incorporeal or intangible property of or in relation to the Demerged Undertaking shall stand transferred and vested in the Resulting Company and shall become the property and an integral part of the Resulting Company without any further act, instrument or deed required by either the Demerged Company or the Resulting Company and without any approval or acknowledgement of any third party.

f. All letters of intent, memoranda of understanding, memoranda of agreements, tenders, bids, experience and/or performance statements, contracts, deeds, bonds, agreements, insurance policies, guarantees and indemnities, schemes, arrangements, undertakings and other instruments of whatsoever nature or description, in relation to the Demerged Undertaking to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, shall be in full force and effect against or in favour of the Resulting Company and may be enforced by or against it as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto, without any further act, instrument or deed required by either of the Demerged Company or the Resulting Company and without any approval or acknowledgement of any third party. The past track record of the Demerged Company relating to the Demerged Undertaking, including its profitability, experience, credentials and market share, shall be deemed to be the track record of the Resulting Company for all commercial and regulatory purposes, including eligibility for existing and future bids, tenders and contracts.

g. All rights, entitlements, licenses, permits, applications and registrations relating to copyrights, trademarks, service marks, brand names, logos, patents and other Intellectual Property Rights of every kind and description, whether registered, unregistered or pending registration, including the exclusive right to use the brand name "Brooks" and its logo and other brands, and the goodwill arising therefrom, relatable to the Demerged Undertaking, to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, shall, subject to Applicable Law and any requisite recordals, filings, consents or approvals, stand transferred to and vest in the Resulting Company, without any further act, instrument or deed. Accordingly, the rights, title and interest in and to the "Brooks" brand, its logo and other Intellectual Property Rights transferred pursuant to this Scheme shall, from the Effective Date, vest exclusively with the Resulting Company, and the Demerged Company shall have no continuing right, title or interest therein, except as may be expressly agreed between the parties for a limited transition period and subject to Applicable Law. The Demerged Company and the Resulting Company may enter into such arrangements as may be necessary or appropriate to give effect to the transition of the aforesaid Intellectual Property Rights, including, where required, arrangements for the continued use by the Demerged Company of any such Intellectual Property Rights for a limited transition period, on such terms as may be mutually agreed by their respective Boards of Directors.

h. All rights, entitlements, tenancies, privileges, powers, offices and facilities of every kind and description of whatsoever nature, in relation to the Demerged Undertaking to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, shall be enforceable by or against the Resulting Company, as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto, without any further act, instrument or deed

required by either of the Demerged Company or the Resulting Company and without any approval or acknowledgement of any third party;

i. Any statutory or regulatory licenses, grants, allotments, recommendations, no-objection certificates, permissions, registrations, approvals, consents, permits, quotas, exemptions, entitlements or rights required to carry on the operations of the Demerged Undertaking or granted to the Demerged Company in relation to the Demerged Undertaking shall stand transferred to the Resulting Company to the extent permitted under Applicable Law, and the Resulting Company shall obtain such endorsements, substitutions, fresh registrations or approvals as may be required under Applicable Laws. The benefit of, and the obligations under, all such licences, approvals and rights (including environmental approvals and consents) shall also become available to the Resulting Company. The foregoing shall include all powers of attorney, pre-qualifications and certificates given by, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking, and the benefit of all applications made for any of them, which shall stand transferred to the Resulting Company as if originally given by, issued to or executed in favour of the Resulting Company.

j. The Resulting Company shall bear the burden and the benefits of any legal, tax, quasi-judicial, administrative, regulatory or other proceedings initiated by or against the Demerged Company in connection with the Demerged Undertaking. If any suit, appeal or other proceeding of whatever nature by or against the Demerged Company in connection with the Demerged Undertaking be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the demerger of such Demerged Undertaking and transfer and vesting of the same in the Resulting Company or of anything contained in Section I of this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Resulting Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company as if Section I of this Scheme had not been made effective. Upon Section I of the Scheme becoming effective, the Resulting Company undertakes to have such legal or other proceedings initiated by or against the Demerged Company in relation to the Demerged Undertaking transferred in its name and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company. The Resulting Company also undertakes to handle all legal or other proceedings which may be initiated against the Demerged Company in connection with the Demerged Undertaking after the Effective Date in its own name and account and further undertakes to pay all amounts including interest, penalties, damages etc., pursuant to such legal/ other proceedings. If any such proceeding is initiated or continued against the Demerged Company after the Effective Date, the Demerged Company shall defend the same in accordance with the advice of the Resulting Company, and the Resulting Company shall reimburse, indemnify and hold harmless the Demerged Company against all liabilities and obligations incurred in respect thereof.

k. All persons that were employed in the Demerged Company in connection with the Demerged Undertaking immediately before such date (including such employees as may be jointly identified by the Boards of the Demerged Company and the Resulting Company as necessary for the proper functioning of the Demerged Undertaking) shall become employees of the Resulting Company, with the benefit of continuity of service on the terms and conditions no less favourable than those applicable to such employees immediately prior to such transfer and vesting and without any break or interruption in service, and the past services of such employees with the Demerged Company shall be taken into account for all purposes, including retrenchment compensation, gratuity and other terminal benefits. It is clarified that such employees of the Demerged Company that become employees of the Resulting Company by virtue of this Scheme coming into effect, shall continue to be governed by the terms of employment as were applicable to them immediately before such transfer (including in relation to stock options except to the extent modified by this Scheme) and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Resulting Company, unless and otherwise so stated by the Resulting Company in writing in respect of all employees, class of employees or any particular employee. The Resulting Company undertakes to continue to abide by any agreement/ settlement, if any, entered into by the Demerged Company, in relation to the Demerged Undertaking, in respect of such employees with their respective employees/ employee unions, if any. With regard to the provident fund, gratuity fund, superannuation fund, contributions required to be made under the Employees State Insurance Act, 1948, or any other special fund or obligation created or existing for the benefit of such employees of the Demerged Company, the Resulting Company shall stand substituted for the Demerged Company for all purposes whatsoever including with regard to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident benefits, gratuity benefits and superannuation benefits, contributions made under the Employees State Insurance Act, 1948, or any other special benefits or obligation, if any, created by the Demerged

