

Date: July 2, 2026

National Stock Exchange of India Limited
The Listing Department,
Exchange Plaza,
Bandra Kurla Complex,
Mumbai - 400 051

BSE Limited
Department of Corporate Services,
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai - 400 001

Scrip Symbol: LENSKART

Scrip Code: 544600

Sub.: Outcome of the Board Meeting

Ref: Regulations 30 and 37 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI LODR Regulations”) read with Schedule III thereto

Dear Sir/ Ma'am,

In reference to captioned subject and further to our letter dated May 20, 2026, we hereby inform you that the Board of Directors of the Company, at its meeting held today i.e. July 2, 2026, commenced at 02:30 PM (IST) and concluded at 03:44 PM (IST), has *inter- alia*, considered:

1. Approved the Scheme of Amalgamation of Dealskart Online Services Private Limited (“**Transferor Company No. 1**”) and Lenskart Eyetech Private Limited (“**Transferor Company No. 2**”), wholly-owned subsidiaries of the Company, with and into Lenskart Solutions Limited (“**Transferee Company**”) and their respective shareholders and creditors (“**Scheme**”) under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, subject to receipt of requisite statutory and regulatory approvals.

In accordance with Regulation 37 of the SEBI LODR Regulations read with the SEBI Master Circular bearing reference no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, the Scheme falls under the category of schemes exempt from obtaining a No-Objection Letter from the Stock Exchanges. Accordingly, the Company is submitting the Scheme and the Board Resolution approving the Scheme with the Stock Exchanges for disclosure purposes.

Accordingly, following documents are enclosed as **Annexure – 1**:

- a. Scheme of Amalgamation;
- b. Certified True Copy of the Resolution passed by the Board of Directors approving the Scheme.

The details required under Regulation 30 of the SEBI LODR Regulations read with the SEBI Master Circular bearing reference no. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 are enclosed herewith as **Annexure – 2**.

2. Approved the incorporation of a Joint Venture Company in India with Mingfeng Glassesworld Limited, China (“**MGL**”), pursuant to a strategic partnership between the parties.

The proposed Joint Venture will be engaged in the business of manufacturing metal spectacle frames in India with the objective of strengthening the Company's manufacturing capabilities, enhancing supply chain efficiencies, promoting localisation of manufacturing and reducing dependence on imports of metal frames.

The necessary disclosures pursuant to SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 (last updated on January 30, 2026), is enclosed herewith as **Annexure – 3 and 4**.

Lenskart Solutions Limited

(Earlier known as Lenskart Solutions Private Limited)

Corporate Office: Ground Floor, Vipul Tech Square,
Golf Course Road, Sector- 43, Gurugram, Haryana 122009



The aforesaid information will also be made available on the website of the Company at <https://www.lenskart.com/corporate/investorrelations>.

We request you to take the above information on record.

Thanking you,

Yours Sincerely,

For Lenskart Solutions Limited

(Formerly known as Lenskart Solutions Private Limited)

Ashish Kumar Srivastava

Company Secretary and Chief Compliance Officer

Membership No.: F5325

Place: Gurugram

SCHEME OF AMALGAMATION

OF

DEALSKART ONLINE SERVICES PRIVATE LIMITED

(“TRANSFEROR COMPANY NO. 1”)

AND

LENSKART EYETECH PRIVATE LIMITED

(“TRANSFEROR COMPANY NO. 2”)

WITH

LENSKART SOLUTIONS LIMITED

(“TRANSFeree COMPANY”)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF

THE COMPANIES ACT, 2013 READ WITH COMPANIES (COMPROMISES,

ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

PARTS OF THE SCHEME

A. PREAMBLE

This Scheme of Amalgamation (“Scheme”) is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and the rules and regulations made thereunder (including any statutory modifications and re-enactments thereof), for amalgamation of **Dealskart Online Services Private Limited (“Transferor Company No. 1”)** and **Lenskart Eyetech Private Limited (“Transferor Company No. 2”)** with and into **Lenskart Solutions Limited (“Transferee Company”)** and their respective shareholders and creditors.

