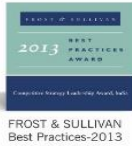




EY Entrepreneur of the year-2013



FROST & SULLIVAN 2013 Best Practices-2013



Business today/YES bank Excellence Awards-2013



**Date: 03<sup>rd</sup> December, 2021**

<b>To</b> <b>BSE Limited</b> Phiroze Jeejeebhoy Towers Dalal Street Mumbai- 400001	<b>To</b> <b>National Stock Exchange of India Limited</b> Exchange Plaza Bandra Kurla Complex Bandra (E) Mumbai-400051
<b>Security Code: 540596</b>	<b>Symbol: ERIS</b>

**SUBJECT: INTIMATION IN TERMS OF REGULATION 30**

Dear Sir / Madam,

An intimation in terms of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, is attached as 'Annexure A'.

You are requested to take the above information on record.

Thanking You,  
Yours faithfully,  
**Eris Lifesciences Limited**

**Milind Talegaonkar**  
**Company Secretary and Compliance Officer**

**DISCLOSURE IN TERMS OF REGULATION 30 OF SEBI (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015 READ WITH SEBI CIRCULAR CIR/CFD/CMD/4/2015 SEPTEMBER 09, 2015 ARE AS UNDER:**

Sr. No.	Details of events	Disclosure
1	Name(s) of parties to the shareholder agreement;	<ol style="list-style-type: none"> <li>1. M/s Eris Lifesciences Limited (“ERIS”)</li> <li>2. M/s Kinedex Healthcare Private Limited (“JV”)</li> <li>3. M/s M. J. Biopharm Private Limited (“MJ”)</li> <li>4. Mr. Amol Shah</li> </ol>
2	Purpose of entering into the agreement;	<p><b>Object:</b> Expansion of product portfolio to offer bio-therapeutic options to the patients in cardio-metabolic segment.</p> <p><b>Effects/Highlights/Reasons:</b></p> <ol style="list-style-type: none"> <li>1. The JV marks the foray of Eris into the field of Bio-pharmaceuticals.</li> <li>2. The JV shall source recombinant human insulin and insulin analogs from the Supplier and shall market and distribute them in the domestic market.</li> <li>3. The first of such products to be commercialized will be ‘Recombinant Human Insulin’ which is to be marketed in vials and cartridges.</li> <li>4. More bio-therapeutic formulations are proposed to be launched by the JV over time, upon completion of product development and commercialization by the Supplier.</li> </ol> <p>Investors can view the additional/subsequent disclosures made/to be made by the Company in this regard.</p>
3	Shareholding, if any, in the entity with whom the agreement is executed;	<p>As on date of this disclosure <b>JV</b> is already a wholly owned subsidiary of ERIS.</p> <p>After execution of shareholder agreement and further issue of shares by JV to MJ, following will be shareholding of the parties in JV:</p> <ol style="list-style-type: none"> <li>1. ERIS: 70% (1,82,504 Equity shares of Rs.10/- each issued at face value)</li> <li>2. MJ: 30% (78,200 Equity shares of Rs.10/- each issued at face value)</li> </ol>
4	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to	<p>Significant terms of the Agreement (subject to the customary exceptions and carve-outs for safeguard of interests as negotiated- between Parties):</p> <ul style="list-style-type: none"> <li>- In the JV, ERIS shall have right to appoint 3 directors out of total 5;</li> <li>- Equity structure as per point 3 to be retained;</li> </ul>

	restrict any change in capital structure etc.;	<ul style="list-style-type: none"> <li>- Lock in period to be of 10 years for transfer of shares;</li> <li>- Issue of new shares and change of Equity capital structure to be a reserved matter requiring joint consent of the Parties.</li> <li>- Other customary reserved matters.</li> <li>- Upon completion, MJ will be paid a one-time lumpsum licence fee of Indian Rupees One Hundred and Fifty Million only</li> </ul>
5	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Neither MJ nor Mr. Amol Shah (Promoter of MJ) is related to the promoter or promoter group of ERIS. The relationship of JV with Eris is a matter of record.
6	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";	The formation of Joint Venture does not constitute a related party transaction.
7	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Equity Shares will be issued by JV to MJ at face value of Rs. 10/- each.
8	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc;	No potential of conflict of interest is expected to arise from the agreement.

**Eris Lifesciences Limited**

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**Milind Talegaonkar**

**Company Secretary and Compliance Officer**