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Company for the employees of the Demerged Undertaking shall be continued by the Resulting Company for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Demerged Company in relation to such schemes or benefits shall become those of the Resulting Company. Such proportion of the investments in, and liabilities of, the provident fund, gratuity fund, superannuation fund or other funds of the Demerged Company as relate to such employees shall be transferred to similar funds created or nominated by the Resulting Company. Until the Resulting Company creates such funds, it may, subject to Applicable Law and necessary approvals, continue to contribute to the relevant funds of the Demerged Company, and where it decides not to create its own funds, the relevant benefits shall be provided in any other manner compliant with Applicable Law. The funds and benefits of the Demerged Company for its employees other than those transferred under this sub-clause shall continue with the Demerged Company, and the Resulting Company shall have no liability in respect thereof. Further, upon the Scheme coming into effect, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee by the Demerged Company in relation to the Demerged Undertaking shall be continued/ continue to operate against the relevant employee and shall be enforced effectively by the Resulting Company;

l. All taxes paid or payable by the Demerged Company in relation to the Demerged Undertaking including all carry forward tax losses comprising of unabsorbed depreciation, advance tax payments, tax deducted at source, tax liabilities or any refunds and claims (including unutilized input credits of the Demerged Undertaking) shall be treated as the carry forward tax losses comprising of unabsorbed depreciation, advance tax payments, tax deducted at source, tax liabilities or refunds/ claims (including unutilized input credits) as the case may be, of the Resulting Company. All existing and future incentives, un-availed credits and exemptions, benefit of carried forward losses and other statutory benefits, including in respect of income tax (including Minimum Alternative Tax), excise (including Modvat/ Cenvat), customs, value added tax, sales tax, service tax to which the Demerged Company is entitled in relation to the Demerged Undertaking shall be available to and shall stand transferred and vested in the Resulting Company without any further act, instrument or deed required by either the Resulting Company or the Demerged Company and without any approval or acknowledgement of any third party. Any tax deducted at source deducted by or on behalf of the Demerged Company until the Effective Date shall be deemed to have been deducted on behalf of the Resulting Company to the extent of the income attributable to the Demerged Undertaking during such period. Any surplus in the provision for taxation of the Demerged Company relating to the Demerged Undertaking as on the date immediately preceding the Appointed Date shall belong to the Resulting Company. All compliances under Tax Laws (including payment of taxes, maintenance of records and filing of returns) made by the Demerged Company in respect of the Demerged Undertaking from the Appointed Date up to the Effective Date shall be deemed to be compliances by the Resulting Company; any obligation to deduct tax at source on payments made by the Demerged Company relating to the Demerged Undertaking shall be deemed to have been complied with by the Resulting Company; and any tax deducted at source by the Demerged Company on transactions with the Resulting Company during such period shall be deemed to be advance tax paid by the Resulting Company.

m. Until the title to the immovable properties, the leases, licences and tenancy rights, and the licences, permits, registrations and approvals forming part of the Demerged Undertaking are transferred, recorded or endorsed in favour of the Resulting Company, the Resulting Company shall, subject to Applicable Law, be entitled to carry on the business of the Demerged Undertaking in the name and style of the Demerged Company under the relevant deed, lease, licence, permit or approval, and shall keep a record of such transactions. With effect from the Effective Date, the Resulting Company shall be entitled to operate the bank accounts of the Demerged Company relating exclusively to the Demerged Undertaking, in the name of the Demerged Company, for such time as may be necessary, to realise all monies, complete and enforce pending contracts and transactions, accept stock returns and issue credit notes in relation to the Demerged Undertaking. All cheques, negotiable instruments, electronic fund transfers and payment orders in the name of the Demerged Company relating to the Demerged Undertaking, received or presented after the Effective Date, shall be accepted by the bankers of the Resulting Company and credited to its account, and any legal proceedings in relation thereto shall be instituted or continued by or against the Resulting Company;

n. The Resulting Company shall be entitled to own, use, market, sell, exhaust or otherwise deal with the products, inventory and packing material of the Demerged Undertaking manufactured, branded, labelled or packed in the name of the Demerged Company prior to the Effective Date, without any modification to their branding, packing or labelling, subject to the Applicable Law, and invoices and payment documents for such products may be raised in the name of the Resulting Company after the Effective Date.

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10.2 The transfer and vesting of the Demerged Undertaking under Clause 10.1 shall be subject to the existing Encumbrances, if any, over the assets of the Demerged Undertaking, save as may be otherwise agreed with the holders of such Encumbrances, in the following manner:

a. such Encumbrances shall be confined to the assets of the Demerged Undertaking vested in the Resulting Company and shall not extend to any other assets of the Demerged Company or the Resulting Company, and any assets of the Demerged Undertaking which are not encumbered shall remain unencumbered;

b. the existing Encumbrances, if any, over the assets of the Resulting Company shall continue only over such assets and shall not be enlarged by this Scheme;

c. the assets of the Retained Business shall, without any further act, instrument or deed, stand released and discharged from any Encumbrance securing the liabilities transferred to the Resulting Company under this Scheme;

d. the assets of the Demerged Undertaking shall, without any further act, instrument or deed, stand released and discharged from any Encumbrance securing the loans, borrowings or other liabilities of the Demerged Company which are not transferred to the Resulting Company, and such Encumbrances shall continue only over the assets of the Retained Business; and

e. any reference in any security document or arrangement to which the Demerged Company is a party, to the Demerged Company and its assets relating to the Demerged Undertaking, shall be construed as a reference to the Resulting Company and the assets transferred to it under this Scheme, notwithstanding anything to the contrary contained in such document or arrangement.

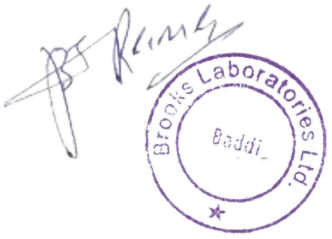
10.3 Any Encumbrance over the assets of the Demerged Undertaking released by the Demerged Company, and any Encumbrance created by the Demerged Company for the operations of the Demerged Undertaking, on or after the Appointed Date and prior to the Effective Date, shall be deemed to have been released or created for and on behalf of the Resulting Company, and no such Encumbrance shall attach to any asset of the Retained Business.

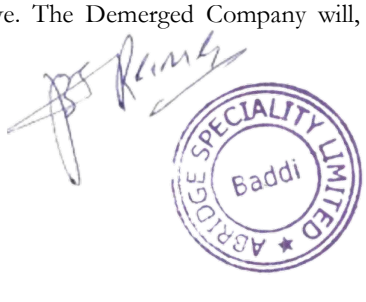
10.4 Upon this Scheme becoming effective, the borrowing limits of the Resulting Company under Section 180(1)(c) of the Act shall, without any further act or deed, stand enhanced by an amount equal to the aggregate borrowings of the Demerged Company transferred to the Resulting Company under this Scheme, such limits being in addition to the existing borrowing limits of the Resulting Company, and no separate resolution of the shareholders of the Resulting Company shall be required in this regard.

