

**ALKEM LABORATORIES LTD.**

Regd. Office : ALKEM HOUSE, Senapati Bapat Marg,
Lower Parel (West), Mumbai - 400 013, Maharashtra, India.

• Phone: +91-22-3982 9999 • Fax: 022-2495 2955
• Email: contact@alkem.com • Website: www.alkemlabs.com
• CIN: L00305MH1973PLC174201

11th August, 2023

To,

The Corporate Relationship Department BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai 400 001. <i>Scrip Code: 539523</i>	National Stock Exchange of India Limited Exchange Plaza, Bandra Kurla Complex, Bandra East , Mumbai 400 051. <i>Scrip Symbol: ALKEM</i>
---	---

Dear Sirs,

Sub: Disclosure under Regulation 30 of Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended (“SEBI Listing Regulations”).

Pursuant to Regulation 30 of the SEBI Listing Regulations and in furtherance to our earlier intimation dated 23rd December, 2022, we hereby wish to inform you about the liability created on the Company pursuant to the Shareholders’ Agreement dated 23rd December, 2022 entered into by the Company with Enzene Biosciences Limited, a subsidiary of the Company (“Enzene”), Eight Roads Ventures India Healthcare IV, L.P. (“Eight Roads Ventures”) and F-Prime Capital Partners Life Sciences Fund VI LP (“F-Prime Capital”) in connection with an acquisition of a minority stake by Eight Roads Ventures and F-Prime Capital in Enzene.

In this regard, the necessary disclosures/ information required to be submitted pursuant to Regulation 30 of SEBI Listing Regulations read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 is enclosed as Annexure I. A copy of this disclosure will be made available on the Company’s website in accordance with Regulation 30(8) of the SEBI Listing Regulations.

Kindly take the same on record.

Sincerely,
For **Alkem Laboratories Limited**

Manish Narang
President – Legal, Company Secretary & Compliance Officer

Encl: a/a



ALKEM LABORATORIES LTD.

Regd. Office : ALKEM HOUSE, Senapati Bapat Marg,

Lower Parel (West), Mumbai - 400 013, Maharashtra, India.

• Phone: +91-22-3982 9999 • Fax: 022-2495 2955

• Email: contact@alkem.com • Website: www.alkemlabs.com

• CIN: L00305MH1973PLC174201

Annexure I

Sr. No.	Particulars	Remarks
a.	If the listed entity is a party to the agreement: (i) details of the counterparties (including name and relationship with the listed entity);	1. Enzene Biosciences Limited, a Subsidiary of the Company (“Enzene”); 2. Eight Roads Ventures India Healthcare IV, L.P (“Eight Roads Ventures”); 3. F-Prime Capital Partners Life Sciences Fund VI LP (“F-Prime Capital”), 4. Alkem Laboratories Limited (“Company”)
b.	If listed entity is not a party to the agreement: (i) name of the party entering into such an agreement and the relationship with the listed entity; (ii) details of the counterparties to the agreement (including name and relationship with the listed entity); (iii) date of entering into the agreement.	NA
c.	Purpose of entering into the agreement;	The Company has entered into a Securities Subscription Agreement and Shareholders’ Agreement dated 23 rd December, 2022 with Enzene, Eight Roads Ventures and F-Prime Capital in connection with an acquisition of a minority stake by Eight Roads Ventures and F-Prime Capital in Enzene.
d.	Shareholding, if any, in the entity with whom the agreement is executed;	The Company holds 99.76% shareholding in Enzene as on date.
e.	Significant terms of the agreement (in brief);	Eight Roads Ventures and F-Prime Capital have infused Rs. 1,614.8 million towards subscription of 4,108,973 Compulsorily Convertible Preference Shares (‘CCPS’) and 20 Equity Shares of Enzene. The transaction involved the investment of Rs. 1,614.8 million and issuance and allotment of CCPS and equity shares having a face value of Rs. 10/- each, by Enzene to Eight Roads Ventures and F-Prime Capital in lieu of such investment.
f.	Extent and the nature of impact on management or control of the listed entity;	NA
g.	Details and quantification of the restriction or liability imposed upon the listed entity;	As per the Shareholders Agreement dated 23 rd December 2022, upon occurrence of the event of default, Eight Roads Ventures and F-Prime Capital may require the Company, to purchase all the shares held by Eight Roads Ventures and F-Prime Capital



ALKEM LABORATORIES LTD.

Regd. Office : ALKEM HOUSE, Senapati Bapat Marg,

Lower Parel (West), Mumbai - 400 013, Maharashtra, India.

• Phone: +91-22-3982 9999 • Fax: 022-2495 2955

• Email: contact@alkem.com • Website: www.alkemlabs.com

• CIN: L00305MH1973PLC174201

		in Enzene at certain prices agreed under the arrangement. As of 31 st March 2023, the CCPS has been recognized as a financial liability, fair value of which is Rs. 1,660.1 million. CCPS is convertible into equity shares at any time but not later than nineteen years, at the option of the Eight Roads Ventures and F-Prime Capital and is convertible compulsorily and automatically at the agreed conversion date, which is linked to meeting one of the agreed conditions.
h.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	One of the contracting party to the agreement i.e. Enzene, is a subsidiary of the Company.
i.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	The said transaction does not fall within the purview of related party transactions.
j.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Enzene has issued: (i) 31,48,845 Series A CCPS and 10 equity shares to Eight Roads Ventures; and (ii) 9,60,128 Series A CCPS and 10 equity shares to F-Prime Capital
k.	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.;	NA
l.	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	NA