In addition, this Scheme also provides for various other matters consequential, incidental, supplementary and/or otherwise integrally connected therewith and in compliance with the conditions relating to “amalgamation” as specified under Section 2(6) of the Income Tax Act, 2025 and other applicable provisions, if any, of the Income Tax Act, 2025 (the “**IT Act**”).

Transferor Companies and Transferee Company are collectively referred to as the “**Companies**”.

B. PARTS OF THE SCHEME

This Scheme of Amalgamation is divided into the following parts:

Part	Particulars
A	Introduction, Purpose and Rationale, Definitions, Interpretations, and Date of Taking Effect.
B	Share Capital of the Transferor Companies and the Transferee Company.

C	Amalgamation of the Transferor Companies with and into Transferee Company.
D	Consideration, Accounting Treatment, Dissolution of the Transferor Companies, and Other Relevant Clauses.
E	General Terms and Conditions.

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PART A

INTRODUCTION, RATIONALE, DEFINITIONS, INTERPRETATIONS AND DATE OF TAKING EFFECT

1. INTRODUCTION

1.1. DEALSKART ONLINE SERVICES PRIVATE LIMITED

Dealskart Online Services Private Limited or Transferor Company No. 1 is a Private Limited Company duly incorporated under the provisions of the Act (as defined hereinafter) on 8th September, 2011, bearing Corporate Identification Number (“**CIN**”) U74140DL2011PTC224819 and having its registered office situated in the National Capital Territory of Delhi at H.No. 339A/8, Mehta Chowk, Near Juhi Clinic, Dadawadi Jain Mandir Road, South West Delhi, Mehrauli, New Delhi - 110030.

The Permanent Account Number (“**PAN**”) of the Transferor Company No. 1 is AADCD9571D. The correspondence e-mail address of the Transferor Company No. 1 is udit.bagga@dealskart.in. Transferor Company No. 1 is a wholly-owned subsidiary of the Transferee Company.

The Transferor Company No. 1 is engaged in the business of operations and maintenance (O&M) services to Transferee Company omni-channel stores PAN India. The main objects of Transferor Company No. 1 as per its Memorandum of Association (“**MOA**”) are provided herein below:

1. To carry on the business of online service of buying, selling and dealing in all kinds of apparels and accessories including contact lenses, eye glasses, sunglasses, watches, bags, footwear, readymade garments, cosmetics, jewellery etc. To engage in online trading of all goods and products in fashion wear, accessories, electronics, books and develop websites for online services of buying, selling and dealing in all kinds of goods in India or elsewhere in the world.

2. To carry on, in India and elsewhere in the world, whether as owner, manager, operator, consultant, partner, adviser or otherwise, any and all activities relating to the business of creating technology, including software and services, for the purpose of facilitating the sale of any and all kinds of goods and commodities including eye wear products, watches, bags, shoes, garments, jewellery, electronics and provide services relating thereto online through the internet.

1.2. **LENSKART EYETECH PRIVATE LIMITED**

Lenskart Eyetech Private Limited or Transferor Company No. 2 is a Private Limited Company duly incorporated under the provisions of Act (as defined hereinafter) on 2nd July, 2015 bearing CIN U74110DL2015PTC282327 and having its registered office situated in the National Capital Territory of Delhi at W-123, Greater Kailash-II, New Delhi-110048.

The PAN of Transferor Company No.2 is AACCL8854C. The correspondence e-mail address of the Transferor Company No. 2 is ashish.srivastava@lenskart.com. Transferor Company No. 2 is a wholly-owned subsidiary of the Transferee Company.

Transferor Company No. 2 is engaged in the business of operating training centers for the retail staff. The main objects of Transferor Company No. 2 as per its MOA are provided herein below:

1. To carry on the business of designing, engineering, manufacturing, producing, assembling, fabricating, altering, repairing, buying, selling, trading, acquiring, storing, packing, transporting, forwarding, distributing, importing, exporting and disposing of optical and ophthalmic lenses, both glass and plastic, blanks, bifocal blanks, frames, spectacle cases, hinges,

microscopes, lensometers, telescope, and camera lenses of every description and kind and all component parts, spare parts, accessories, eye and lens testing equipments including gauges, meters, measuring instruments and apparatus for use in connection therewith.