10.5 The Demerged Company and/or the Resulting Company as the case may be, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under Applicable Law or otherwise, do all such acts or things as may be necessary to transfer/novate the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Demerged Undertaking. It is hereby clarified that if the consent of any third party or Governmental Authority, if any, is required to give effect to the provisions of Clause 10.1 (including under any contract, lease, licence, security document or change-of-control provision, or under any statutory licensing regime), the said third party or Governmental Authority shall make and duly record the necessary substitution/endorsement in the name of the Resulting Company pursuant to the sanction of this Scheme by the Tribunal, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Resulting Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.

10.6 The Resulting Company shall be deemed to be authorised to execute such deeds, writings, pleadings, applications, forms and other documents and to undertake such acts, formalities and compliances as may be necessary or desirable to give effect to and implement this Scheme, including for the removal of any difficulties arising in connection with the implementation thereof.

10.7 Without prejudice to the other provisions of the Scheme and notwithstanding the vesting of the Demerged Undertaking into the Resulting Company by virtue of the Scheme, in order to ensure (i) implementation of the provisions of the Scheme; and (ii) continued vesting of the benefits, exemptions available to the Demerged Undertaking in favour of the Resulting Company, the Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under Applicable Law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement in relation to Demerged Undertaking, including any filings with the regulatory authorities in order to give formal effect to the above provisions and to carry out or perform all such formalities or compliances referred to above. The Demerged Company will, if necessary, also be a party to the above.





10.8 **Validity of existing resolutions:** Upon this Scheme becoming effective and with effect from the Appointed Date, all resolutions of the Demerged Company which are valid and subsisting on the Effective Date shall, to the extent they pertain to the Demerged Undertaking, continue to be valid and subsisting and be considered as resolutions of the Resulting Company. If any such resolution prescribes an upper monetary or other limit under the provisions of the Act, such limit shall apply mutatis mutandis to the Resulting Company and shall be aggregated with the corresponding limit, if any, approved by the Resulting Company.

10.9 **Saving of concluded transactions:** The transfer and vesting of the Demerged Undertaking and the continuance of proceedings by or against the Resulting Company under this Section I shall not affect any transaction or proceeding already concluded by the Demerged Company on or before the Appointed Date, or after the Appointed Date and up to the Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Company in relation to the Demerged Undertaking as done and executed on its own behalf.

11. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

11.1 With effect from the date of approval of this Scheme by the respective Boards and up to and including the Effective Date:

a. The Demerged Company shall be deemed to have been carrying on and shall carry on its business and activities relating to the Demerged Undertaking and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its estates, properties, rights, title, interest, authorities, contracts and investments and assets forming part of the Demerged Undertaking for and on account of and in trust for Resulting Company.

b. All the profits or income accruing or arising to Demerged Company and expenditure or losses arising or incurred or suffered by Demerged Company which form part of Demerged Undertaking, for the period commencing from the Appointed Date shall, for all purposes be treated and be deemed to be accrued as the income or profits or losses or expenditure as the case may be of Resulting Company, except for profits or income accruing to the Retained Business of Demerged Company.

c. Demerged Company undertakes that it will preserve and carry on the business of the Demerged Undertaking and hold its said assets with reasonable diligence and business prudence and shall not undertake financial commitments in respect of, or sell, transfer, alienate, charge, mortgage, or encumber, the Demerged Undertaking or any part thereof or recruit new employees or conclude settlements with union or employees without the concurrence of Resulting Company or undertake substantial expansion or change the general character or nature of the business of the Demerged Undertaking or any part thereof save and except in each case:

(i) if the same is in its ordinary course of business;

(ii) if the same is expressly permitted by this Scheme; or

(iii) if the prior consent of the Resulting Company has been obtained.

11.2 Subject to the provisions of Clause 10 hereinabove, in the event any asset, contract, document, liability or property or the rights, interest, obligations and benefits thereof or thereunder (including without limitation, shipping documents, bills of entry, foreign inward remittance certificates and bank realization certificates), which is a part of the Demerged Undertaking does not get automatically transferred to the Resulting Company, or is inadvertently retained by the Demerged Company, upon the Scheme coming into effect on the Effective Date, the Demerged Company shall take all necessary steps and execute all necessary documents, to ensure the transfer of such asset, contract, document, liability and property or the rights, interest, obligations and benefits thereof and thereunder to the Resulting Company forthwith after the Effective Date without any further consideration and shall, until such transfer, hold the same in trust for the benefit of the Resulting Company, and until the transfer of any such asset, the Resulting Company will have the right to use the same without payment of any additional consideration. It is clarified that even after the Scheme comes into effect on the Effective Date, the Demerged Company shall, with the written consent of the Resulting Company, be entitled to realize or pay all monies and to complete, enforce or discharge all pending contracts, arrangements or obligations in relation to the Demerged Undertaking in trust and at the sole cost and expense of the Resulting Company in so far as may be necessary until all rights and obligations of the Demerged Company in respect of such pending contracts, arrangements or obligations stand fully devolved to and in favour of the Resulting Company. With effect from the Effective Date, the Demerged Company shall neither be responsible for the performance of any obligation or liability, nor be entitled to any right or benefit, in relation to the

Demerged Undertaking, and all costs, expenses, liabilities and taxes in connection therewith shall be borne by the Resulting Company, which shall indemnify and hold harmless the Demerged Company against the same.

11.3 **Wrong pocket:** No part of the Retained Business shall be transferred to the Resulting Company pursuant to this Scheme. If any part of the Retained Business is inadvertently held by the Resulting Company after the Effective Date, the Resulting Company shall take such actions as may be reasonably required to transfer the same back to the Demerged Company promptly and for no consideration, and the Demerged Company shall bear all costs and expenses incurred by either company for this purpose. If the Demerged Company realises any amount after the Effective Date which forms part of the Demerged Undertaking (including receivables relating to the period prior to the Effective Date), it shall immediately pay such amount to the Resulting Company for no additional consideration, and if the Resulting Company realises any amount after the Effective Date which pertains to the Retained Business, it shall immediately pay such amount to the Demerged Company.

11.4 With effect from the Effective Date, Resulting Company shall commence and carry on and shall be authorized to carry on the Manufacturing Business which was earlier carried on by Demerged Company.

11.5 In the event of any increase in the issued, subscribed or paid up share capital of the Demerged Company or the Resulting Company, issuance of any instruments convertible into equity shares or restructuring of their respective equity share capital including by way of consolidation, share split, issue of bonus shares, or other similar action, that occurs before the issuance of equity shares of the Resulting Company, the Share Entitlement Ratio, may be appropriately adjusted to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares.

