



# BETA DRUGS LIMITED

**Date: 12<sup>th</sup> November, 2024**

To,

**National Stock Exchange of India Limited,**  
“Exchange Plaza”, C-1, Block – G Bandra – Kurla Complex Bandra (East),  
Mumbai, Maharashtra, India

Dear Sir/Madam,

**Subject:** *Intimation under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulation, 2015*

In furtherance to the resolution passed by the board of directors of Beta Drugs Limited (“**Company**”) on 19<sup>th</sup> October 2024 authorizing the execution of the below mentioned agreements and pursuant to Regulation 30 and 30A read with Para 5 and 5A of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**Listing Regulations**”), we hereby inform you that the Company has executed:

- (a) a Shareholders’ Agreement dated **12<sup>th</sup> November, 2024** (“**SHA**”) with Healthquad Fund II, (a scheme under the Healthquad Trust II) (“**Investor 1**”), Inti Capital VCC – Inti Capital I (“**Investor 2**”) and with the promoters of the Company (“**Promoters**”) to record the terms and conditions governing the management of the Company and inter se rights and obligations of Investor 1, Investor 2 and Promoters in relation to the Company.
- (b) a Securities Subscription Agreement dated **12<sup>th</sup> November, 2024** (“**SSA**”) with Investor 1, Investor 2, and the Promoters to record the terms and conditions of subscription of the compulsorily convertible debentures and equity shares of the Company by Investor 1 and Investor 2.

The above Transaction is conditional inter alia upon obtaining the applicable statutory and shareholders’ approvals required under applicable laws and certain other terms and conditions as specified in the SSA. The details regarding the aforesaid items, as required under Regulation 30 and Schedule III of the Listing Regulations read with the SEBI circular no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 (“**SEBI Circular**”), are provided in the **Annexure 1** below.

You are requested to take the same on your record.

Yours faithfully,

For Beta Drugs Limited

Company Secretary

**CIN No.:** L24230HP2005PLC028969

**Admin. Office :** SCO 184, Sector-5, Panchkula-134 114 Haryana (INDIA) Phone: +91-172-2585481-482-483

**Registered Office & Works:** Vill. Nandpur, Lodhimajra Road, Tehsil. : Baddi, Distt. Solan, H.P. Phone No. : 01795-236196

**Website :-** [www.betadrugslimited.com](http://www.betadrugslimited.com)

**E-Mail :-** [info@betadrugslimited.com](mailto:info@betadrugslimited.com)

## ANNEXURE 1

### Part A

Sr. No.	Information required as per Annexure I of SEBI Circular dated July 13, 2023	Disclosure
1.	Name of the Parties with whom the agreement is entered	Healthquad Fund II, (a scheme under the Healthquad Trust II) (“Investor 1”), Inti Capital VCC – Inti Capital I (“Investor 2”), Beta Drugs Limited (“Company”), and with the promoters of the Company (“Promoters”).
2.	Purpose of entering into the Agreement	(a) The Shareholders’ Agreement dated <b>12<sup>th</sup> November, 2024</b> (“SHA”) entered into between Investor 1, Investor 2, Promoters and the Company records the terms and conditions governing the management of the Company and inter se rights and obligations of Investor 1, Investor 2 and Promoters in relation to the Company.  (b) The Securities Subscription Agreement dated <b>12<sup>th</sup> November, 2024</b> (“SSA”) with Investor 1, Investor 2, and the Promoters to record the terms and conditions governing the subscription of the compulsorily convertible debentures and equity shares of the Company by Investor 1 and Investor 2.
3.	Shareholding, if any, in the entity with whom the agreement is executed.	No shareholding in such entities.
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 restrict any change in capital structure etc.	The details of the special rights is set out in <b>Part B</b> of the <b>Annexure 1</b> .
5.	Purpose of entering into the agreement;	The SHA has been executed to record the terms and conditions governing the management of the Company and the inter se rights and obligations of Investor 1, Investor 2 and Existing Promoters in relation to the Company in accordance with the terms thereof.  The SSA has been executed to record the terms and conditions of subscription of the compulsorily convertible debentures and equity shares of the Company by Investor 1 and Investor 2.

6.	Extent and nature of impact on management or control of the listed entity	No impact on the management and control of the listed entity. The management and control of the entity is being retained by the Promoters.
7.	Details and quantification of the restrictions or liability imposed upon the listed entity;	Investor 1 and Investor 2 have standard and customary remedies in the event of breach of the SSA.
8.	Whether the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship;	No.
9.	Whether the transaction would fall within related party transactions. If yes, whether the same is done at arm's length.	The transaction is not a related party transaction.
10.	In case of issuance of securities to the parties, details of issue price, class of securities issued	<p><b><u>Equity Shares:</u></b> Face Value – INR 10/- Premium – INR 1643.40/-</p> <p><b><u>Compulsorily Convertible Debentures:</u></b> Face Value – INR 1653.40/- Premium – Nil.</p>
11.	Any other disclosures related to such agreement, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.;	The nominee director will be appointed once the transaction is consummated, and therefore, the details of the nominee are not available with the Company.

## Part B

#	Special Rights	Details
1.	<b>Board and quorum rights.</b>	<p><u>Board and committee composition.</u></p> <p>Investor 1 - right to appoint 1 (one) director (“<b>Investor Director</b>”) until such time that Investor 1 holds 2.5% of the shareholding. Below 2.5% Investor 1 to have an observer Investor 2 also entitled to appoint an observer.</p> <p><u>Quorum right</u></p> <p>The presence of the Investor Director would be required to constitute quorum for a meeting of the Board, provided that Investor 1 shall be required to confirm (in writing) its presence or absence at such Board meeting at least 12 (twelve) hours prior to the meeting of the Board, failing which it will be considered to be a waiver of the Investor Director’s presence to form Board Quorum.</p>
2.	<b>Reserved matter</b>	<p>Investors have been provided with limited consent rights for Reserved Matter which pertain to identified customary, non-operational and strategic issues in relation to the Company.</p> <p>Abovementioned rights to be linked to the individual shareholding threshold of 1.25% for each Investor, subject to the Investors collectively holding 3%.</p>
3.	<b>Pre-emptive rights</b>	<p>The Investors will have the pre-emptive rights to subscribe to the equity securities of the Company for any proposed issuance to any third-party pro-rata to their shareholding.</p>
4.	<b>Information Rights</b>	<p>Certain customary information rights in relation to providing to the Investors published financial statements subject to compliance with SEBI PIT Regulations</p>