2. To produce, manufacture, metalise, coat, purchase, refine, prepare, import, export, sell and to deal in frames goggles, spectacles, spectacle cases, lensometers, camera lenses, screws, hinges, eye and lens testing equipments in all its forms or products thereof and in connection therewith.
3. To maintain laboratory and manufacture, to get manufactured or to manufacture for others on loan licence basis or on contract or understanding with other firms, companies and individual irrespective of the brand name in India and elsewhere, import, export, refine formulate, process, buy, sell, distribute and establish laboratories in all kinds and classes of optical and ophthalmic lenses, both glass and plastic, blanks, bifocal blanks, frames, spectacle cases, hinges, microscopes, lensometers, telescope, and camera lenses of every description and kind and all component parts, spare parts, accessories, equipments and apparatus for use in connection therewith.
4. To carry on all or any businesses of manufacturers, buyers, sellers, importers, exporters of, and dealers in surgical, medical, curative and healing instruments and equipments generally, artificial eyes and limbs, laboratory, observatory, research, industrial metrology, electronic, semi-conductors, microscopy, and scientific instruments.
5. To carry on the business of wholesale buying, selling, reselling, importing, exporting, transporting, storing, developing, promoting, marketing or supplying, wholesale trading, and dealing in all kinds apparels and accessories including contact lenses, eye glasses, sunglasses, etc. in India or elsewhere.

1.3. LENSKART SOLUTIONS LIMITED (Formerly known as Lenskart Solutions Private Limited)

Lenskart Solutions Limited or Transferee Company is a Public Limited Company duly incorporated under the provisions of Act (as defined hereinafter) on 19th May, 2008 as “Valyoo Technologies Private Limited” having its registered office situated in the National Capital Territory of Delhi at Plot No. 151, Okhla Industrial Estate, Phase-3, Okhla Industrial Estate, South Delhi, New Delhi-110020. The Transferee Company is a listed entity on the nationwide Stock Exchanges of India i.e National Stock Exchange of India Ltd. and BSE Limited. The PAN of the Transferee Company is AACCV7324B. The correspondence e-mail address of the Transferee Company is compliance.officer@lenskart.com. The Transferee Company is the holding company of Transferor Company No.1 and Transferor Company No. 2.

The name of the Transferee Company was subsequently changed from “Valyoo Technologies Private Limited” to “Lenskart Solutions Private Limited” vide fresh Certificate of Incorporation issued by the Registrar of Companies, NCT of Delhi & Haryana. The Transferee Company originally incorporated as a Private Limited Company and thereafter the Transferee Company was later converted into a Public Limited Company and renamed as “Lenskart Solutions Limited” vide fresh Certificate of Incorporation issued by the Registrar of Companies on 16th June, 2025 bearing CIN L33100DL2008PLC178355.

The Transferee Company is engaged in designing, manufacturing, branding, and retailing of eyewear products. The main objects of the Transferee Company as per its MOA are provided herein below:

1. To carry on the business of providing services in the field of internet, web designing, web hosting, content management, strategy, portal development, web consultancy, web maintenance and advertisement,

cyber space, all types of communication system, electronic commerce and all other related services in India and abroad.

2. To carry on the business as consultants and advisors whether in India or abroad on problem relating to system design and software developments and to carry on the business of technical know how and training in all the fields of information technology and voice transcription and processing.
3. To establish and run database center and data processing/compute training centers and to offer consultancy and data processing and other services that are normally offered by data processing computer centers to industrial, business and other types of customers to impart training on electronics data processing, computer software and hardware to customers and others in India and abroad.
4. To develop, improve, buy, sell, assemble, install, import, export, exchange, repair, maintain and otherwise deal in all kinds of computers, micro processor, based systems, peripherals and their parts, components and systems, computer hardware and accessories and related equipments, software, their programs and accessories.
5. To carry on the business of wholesale buying, selling, reselling, importing, exporting, transporting, storing, developing, promoting, marketing or supplying, wholesale trading, and dealing in all kinds apparels and accessories including contact lenses, eye glasses, sunglasses, watches, bags, footwear, readymade garments, cosmetics, jewellery etc. in India or elsewhere.
6. To engage in wholesale trading of all goods and products in fashion wear, accessories, electronics, furnishings, appliances, books and develop websites for online services of buying, selling and dealing in all kinds of goods in India or elsewhere in the world.