12. RETAINED BUSINESS OF THE DEMERGED COMPANY

12.1 The Retained Business and all assets, liabilities, rights and obligations relatable thereto shall continue to belong to and be vested in and be managed by the Demerged Company, and nothing in this Scheme shall be construed as transferring or vesting the Retained Business, or any part thereof, in the Resulting Company, and the Resulting Company shall have no right, claim or obligation in relation to the Retained Business.

12.2 All legal, taxation and other proceedings, whether civil or criminal (including before any statutory or quasi judicial authority or tribunal), by or against the Demerged Company under any statute, whether relating to the period prior to or after the Appointed Date, whether pending on the Appointed Date or which may be instituted in future, and whether or not in respect of any matter arising before the Effective Date, and relating to the Retained Business (including those relating to any property, right, power, liability, obligation or duty of the Demerged Company in respect of the Retained Business and any income tax related liabilities), shall be continued and enforced by or against the Demerged Company even after the Effective Date, and shall not abate, be discontinued or in any way be prejudicially affected by this Scheme.

12.3 Up to and including the Effective Date:

a. Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Retained Business of Demerged Company for and on its own behalf;

b. all profits accruing to Demerged Company or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Retained Business of Demerged Company shall, for all purposes, be treated as the profits or losses, as the case may be, of Demerged Company; and

c. all assets and properties acquired by Demerged Company in relation to the respective Retained Business of Demerged Company on and after the Appointed Date shall belong to and continue to remain vested in Demerged Company.





PART C

13. CONSIDERATION

13.1 Upon this Scheme becoming effective, and in consideration of the transfer and vesting of the Demerged Undertaking in the Resulting Company pursuant to Clause 10, the Resulting Company shall, without any further application, act or deed, issue and allot equity shares, credited as fully paid up, to every shareholder of the Demerged Company holding equity shares in the Demerged Company as on the Record Date (other than the Demerged Company itself, in respect of the equity shares of the Resulting Company held by it), in proportion to their shareholding in the Demerged Company, in accordance with the following Share Entitlement Ratio:

"For every 1 (One) equity share of Rs. *10 each fully paid up held in Brooks Laboratories Limited, 1 (One) equity share of* Rs. *10 each fully paid up shall be issued and allotted by Abridge Speciality Limited."*

13.2 The Share Entitlement Ratio has been determined and agreed upon by the respective Boards of Directors of the Demerged Company and the Resulting Company based on their independent judgment, after taking into consideration the recommendation of the Share Entitlement Ratio contained in the valuation report issued by Mr. Aman Bansal, independent registered valuer, and the fairness opinion issued by 3Dimension Capital Services Limited , SEBI registered merchant banker, as presented before the audit committee of the Board of Directors of the Demerged Company. Copies of the said valuation report and fairness opinion shall form part of the explanatory statement issued under Section 230(3) of the Act.

13.3 The equity shares to be issued and allotted pursuant to Clause 13.1 shall be subject to the memorandum and articles of association of the Resulting Company and shall rank pari passu in all respects with the existing equity shares of the Resulting Company, and shall carry the right to participate in dividends, if any, declared by the Resulting Company on and from the date of allotment.

13.4 No shares shall be allotted in respect of fractional entitlements, if any, to which shareholders of the Demerged Company may otherwise be entitled on issue of shares under Clause 13.1; the Board of Directors of the Resulting Company shall consolidate all such fractional entitlements and allot equity shares in lieu thereof to a director or officer of the Resulting Company, nominated for this purpose (the "Fractional Trustee"), who shall hold such shares in trust for and on behalf of the shareholders entitled to fractional entitlements, sell the same in the market at such price and time as the Fractional Trustee deems fit, and distribute the net sale proceeds, in proportion to their respective fractional entitlements, to the shareholders concerned within 60 days of allotment.

13.5 The equity shares to be issued and allotted by the Resulting Company pursuant to Clause 13.1 shall be issued in dematerialised form to those shareholders of the Demerged Company who hold equity shares of the Demerged Company in dematerialised form, into the account in which the equity shares of the Demerged Company are held or such other account as is intimated in writing by such shareholders to the Demerged Company and/or its registrar and share transfer agent, provided such intimation has been received by the Demerged Company and/or its registrar and share transfer agent at least 7 (seven) days before the Record Date. Shareholders of the Demerged Company who hold equity shares in physical form shall also receive the equity shares of the Resulting Company in dematerialised form, provided the details of their account with a depository participant are intimated in writing to the Demerged Company and/or its registrar and share transfer agent at least 7 (seven) days before the Record Date. If no such intimation is received from any shareholder holding equity shares of the Demerged Company in physical form at least 7 (seven) days before the Record Date, or if the details furnished by any shareholder do not permit electronic credit of the equity shares of the Resulting Company, the Resulting Company shall credit their shares in demat suspense account and such shareholders would be eligible to claim such shares in accordance with the procedure laid down under the Applicable Law.

13.6 The equity shares issued and allotted by the Resulting Company pursuant to Clause 13.1 shall, be listed and admitted to trading on the Stock Exchange(s) and shall be subject to the provisions of the memorandum and articles of association of the Resulting Company.

13.7 In the event the Demerged Company holds any equity shares of the Resulting Company as on the Record Date, whether directly or through the Nominee Shareholders, no equity shares of the Resulting Company shall be issued or allotted in respect of such holding pursuant to this Clause 13, since the entire pre-Scheme equity share capital of the Resulting Company held by the Demerged Company and the Nominee Shareholders is being cancelled and extinguished.

13.8 Upon approval of this Scheme by the shareholders of the Resulting Company under Sections 230 to 232 and other applicable provisions of the Act, it shall be deemed that the shareholders of the Resulting Company have also accorded their consent under Sections 42, 55 and 62 of the Act and/or any other applicable provisions of

the Act for the issue and allotment of equity shares of the Resulting Company to the shareholders of the Demerged Company in accordance with this Clause 13, and all actions taken in accordance with this Clause 13 shall be deemed to be in full compliance with Sections 42, 55 and 62 of the Act and other applicable provisions of the Act, and no further resolution or action under Sections 42, 55 and 62 of the Act and/or any other applicable provisions of the Act, including, inter alia, the issuance of a letter of offer by the Resulting Company, shall be required to be separately passed or undertaken.

13.9 The issuance of equity shares by the Resulting Company under this Clause 13 shall be exempt from the applicability of Chapter V of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, by virtue of the proviso to Regulation 158(4) thereof (or the corresponding provision as in force at the relevant time), or such other applicable exemption for issuance of shares pursuant to a scheme sanctioned by the Tribunal.

