29th August, 2017

The Company Secretary,
Panacea Biotec Limited
New Delhi.

Reg.: Intimation regarding the understanding among Promoters

We, the undersigned, being the Promoters of Panacea Biotec Limited (the Company) have entered into a Memorandum of Acknowledgement of Oral Family Settlement ("Memorandum") with regard to the overall control and management of the Company and its subsidiaries which, inter alia, include the following:

1. Presently, the Company has two businesses, viz., pharmaceuticals & biologicals and real estate (through the Company's Wholly-owned subsidiary, Radhika Heights Limited) which are significantly distinct and different in nature.

2. In order to increase efficiencies in management, control and administration of the affairs of the Company and its subsidiaries and also to create and enhance stakeholders' value, we have decided that the real estate business should be managed by Shri Ravinder Jain and the remaining business, viz. pharmaceutical formulations and vaccines business will continue to be managed by Shri Soshil Kumar Jain, Shri Rajesh Jain and Shri Sandeep Jain. The Promoters' shareholding in the aforesaid businesses will also be aligned in line with the aforesaid understanding through inter-se transfer among promoters and promoters group.

3. In order to achieve the aforesaid and also to enable the Company to focus on its core business and to raise necessary resources for the respective businesses independently, the real estate business may be demerged into Radhika Heights Ltd. as a separate listed company, subject to the requisite approvals including approval from the Banks/lending institutions and compliance with the applicable laws.

The relevant details to be submitted to stock exchanges in terms of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 are given in the enclosed Annexure.

This is for your information and necessary action please.

Thanking you,
With best regards,

(SOSHIL KUMAR JAIN) (RAVINDER JAIN) (RAJESH JAIN) (SANDEEP JAIN)
Encl.: As above

Annexure

Details in terms of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Sr. No.	Particulars	Description
1.	Name(s) of parties with whom the agreement is entered	Memorandum of Acknowledgement of Oral Family Settlement ("Memorandum") has been entered into among the promoters, Mr. Soshil Kumar Jain, Mr. Ravinder Jain, Dr. Rajesh Jain, Mr. Sandeep Jain and their HUFs forming part of the promoters group of Panacea Biotec Limited ("PBL").
2.	Purpose of entering into the agreement	• To focus on core business segments of pharmaceuticals & biological and to increase efficiencies in management, control & administration of PBL and its subsidiaries; and • To create & enhance stakeholders' value by demerging real estate business of PBL into a separate company to be listed at BSE & NSE.
3.	Shareholding, if any, in the entity with whom the agreement is executed	N.A.
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.	1. Parties to the Memorandum have, inter-alia, agreed that: a) Subject to the applicable approvals including from the Board of Directors, Banks/lending institutions, SEBI, NSE, BSE, shareholders, creditors and the National Company Law Tribunal (NCLT); PBL's wholly-owned subsidiary, viz. Radhika Heights Limited ("RHL") will be demerged from PBL through a Scheme of Arrangement; b) Pursuant to the Scheme of Arrangement, the existing shares held by PBL in RHL will be cancelled and RHL will issue new shares to all the shareholders of PBL (promoters as well as public) in the same proportion and the new equity shares issued by RHL will be listed on BSE and NSE; c) Subsequent to the Scheme of Arrangement taking into

Satish Kumar Jain Ravinder Jain Rajesh Jain

Sandeep Jain

<table>
<tr>
<td></td>
<td></td>
<td>effect pursuant to the order of NCLT:
• While the aggregate shareholding of promoters group in PBL shall remain the same, there will be inter-se transfer among the promoters and promoters group;
• RHL shall be controlled and managed by Mr. Ravinder Jain. PBL shall continue to be controlled and managed by the remaining 3 promoters, viz. Mr. Soshil Kumar Jain, Dr. Rajesh Jain and Mr. Sandeep Jain.
2. Post inter-se transfer of shares among promoters group, the shareholding pattern would be as under:
PBL :
<table>
<tr><th>Category of Shareholders</th><th>Pre</th><th>Post</th></tr>
<tr><td>Promoter and Promoter Group</td><td>74.60%</td><td>74.60%</td></tr>
<tr><td>Public</td><td>25.40%</td><td>25.40%</td></tr>
</table>
RHL:
<table>
<tr><th>Category of Shareholders</th><th>Pre</th><th>Post</th></tr>
<tr><td>PBL</td><td>100%</td><td>Nil</td></tr>
<tr><td>Promoter and Promoter Group</td><td>Nil</td><td>74.60%</td></tr>
<tr><td>Public</td><td>Nil</td><td>25.40%</td></tr>
</table>
</td>
</tr>
<tr>
<td>5.</td>
<td>Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship</td>
<td>Parties to the Memorandum are the Promoters and their family members forming part of the Promoter Group of PBL.</td>
</tr>
<tr>
<td>6.</td>
<td>Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arms length”;</td>
<td>N.A.</td>
</tr>
</table>

Sushil Kumar Jain Ravinder Jain. Rajesh Jain

Sandeep Jain

7.	In case of issuance of shares to the parties, details of issue price, class of shares issued	As per the proposal, no shares will be issued by PBL to the promoters and/or other shareholders. Further, pursuant to the Scheme of Arrangement as may be approved by the respective Board of Directors of PBL and RHL and other approving authorities, RHL will issue: • new equity shares to all the equity shareholders of PBL in the same proportion; and • cumulative non-convertible and non-participating redeemable preference Shares to the Preference Shareholders of PBL.
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.	N.A.
9.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchanges: a) name of parties to the agreement; b) nature of the agreement; c) date of execution of the agreement; d) details of amendment and impact thereof or reasons of termination and impact thereof.	N.A.

Ravinder Jain
Rajeev Jain
Sandeep Jain