7. To carry on, in India and elsewhere in the world, whether as owner, manager, operator, consultant, partner, adviser or otherwise, any and all activities relating to the business of creating technology, including software and services, for the purpose of facilitating the sale of any and all kinds of goods and commodities including eye wear products, watches, bags, shoes, garments, jewellery, electronics, furnishings, appliances and provide services relating thereto online through the internet.
8. To carry on the business of designing, engineering, manufacturing, producing, assembling, fabricating, altering, repairing, buying, selling, trading, acquiring, storing, packing, transporting, forwarding, distributing, importing, exporting and disposing of optical and ophthalmic lenses, both glass and plastic, blanks, bifocal blanks, frames, spectacles, spectacle cases, hinges, microscopes, lensometers, telescope, and camera lenses of every description and kind and all component parts, spare parts, accessories, eye and lens testing equipments including gauges, meters, measuring instruments and apparatus for use in connection therewith.
9. To produce, manufacture, metalize, coat, purchase, refine, prepare, import, export, sell and to deal in frames goggles, spectacles, spectacle cases, lensometers, camera lenses, screws, hinges, eye and lens testing equipments in all its forms or products thereof and in connection therewith.
10. To maintain laboratory and manufacture, to get manufactured or to manufacture for others on loan licence basis or on contract or understanding with other firms, companies and individual irrespective of the brand name in India and elsewhere, import, export, refine formulate, process, buy, sell, distribute and establish laboratories in all kinds and classes of optical and ophthalmic lenses, both glass and plastic, blanks, bifocal blanks, frames, spectacle cases, hinges, microscopes, lensometers, telescope, and camera lenses of every description and kind

and all component parts, spare parts, accessories, equipments and apparatus for use in connection therewith.

11. To manufacture, process, import, market, distribute, export, undertake wholesale/retail trade or deal in any manner in various pharmaceutical products, ayurvedic products, drugs, dietary & health supplements, functional foods, and raw materials & intermediary/ancillary materials for foregoing products, and also to carry on the business of buyers, sellers, agents, distributors and stockiest of all kind of pharmaceutical, food supplements and allied products.
12. To carry on the business of buying, selling, reselling, importing, exporting, transporting, storing, developing, promoting, marketing or supplying, trading, dealing in any manner whatsoever in all types of goods, which are required for and/or support the above objects, in India or elsewhere.

2. PURPOSE AND RATIONALE OF THE SCHEME

The Transferor Companies are wholly owned subsidiaries of the Transferee company and all three companies operate within the same industry relating to the eyewear and optical products industry, while the Transferor Company No. 1 provides the operations and maintenance (O&M) services to Transferee Company omni-channel stores PAN India, the Transferor Company No. 2 renders training services to Transferee Company and Transferor Company No. 1. In order to simplify and rationalize the group's corporate structure, the companies have undertaken the present Scheme with a view to streamlining the group's legal framework by eliminating multiple entities and consolidating the business operations under a single corporate entity. In view of the foregoing, the Scheme is expected to deliver the following benefits:

- i. The businesses of the Transferor Companies can be combined and carried on in conjunction with the business of the Transferee Company more

conveniently and advantageously. Upon the proposed amalgamation, the merged entity, i.e., the Transferee Company, will be able to consolidate and efficiently leverage its resources within a unified structure, supporting strategic business expansion and unlocking growth opportunities;

- ii. The proposed amalgamation will result in the simplification of the corporate structure by reducing the multiplicity of legal and regulatory compliances, streamlining record-keeping, and generating cost efficiencies through the reduction of overheads and administrative, managerial, and other related expenditures;
- iii. Through the proposed amalgamation, a more streamlined and strategic management framework can be achieved, enabling sharper focus and driving the holistic growth of the businesses.
- iv. To achieve greater integration and greater financial strength and flexibility, to maximize overall shareholder value;
- v. The proposed amalgamation will result in simplification and rationalization of the corporate structure, greater administrative convenience, operational rationalization, organizational efficiency and optimal utilization of resources;
- vi. The proposed amalgamation will provide for pooling of the managerial, technical and financial resources of the Transferor Companies and the Transferee Company which will help in increasing the competitiveness of the Transferee Company;

Further, there is no adverse effect of this Scheme on the directors, key management personnel, promoters, non-promoter members, creditors, and employees of the Companies and the same would be in the best interest of all stakeholders.