13.10 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of Demerged Company, the Board of Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in Demerged Company, after the effectiveness of this Scheme. The Board of the Demerged Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in Demerged Company on account of difficulties faced in the transaction period.

13.11 In the event of any increase in the issued, subscribed or paid up share capital of the Demerged Company or the Resulting Company, issuance of any instruments convertible into equity shares or restructuring of their respective equity share capital including by way of consolidation, share split, issue of bonus shares, qualified institutional placement or other similar action, as per Applicable Laws, that occurs after the date of approval of the Scheme by the respective Boards and before issuance of shares to the shareholders of the Demerged Company pursuant to Clause 13.1, the Share Entitlement Ratio will be appropriately adjusted to take into account the effect of such issuance or corporate actions and assuming conversion of any such issued instruments convertible into equity shares.

14. REDUCTION OF SHARE CAPITAL OF THE RESULTING COMPANY

14.1 Upon the Scheme coming into effect on the Effective Date and immediately after issuance of the equity shares of the Resulting Company to the equity shareholders of the Demerged Company, respectively, the 10,000 (Ten Thousand) equity shares of the Resulting Company having face value of Rs. 10 (Rupees Ten) each held by the Demerged Company comprising 100% (One Hundred per cent) of the total issued and paid-up equity share capital of the Resulting Company as on the Effective Date shall stand cancelled without any further act or deed on the part of the Resulting Company. The reduction in the share capital of the Resulting Company shall form an integral part of this Scheme and shall be effected pursuant to Section 66 of the Act, read with Sections 230 to 232 of the Act, as sanctioned by the Tribunal, without any further act or deed on the part of the Resulting Company and without any approval or acknowledgement of any third party. The order of the Tribunal sanctioning this Scheme shall also be the order of the Tribunal under Section 66 of the Act confirming such reduction. The aforesaid reduction would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 66(1)(a) of the 2013 Act, shall not be applicable. Upon such cancellation, the issued, subscribed and paid-up equity share capital of the Resulting Company shall comprise solely the equity shares issued and allotted under Clause 13.1. Notwithstanding the reduction in the equity share capital of the Resulting Company, the Resulting Company shall not be required to add "And Reduced" as suffix to its name.

14.2 It is expressly clarified that for the purposes of this clause of the Scheme, the consent of the shareholders and the creditors of the Resulting Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reorganization in the share capital of the Resulting Company resulting in a reduction in the equity share capital of the Resulting Company, and no further resolution or action under Section 66 of the Act, and/or any other applicable provisions of the Act would be required to be separately passed or taken.

14.3 The reduction of the share capital of the Resulting Company as contemplated in this Clause 14 shall become effective, in accordance with the provisions of Section 66(5) of the Act, and/ or any other applicable provisions of the Act and rules and regulations framed thereunder, pursuant to the filing of the order of the Tribunal sanctioning the aforesaid capital reduction by the Resulting Company with the RoC and upon registration by the RoC of such order of the Tribunal and of the minute approved by the Tribunal, if any, showing, with respect to the share capital of the Resulting Company as altered by the order, (a) the amount of share capital; (b) the number of shares into which it is to be divided; (c) the amount of each share; and (d) the amount, if any, deemed to be paid-up on each share at the date of registration of the aforesaid minute and order by the

RoC. Such reduction in the share capital of the Resulting Company as contemplated in this Clause shall be conditional upon this Scheme becoming effective on the Effective Date. If this Scheme is, for any reason whatsoever, not sanctioned by the Tribunal, such reduction of share capital as set out in this Clause shall not become effective and shall be deemed to be redundant.

15. INCREASE IN AUTHORISED SHARE CAPITAL OF THE RESULTING COMPANY

15.1 As an integral part of this Scheme and upon this Scheme becoming effective, the authorised share capital of the Resulting Company shall stand increased from Rs. 1,00,000/- (Rupees One Lakh only) divided into 10,000 (Ten thousand) equity shares of Rs. 10 (Rupees Ten) each to Rs. 30,01,00,000/- (Rupees Thirty crore one lakh only) divided into 3,00,10,000 (Three crore ten thousand) equity shares of Rs. 10 (Rupees Ten) each, to enable the issue and allotment of equity shares pursuant to Clause 13.1, and Clause V of the memorandum of association of the Resulting Company shall, without any further act, instrument or deed, stand substituted to read as follows:

"V. The Authorised Share Capital of the Company is Rs. 30,01,00,000/- (Rupees Thirty crore one lakh only) divided into 3,00,10,000 (Three crore ten thousand) equity shares of Rs. 10 (Rupees Ten) each."

15.2 The Resulting Company shall pay the requisite fees and stamp duty on the increase in its authorised share capital under Clause 15.1 in accordance with Applicable Laws.

15.3 It is hereby clarified that, for the purposes of this Clause 15, the consent of the shareholders of the Resulting Company to this Scheme shall be deemed to be sufficient for effecting the amendment to Clause V of its memorandum of association, and all actions taken in accordance with this Clause 15 shall be deemed to be in full compliance with Sections 13, 14, 61 and 64 of the Act and other applicable provisions of the Act, and no further resolutions or actions under Sections 13, 14, 15, 61 and 64 of the Act or any other applicable provisions of the Act shall be required to be separately passed or undertaken by the Resulting Company. The Resulting Company shall file the requisite forms with the RoC in respect of such increase in its authorised share capital.

16. ACCOUNTING TREATMENT

Upon this Scheme becoming effective, the Demerged Company and the Resulting Company shall account for the demerger of the Demerged Undertaking in their respective books of account in accordance with the applicable Indian Accounting Standards ("Ind AS"), the Companies Act, 2013, and generally accepted accounting principles in India.

17. TREATMENT UNDER THE INCOME-TAX ACT AND OTHER TAX LAWS

17.1 This Scheme has been drawn up to comply with the conditions of "demerger" as specified under Section 2(35) of the IT Act, and if any terms of this Scheme are found to be, or interpreted to be, inconsistent with the said provisions at a later date, including as a result of an amendment of law, the provisions of Section 2(35) of the IT Act shall prevail, and the Scheme shall stand modified to the extent necessary to comply with the said provisions; such modification shall not affect the other provisions of this Scheme.

17.2 Upon this Scheme becoming effective, in terms of Section 2(35) read with Section 70 of the IT Act the transfer of assets and liabilities of the Demerged Undertaking by the Demerged Company to the Resulting Company shall not be regarded as a "transfer" for the purposes of capital gains tax under the IT Act, and in terms of Section 70 of the IT Act, the allotment of equity shares by the Resulting Company to the shareholders of the Demerged Company in lieu of their shareholding in the Demerged Company shall similarly not be regarded as a "transfer" for the purposes of capital gains tax in the hands of such shareholders.