Accordingly, the Board of Directors of the Transferor Companies and the Transferee Company have formulated this Scheme to undertake various steps as envisaged in this Scheme pursuant to the provisions of Section 230-232 of the Act and Companies (Compromise, Arrangements and Amalgamation) Rules, 2016 including any statutory modification or re-enactment or amendment thereof

3. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, terms defined in the introductory paragraphs and recitals shall have the same meanings throughout this Scheme; and the following words and expressions, wherever used (including in the recitals and the introductory paragraphs above), shall have the following meanings:

- 3.1. **“Act”** or **“the Act”** means the Companies Act, 2013 and, to the extent applicable and relevant to this Scheme, the provisions of the Companies Act, 1956 that continue to remain in force, together with all rules, regulations, notifications, circulars and ordinances issued thereunder, and shall include any statutory modification, amendment, re-enactment or substitution thereof for the time being in force.
- 3.2. **“Amalgamation”** means amalgamation of the Transferor Companies with and into the Transferee Company on a going concern basis in terms of the Scheme (as defined hereinafter) in its present form or with any modification(s).
- 3.3. **“Applicable Law”** means any applicable statute, law, enactments, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, requirement, or any similar form of determination by or decision of any Appropriate Authority, that is binding or applicable to a Person, whether in effect as of the date on which this Scheme has been approved by the Boards of Directors of the Companies or at any time thereafter.

- 3.4. **“Appointed Date”** means 1st April, 2026 or such other date as may be directed or approved by the Hon'ble National Company Law Tribunal or any other Appropriate Authority and acceptable to the Board of Directors of the Companies.
- 3.5. **“Appropriate Authority”** means any applicable central, state or local government, legislative body, regulatory, administrative or statutory authority, or judicial body or authority, including, but not limited, to Registrar of Companies, Regional Director of Companies, Official Liquidator and National Company Law Tribunal.
- 3.6. **“Board of Directors”** or **“Board”** means the Board of Directors of each of the Companies, as the case may be and shall include a committee duly constituted and authorised or individuals authorised for the purposes of matters pertaining to the amalgamation as contemplated under this Scheme or any other matter relating thereto.
- 3.7. **“BSE”** means BSE Limited.
- 3.8. **“Companies”** means the Transferor Company No. 1, Transferor Company No. 2, and the Transferee Company collectively.
- 3.9. **“Effective Date”** means the date or the last of the dates on which the certified copies of the Order of NCLT sanctioning the Scheme is filed with the Jurisdictional Registrar of Companies by the Transferor Companies and the Transferee Company. Any references in this Scheme to the date of “coming into effect of this Scheme” or “upon the Scheme being effective” shall mean the Effective Date.
- 3.10. **“Encumbrances”** means any options, pledge, mortgage, lien, security interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrances of any kind or nature whatsoever, and the term “Encumber” or “Encumbered” shall be construed accordingly.

- 3.11. **“Income Tax Act”** or **“IT Act”** means the Income Tax Act, 2025 and the rules, regulations, circulars and notifications issued thereunder, and includes any statutory modification, re-enactment or amendment thereof for the time being in force.
- 3.12. **“Intellectual Property Rights”** means all intellectual property rights, including with respect to all patents, patent applications, trademarks, service marks, trade names, logos, corporate names, brand names, domain names, copyrights, designs and all registrations, applications and renewals in connection therewith, software and website content (including text, graphics, images, audio, video and data), trade secrets, confidential business information, know-how and other proprietary rights.
- 3.13. **“Indian Accounting Standards”** or **“Ind AS”** means the Indian Accounting Standards prescribed under Section 133 of the Act, as notified under the Companies (Indian Accounting Standards) Rules, 2015, as may be amended from time to time read with clarification issued by the Institute of Chartered Accountants of India.
- 3.14. **“Liabilities”** means all debts, duties, obligations and liabilities of whatsoever nature (including contingent and unascertained liabilities) of the Transferor Companies, whether present or future.
- 3.15. **“NCLT”** or **“Tribunal”** means the Hon’ble National Company Law Tribunal, New Delhi Bench having jurisdiction over the Transferor Companies and Transferee Company as constituted and authorized as per the provisions of the Companies Act, 2013 for approving the scheme of arrangement, compromise or reconstruction of companies under Section 230-232 and other applicable provisions of the Companies Act, 2013 and shall include, if applicable, such other forum or authority as may be vested with the powers of the Tribunal for the purpose of Section 230-232 and other applicable provisions of the Companies Act, 2013, as may be applicable.

- 3.16. **“NSE”** means National Stock Exchange of India Limited.
- 3.17. **“Official Liquidator” or “OL”** means Official Liquidator having jurisdiction over the Transferor Companies.
- 3.18. **“Proceedings”** means any complaints, suit, summary suits, indigent petitions, assessments, appeals, cause of actions, security enforcement actions, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings or other proceedings of whatsoever nature including proceedings relating to the securitization transactions and proceedings filed under Tax laws.
- 3.19. **“Registrar of Companies” or “RoC”** means the jurisdictional Registrar of Companies, having jurisdiction over Transferor Companies and Transferee Company.
- 3.20. **“Scheme” or “this Scheme” or “the Scheme”** means the Scheme of Amalgamation involving the Amalgamation of the Transferor Companies with Transferee Company in its present form or with any modification(s) or amendment(s) as approved or imposed or directed by the shareholders and/or creditors of the Companies and/or by the NCLT or any other Appropriate Authority, as the case may be, and acceptable to the Boards of the Transferor Companies and Transferee Company.
- 3.21. **“SEBI”** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.
- 3.22. **“SEBI Master Circular”** means Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 issued by SEBI or any other circular issued by SEBI applicable to scheme of arrangement for amalgamation from time to time.
- 3.23. **“SEBI LODR Regulations”** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time;
- 3.24. **“Stock Exchanges”** means BSE Limited and NSE collectively.

- 3.25. **“Transferor Company No. 1”** means Dealskart Online Services Private Limited.
- 3.26. **“Transferor Company No. 2”** means Lenskart Eyetech Private Limited.
- 3.27. **“Transferor Companies”** means the Transferor Company No. 1 and the Transferor Company No. 2, collectively.
- 3.28. **“Transferee Company”** means Lenskart Solutions Limited (Formerly known as Lenskart Solutions Private Limited).
- 3.29. **“Tax”, “Taxes” or “Taxation”** means all forms of direct and indirect taxation, duties, surcharges, fees, tariffs, refund, credits, cess, levies, imposts and social security (or similar) charges of any kind whatsoever in any jurisdiction, including without limitation corporate income tax, any other form of withholding tax, provident fund, employee state insurance and gratuity contributions, goods and service tax, service tax, value added tax, customs and excise duties, capital tax, central sales tax, and other legal transaction taxes, stamp duty, dividend distribution tax, capital gains tax, securities transaction tax, real estate taxes, gross receipts taxes, windfall profit taxes, employment taxes, severance taxes, franchise taxes, transfer taxes, profit taxes, registration taxes, unclaimed property or escheatment taxes, alternative or add-on minimum taxes, estimated taxes, octroi, other municipal, provincial, state or local taxes and duties, environmental taxes and duties, goods and service taxes and any other type of taxes or duties in any relevant jurisdiction, whether disputed or not, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction, and including any obligations to indemnify or otherwise assume or succeed to the tax liability of any other person.
- 3.30. **“Tax Laws”** means all Applicable Laws, acts, rules and regulations dealing with Taxes, duties and cess by whatever name called, including but not limited to income-tax, wealth tax, profession tax, sales tax, value added taxes, central

sales tax, entry taxes, local / municipal taxes and levies, service tax, goods and services tax, central excise duty, customs duty, stamp duty, property tax, withholding tax, tax collected at source, benefits under the Foreign Trade Policies or any other levy of similar nature;