17.3 In accordance with Section 116(6) of the IT Act: (a) all accumulated loss and unabsorbed depreciation, if any, of the Demerged Company, to the extent directly relatable to the Demerged Undertaking, shall be deemed to be the loss or, as the case may be, the allowance for depreciation of the Resulting Company for the Tax year in which the demerger was effected, and the other provisions of the IT Act relating to set off and carry forward of loss and allowance for depreciation shall apply accordingly; and (b) where such accumulated loss or unabsorbed depreciation is not directly relatable to the Demerged Undertaking, it shall be apportioned between the Demerged Company and the Resulting Company in the proportion in which the assets of the undertakings have been retained by the Demerged Company and transferred to the Resulting Company, in accordance with the said Section 116(6) read with applicable rules.

17.4 The cost of acquisition of the shares issued by the Resulting Company pursuant to Clause 13.1 shall, in the hands of the shareholders of the Demerged Company, be determined in accordance with Section 73 of the IT Act , and the cost of acquisition of the shares held by such shareholders in the Demerged Company shall stand reduced in accordance with the said Section 73, and the holding period of such shares shall be reckoned in accordance with Section 2 of the IT Act

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AGRIDGE SPECIALITY LIMITED Baddi

17.5 The Resulting Company shall be entitled to claim depreciation on the written down value of the assets of the Demerged Undertaking as appearing in the books of the Demerged Company immediately prior to the demerger, in the manner and to the extent provided under Section 33 of the IT Act read with the corresponding proviso thereto, as if no demerger takes place in accordance with Section 33(5) of the IT Act, such that the aggregate depreciation allowable to them does not exceed the depreciation that would have been allowable had the demerger not taken place.

17.6 Any MAT credit available to the Demerged Company, to the extent attributable to the Demerged Undertaking, shall be dealt with and transferred to the Resulting Company to the extent permissible under Applicable Law, subject to the orders and clarifications of the relevant tax authorities, and in accordance with the principles applicable to the demerger.

17.7 All registrations, approvals, permissions, incentives, deductions and other tax benefits available to the Demerged Company under the IT Act and relatable to the Demerged Undertaking, if any, shall, to the extent permissible under law, stand transferred to and be available to the Resulting Company, without requiring any fresh application, save as may be mandatorily required under Applicable Laws.

17.8 The expenditure incurred by the Demerged Company and the Resulting Company wholly and exclusively for the purposes of the demerger under this Scheme, including stamp duty, if any, shall be allowed as a deduction to them in accordance with the provisions of the Section 52 of IT Act over a period of 5 (five) years beginning with the Tax year in which this Scheme becomes effective.

18. LISTING OF EQUITY SHARES OF THE RESULTING COMPANY

18.1 The equity shares of the Resulting Company shall be listed and admitted to trading on BSE and NSE, where the equity shares of the Demerged Company are listed and are admitted to trading, and such listing shall be subject to compliance with the requirements of SEBI, the Stock Exchanges, the Securities Contracts (Regulation) Rules, 1957 and other Applicable Laws. 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 Resulting Company to comply with the formalities and requirements of the said Stock Exchanges.

18.2 The listing of the equity shares of the Resulting Company on BSE and NSE shall be subject to and in accordance with Applicable Laws, rules, regulations, circulars and notifications, including, inter alia, the applicable provisions of the SEBI Circular, and the applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

18.3 New equity shares allotted to the shareholders of the Demerged Company in the Resulting Company pursuant to the Scheme shall remain frozen in the depositories system until listing/ trading permission is granted by the Stock Exchanges. Between the date of allotment of the equity shares of the Resulting Company to the shareholders of the Demerged Company and the date of listing of the equity shares of the Resulting Company with the BSE and NSE, except for corporate actions expressly contemplated under this Scheme (including the reduction of the existing share capital held by the Demerged Company in the Resulting Company under Clause 14) or required pursuant to Applicable Laws, there shall be no change in the shareholding pattern or control of the Resulting Company.

18.4 The equity shares of the Resulting Company, issued to a shareholder in lieu of the locked-in equity shares of the Demerged Company, shall remain locked-in for the remainder of the lock-in period applicable to such shareholder for the equity shares of the Demerged Company under Applicable Laws





SECTION II

INTER-SE TRANSFER OF EQUITY SHARES BETWEEN THE PROMOTER GROUPS

19. BACKGROUND TO THE SHARE TRANSFER

19.1 As on the date of this Scheme, the Promoter Groups hold equity shares in the Demerged Company, comprising the AR Group holding 77,63,018 equity shares, constituting 26.35% of the paid up equity share capital of the Demerged Company, and the RM Group holding 77,37,274 equity shares, constituting 26.27% of the paid up equity share capital of the Demerged Company.

19.2 Upon the equity shares of the Resulting Company being issued and allotted to the shareholders of the Demerged Company pursuant to Clause 13.1 in the Share Entitlement Ratio, and immediately upon such issue and allotment but before giving effect to the Share Transfer, the shareholding of the AR Group and the RM Group in the Resulting Company shall mirror their respective shareholding in the Demerged Company referred to in Clause 19.1.

19.3 It is the intention of the Promoter Groups that, following the listing of the equity shares of the Resulting Company, the AR Group shall hold the entire promoter shareholding in the Resulting Company, through the transfer by the RM Group of its entire shareholding in the Resulting Company to the AR Group. This Section II gives effect to such arrangement through the Share Transfer.

20. THE SHARE TRANSFER

20.1 Following completion of the issue and allotment of equity shares by the Resulting Company to the shareholders of the Demerged Company in accordance with Clause 13.1, the RM Group shall transfer its entire shareholding in the Resulting Company to the AR Group, as part of the overall arrangement contemplated under this Scheme (the "Share Transfer").

20.2 The Share Transfer shall be undertaken within a period of 1 (one) year from the date of listing of the equity shares of the Resulting Company on any of the Stock Exchange(s), by way of a single transfer, as follows:

a. the RM Group shall transfer such number of equity shares as represents its entire shareholding in the Resulting Company, being, immediately upon the issue and allotment referred to in Clause 13.1, such number of equity shares of the Resulting Company as corresponds to the RM Group's shareholding of 77,37,274 equity shares, constituting 26.27% of the paid-up equity share capital of the Demerged Company, pursuant to the Share Entitlement Ratio; and

b. simultaneously therewith, the AR Group shall acquire such equity shares of the Resulting Company from the RM Group, such that, upon completion of the Share Transfer, the AR Group shall hold the entire promoter shareholding in the Resulting Company.