3.31. **“Transferred Undertaking”** means and includes the whole of their business, undertakings, assets, properties, investments and all liabilities of the Transferor Companies of whatsoever nature and kind and wherever situated, on a going concern basis, and with continuity of business of the Transferor Companies, which shall mean and include (without limitation), to the extent applicable:

- i. all the assets and properties (whether movable or immovable, tangible or intangible, freehold or leasehold, leave and licensed or right of way and all documents of title, rights, easements in relation thereto, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Transferor Companies, whether situated in India or abroad including, without limitation, all land whether freehold or leasehold or otherwise, buildings and structures, offices, branches, residential and other premises, capital work-in-progress, machines and equipment, furniture, fixtures, office equipment, computers, information technology equipment, vehicles, appliances, accessories, stocks, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Companies, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, tenancies, rights to use and avail of telephones, internet, leased line

connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies;

- ii. all permits, quotas, rights, entitlements, industrial and other licenses, contracts, agreements, bids, tenders, letters of intent, expressions of interest, memorandums of understanding, offer letters, approvals, consents, subsidies, privileges, incentives (including Pradhan Mantri Viksit Bharat Rozgar Yojana), deductions (including deduction u/s 146 of the Income Tax Act), exemptions, rebates, allowances, amortization, tax credits (including but not limited to advance tax, self-assessment tax, regular tax, deferred tax assets/liabilities, minimum alternate tax, tax deducted at source, tax collected at source, accumulated losses, allowance for unabsorbed depreciation under Income-tax Act, tax refunds, tax losses, the input credit balances including SGST, IGST and CGST credits under the GST laws), all other rights including sales tax deferrals and exemptions and other benefits, duty drawback claims, rebate receivables, all customs duty benefits and exemptions, export and import incentives and benefits or any other benefits/incentives/exemptions given under any policy announcements issued by the Government of India or state government or any other government body or authority, licenses, powers and facilities of every kind;
- iii. all debts, borrowings, obligations, duties and liabilities, both present and future, current and non-current (including deferred tax liabilities, contingent liabilities and the liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in Rupees or foreign currency, whether provided for

or not in the books of accounts or disclosed in the balance sheet of the Transferor Companies;

- iv. all trade and service names and marks, patents, copyrights, goodwill, designs and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Companies;
- v. all staff and employees and other obligations of whatsoever kind, including liabilities of the Transferor Companies with regard to its employees, with respect to the payment of gratuity, superannuation, pension benefits and the provident fund or compensation or benefits, if any, in the event of resignation, death, voluntary retirement or retrenchment or otherwise; and
- vi. all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies, whether in India or abroad.
- vii. it is intended that the definition of Transferred Undertaking under this clause would enable the transfer of all property, assets, rights, duties, employees and liabilities of each Transferor Companies into the Transferee Company pursuant to this Scheme of Amalgamation.
- viii. all Proceedings whatsoever nature involving the Transferor Companies.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

4. INTERPRETATIONS

- 4.1. References to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme
- 4.2. The headings herein shall not affect the construction of this Scheme.
- 4.3. Unless the context otherwise requires:
 - i. the singular shall include the plural and vice versa, and references to one gender include all genders.
 - ii. references to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality).
 - iii. reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule or regulation as it may, from time to time, be amended, supplemented or re-enacted, or to any law, provision, rule or regulation that replaces it.

5. DATE OF TAKING EFFECT

- 5.1. The Scheme set out herein in its present form, or with modification(s), if any, made in accordance with the provisions of the Scheme and/or the directions of the NCLT, shall be effective from the Appointed Date but shall be operative from the Effective Date. The Scheme of Amalgamation of the Transferor Companies with the Transferee Company shall be in accordance with Section 2(6) of the IT Act.