20.3 No staggered transfer, put option, call option or other deferred or contingent mechanism is contemplated in relation to the Share Transfer. The Share Transfer shall be completed within the said period of 1 (one) year, in a single tranche, by such modalities and on such terms and conditions as may be mutually agreed between the AR Group and the RM Group and in accordance with Applicable Laws.

20.4 The Share Transfer shall be undertaken as an integral part of this Scheme and shall be subject to and in compliance with Applicable Law, including the applicable provisions of the regulations issued by SEBI, the Takeover Regulations, the SEBI LODR Regulations, FEMA and the rules and regulations made thereunder, and all applicable circulars, notifications, directions and guidelines issued thereunder.

20.5 The Share Transfer shall be implemented in accordance with Applicable Law and, to the extent applicable, shall avail of the exemption from the obligation to make an open offer under the Takeover Regulations in respect of an acquisition pursuant to a scheme of arrangement sanctioned by the Tribunal, including the exemption under Regulation 10(1)(d)(ii) of the Takeover Regulations, subject to satisfaction of all conditions applicable to such exemption.

20.6 The AR Group and the RM Group shall, upon the Share Transfer being undertaken, comply with the reporting requirement under Regulation 10(6) of the Takeover Regulations and all other applicable reporting and disclosure requirements under the Takeover Regulations and the SEBI LODR Regulations.

20.7 The Promoter Groups shall execute and deliver all such instruments of transfer and other documents, and do all such acts, deeds and things, as may be necessary or expedient to complete the Share Transfer within the said period of 1 (one) year.

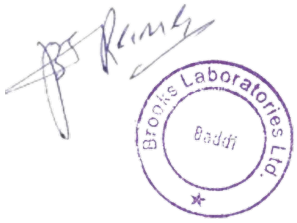
20.8 Upon completion of the Share Transfer, the RM Group, having transferred its entire shareholding in the Resulting Company to the AR Group, shall hold Nil equity shares in the Resulting Company, and the RM

Group intends, at such time, to seek reclassification of its status from that of a promoter of the Resulting Company to that of a public shareholder of the Resulting Company, in accordance with Regulation 31A of the SEBI LODR Regulations and other applicable law, subject to satisfaction of all conditions prescribed under Regulation 31A of the SEBI LODR Regulations and approval of the Stock Exchanges and/or SEBI, as applicable. It is clarified that holding Nil equity shares shall not, by itself, result in such reclassification.

20.9 The Resulting Company shall take such steps as may be necessary under Applicable Laws, including under Regulation 31A of the SEBI LODR Regulations, to process any application for the reclassification referred to in Clause 20.8, at the relevant time and upon the relevant Promoter Group making an application in that behalf, subject to satisfaction of all conditions prescribed under Regulation 31A of the SEBI LODR Regulations and receipt of approval of the Stock Exchanges and/or SEBI, as applicable.

20.10 The Share Transfer is undertaken inter se the AR Group and the RM Group, being the constituents of the Promoter Groups, and shall not affect the shareholding, rights or interests of the public shareholders of the Demerged Company or the Resulting Company, which shall, save for the issue and allotment of equity shares under Clause 13.1, remain unchanged as a consequence of the Share Transfer.

20.11 It is clarified that no new shareholder shall be introduced into the Promoter Groups of the Resulting Company as a consequence of the Share Transfer, and the AR Group shall continue to be a promoter of the Resulting Company upon completion of the Share Transfer.





SECTION III

GENERAL TERMS AND CONDITIONS

21. CHANGE IN NAME OF THE DEMERGED COMPANY AND THE RESULTING COMPANY

21.1 **Change in the Name of the Demerged Company**

a. Upon this Scheme becoming effective, the name of the Demerged Company shall, without any further act, instrument or deed, stand altered to "Xuri Lifesciences Limited" or such other name as may be approved by the Registrar of Companies, Ministry of Corporate Affairs, and the memorandum of association of the Demerged Company shall stand substituted accordingly. Such alteration in the name of the Demerged Company shall take effect as an integral part of this Scheme, and the consent of the shareholders of the Demerged Company to this Scheme shall be deemed to be sufficient for the purposes of effecting this alteration in name; no further resolution(s) under Sections 4, 13 and 114 of the Act or any other applicable provisions of the Act or the rules made thereunder shall be required to be separately passed by the Demerged Company.

b. Pursuant to this Scheme, the Demerged Company shall file all requisite forms with the RoC for such change in name, and the fresh certificate of incorporation to be issued by the RoC pursuant thereto shall be read as forming part of this Scheme. All licenses, registrations, approvals, contracts and other instruments held by, and all legal proceedings by or against, the Demerged Company shall continue in full force and effect notwithstanding such change in name and shall be construed as referring to the Demerged Company under its new name.

21.2 **Change in the Name of the Resulting Company**

a. Upon this Scheme becoming effective, the name of the Resulting Company shall, without any further act, instrument or deed, stand altered to " Brooks Laboratories Limited", and the memorandum of association of the Resulting Company shall stand substituted accordingly. Such alteration in the name of the Resulting Company shall take effect as an integral part of this Scheme, and the consent of the shareholders of the Resulting Company to this Scheme shall be deemed to be sufficient for the purposes of effecting this alteration in name; no further resolution(s) under Sections 4, 13 and 114 of the Act or any other applicable provisions of the Act or the rules made thereunder shall be required to be separately passed by the Resulting Company.

b. Pursuant to this Scheme, the Resulting Company shall file all requisite forms with the RoC for such change in name, and the fresh certificate of incorporation to be issued by the RoC pursuant thereto shall be read as forming part of this Scheme. All licenses, registrations, approvals, contracts and other instruments held by, and all legal proceedings by or against, the Resulting Company shall continue in full force and effect notwithstanding such change in name and shall be construed as referring to the Resulting Company under its new name.

22. APPLICATION TO TRIBUNAL

22.1 The Demerged Company and the Resulting Company shall, with all reasonable dispatch, make applications and petitions under Sections 230 to 232 and other applicable provisions of the Act to the Tribunal, for sanction of this Scheme, and for such other order or orders as the Tribunal may deem fit for carrying this Scheme into effect, including dispensation of, or directions in relation to, the convening and/or holding of meetings of the shareholders and/or creditors of the Demerged Company and/or the Resulting Company, as may be required.

23. EFFECTIVENESS OF THE SCHEME

23.1 This Scheme shall be deemed to be effective on and from the Effective Date but shall be operative from the Appointed Date.

23.2 Upon the sanction of this Scheme by the Tribunal and upon this Scheme becoming effective, the following shall be deemed to have occurred and shall become effective and operative only in the sequence and in the order mentioned hereunder:

a. with effect from the Appointed Date, the demerger of the Demerged Undertaking from the Demerged Company and the transfer and vesting of the same in the Resulting Company, pursuant to Section I of this Scheme and in accordance with Section 2(35) of the IT Act;

b. the increase in the authorised share capital of the Resulting Company, in accordance with Clause 15;

c. the issue and allotment of equity shares by the Resulting Company to the shareholders of the Demerged Company, in accordance with Clause 13.1;

d. immediately thereafter, the cancellation of the entire pre-Scheme issued and paid up equity share capital of the Resulting Company and the consequent reduction of its share capital, in accordance with Clause 14;

e. the change in the name of each of the Demerged Company and the Resulting Company, in accordance with Clause 21; and

f. following the listing of the equity shares of the Resulting Company on the Stock Exchange(s), the Share Transfer, in accordance with Section II of this Scheme and within the period specified therein.

24. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

24.1 Each of the Demerged Company and Resulting Company through their respective boards of directors (which shall include any committee constituted by the respective boards) may assent to any modifications/ amendments to the Scheme or to any conditions or limitations that the Tribunal and/ or any other authority may deem fit to direct or impose or which may be otherwise considered necessary, desirable or appropriate by them.

24.2 Each of the Demerged Company and Resulting Company acting through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any authority or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith

25. CONDITIONALITY OF THE SCHEME

25.1 This Scheme is conditional upon and subject to:

a. receipt of no-objection/observation letter from the Stock Exchanges in relation to this Scheme under Regulations 11, 37 and 94 of the SEBI LODR Regulations read with the SEBI Circular, and to the extent applicable, Regulations 59A and 94A of the SEBI LODR Regulations read with the SEBI Debt Circular;
b. approval of this Scheme by the requisite majority in number and value of each class of shareholders and creditors of the Parties, as applicable or as may be required under the Act, the SEBI Circular, the Applicable Law, or as may be directed by the Tribunal;
c. the Demerged Company complying with the provisions of the SEBI Circular, including seeking approval of its shareholders through e-voting;
d. sanction of the Scheme by the Tribunal under Sections 230 to 232 of the Act;
e. certified copy of the orders of the Tribunal sanctioning this Scheme being filed with the RoC; and
f. the Boards of the Demerged Company and the Resulting Company having passed a resolution confirming the effectiveness of the Scheme.

25.2 It is hereby clarified that the submission of this Scheme to the Tribunal and to the Governmental Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that the Demerged Company and/or the Resulting Company may have under or pursuant to Applicable Law.

25.3 Upon approval of this Scheme by the shareholders of the Demerged Company and the Resulting Company, such shareholders shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise, to the extent applicable, in relation to the demerger and the other matters set out in this Scheme, and to this Scheme itself.

26. EFFECT OF NON-RECEIPT OF APPROVALS

26.1 In the event any of the said approvals or sanctions referred to in Clause 25.1 above not being obtained or conditions enumerated in the Scheme not being complied with, and/or the Scheme not being sanctioned by the Tribunal, or for any other reason, the Scheme cannot be implemented, the Boards of Directors or committee empowered thereof of the Demerged Company and Resulting Company shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, the Scheme shall become null and void and shall stand revoked, cancelled and be of no effect and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

26.2 In the event of revocation under the above clause, no rights and liabilities whatsoever shall accrue to or be incurred inter se to the Demerged Company and Resulting Company or their respective shareholders or

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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.

26.3 The Board of Directors of the Demerged Company and the Resulting Company shall be entitled to withdraw this Scheme prior to the Effective Date.

27. WITHDRAWAL OF THE SCHEME

27.1 The Demerged Company and the Resulting Company, acting through their respective Board of Directors, shall be at liberty to withdraw this Scheme at any time before the Effective Date, and in such event no rights and liabilities whatsoever shall accrue to or be incurred inter se between the Demerged Company and the Resulting Company, or their respective shareholders, creditors, Promoter Groups or employees, or any other person, save and except in respect of any act or deed done prior thereto as is contemplated under this Scheme, or as to any right, liability or obligation which has accrued or crystallised in terms of this Scheme prior to such withdrawal.

28. SEVERABILITY

28.1 If any part of this Scheme (or any part of a Section thereof) is ruled invalid or illegal by the Tribunal or any other Governmental Authority, or is unenforceable under present or future laws, then it is the intention of the Demerged Company and the Resulting Company that, at their discretion, such part shall be severable from the remainder of this Scheme and the remainder of this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to the Demerged Company or the Resulting Company, in which case the Demerged Company and the Resulting Company, acting through their respective Boards of Directors, shall attempt to bring about a modification in this Scheme as will best preserve for them the benefits and obligations of this Scheme, including but not limited to such part.

29. FILING OR AMENDMENT OF RETURNS

29.1 Upon this Scheme becoming effective, the Demerged Company and the Resulting Company shall be entitled to file, revise or amend their respective financial statements, returns, statements, declarations and other documents required under any Tax Laws or IT Act or other Applicable Laws, including tax deducted/collected at source returns, and to claim refunds, credits, deductions, exemptions and set offs pursuant to the provisions of this Scheme, notwithstanding that the period for filing or revising such returns may have expired, without incurring any liability for interest, penalty or any other consequence, on account of this Scheme, and the relevant Governmental Authorities shall take the same on record without insisting on any further compliance.

30. STAMP DUTY

30.1 Upon this Scheme becoming effective, all applicable stamp duty (if any) payable on this Scheme, and in relation to the transfer and vesting of the Demerged Undertaking in, and the assets, properties and liabilities becoming the assets, properties and liabilities of, the Resulting Company, and in relation to the issue of equity shares by the Resulting Company pursuant to Clause 13.1, shall be borne by the Resulting Company and the Demerged Company, and this Scheme shall be lodged/filed by the concerned party with the appropriate authorities who shall determine the same in accordance with law.

31. COSTS, CHARGES AND EXPENSES

31.1 All costs, charges, taxes including duties, levies and all other expenses, if any, of the Demerged Company and the Resulting Company, arising out of or incurred in carrying out and implementing this Scheme, and matters incidental thereto, shall be borne by the Demerged Company and the Resulting Company respectively, each bearing its own costs, charges and expenses; provided that all costs, charges and expenses arising out of or incurred in connection with the Share Transfer under Section II of this Scheme shall be borne by the Promoter Groups in such manner as may be mutually agreed between them.

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