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PART B

**SHARE CAPITAL OF THE TRANSFEROR COMPANIES AND THE
TRANSFeree COMPANY**

6. SHARE CAPITAL

6.1. The share capital of the Transferor Company No. 1 (Dealskart Online Services Private Limited) as on 31st March, 2026 is as follows:

Share Capital	Amount in Rs.
Authorized Share Capital	
1,00,000 Equity shares of Rs. 10/- each	10,00,000
TOTAL	10,00,000
Issued, Subscribed and Paid-up Share Capital	
1,00,000 Equity shares of Rs. 10/- each, fully paid up	10,00,000
TOTAL	10,00,000

The shares of the Transferor Company No.1 are not listed on any stock exchange up to the date of approval of the Scheme by the Board of the Transferor Company No.1 and there is no change in the capital structure of the Transferor Company No. 1.

6.2. The share capital of the Transferor Company No. 2 (Lenskart Eyeteck Private Limited) as on 31st March, 2026 is as follows:

Share Capital	Amount in Rs.
Authorized Share Capital	

50,000 Equity shares of Rs. 10/- each	5,00,000
TOTAL	5,00,000
Issued, Subscribed and Paid-up Share Capital	
10,000 Equity shares of Rs. 10/- each, fully paid up	1,00,000
TOTAL	1,00,000

The shares of the Transferor Company No.2 are not listed on any stock exchange up to the date of approval of the Scheme by the Board of the Transferor Company No.2 and there is no change in the capital structure of the Transferor Company No. 2.

- 6.3. The share capital of the Transferee Company, Lenskart Solutions Limited (Formerly known as Lenskart Solutions Private Limited) as on 31st March, 2026 is as follows:

Share Capital	Amount in Rs.
Authorized Share Capital	
2,29,00,00,000 Equity shares of Rs. 2/- each	4,58,00,00,000
95,67,40,000 Preference Shares of Rs. 2/- each	1,91,34,80,000
6,00,000 Preference Shares of Rs. 10/- each	60,00,000
TOTAL	6,49,94,80,000
Issued, Subscribed and Paid-up Share Capital	

1,73,64,16,007 Equity shares of Rs. 2/- each, fully paid up	3,47,28,32,014
TOTAL	3,47,28,32,014

The shares of the Transferee Company are listed on the Stock Exchanges. Subsequent to the above date and till date of approval of the Scheme by the Board of Transferee Company, there has been change in the issued, subscribed and paid-up capital of the Transferee Company.

Accordingly, the share capital of the Transferee Company as on 31st May, 2026 is as follows:

Share Capital	Amount in Rs.
Authorized Share Capital	
2,29,00,00,000 Equity shares of Rs. 2/- each	4,58,00,00,000
95,67,40,000 Preference Shares of Rs. 2/- each	1,91,34,80,000
6,00,000 Preference Shares of Rs. 10/- each	60,00,000
TOTAL	6,49,94,80,000
Issued, Subscribed and Paid-up Share Capital	
1,73,87,20,607 Equity shares of Rs. 2/- each, fully paid up	3,47,74,41,214
TOTAL	3,47,74,41,214

7. DISCLOSURES REGARDING CHANGE IN NAME, OBJECT AND REGISTERED OFFICE

7.1. Change in name of the Transferor Companies and Transferee Company in the last five years:

i. Transferor Company No. 1 (Dealskart Online Services Private Limited):

There has been no change in the name of Transferor Company No. 1 in the last five years.

ii. Transferor Company No. 2 (Lenskart Eyetech Private Limited):

There has been no change in the name of Transferor Company No. 2 in the last five years.

iii. Transferee Company (Lenskart Solutions Limited):

The name of the Transferee Company was changed from “Lenskart Solutions Private Limited” to “Lenskart Solutions Limited” consequent upon its conversion from a Private Limited Company to a Public Limited Company vide fresh Certificate of Incorporation dated 16th June, 2025 issued by the Registrar of Companies.

7.2. Change in objects of the Transferor Companies and Transferee Company in the last five years:

i. Transferor Company No. 1 (Dealskart Online Services Private Limited):

There has been no change in the objects of Transferor Company No. 1 in the last five years.

ii. Transferor Company No. 2 (Lenskart Eyetech Private Limited):

There has been change in the objects of Transferor Company No. 2 in the last five years.

iii. Transferee Company (Lenskart Solutions Limited):

There has been no change in the objects of the Transferee Company in the last five years.

7.3. Change in registered office of the Transferor Companies and Transferee Company in the last five years:

i. Transferor Company No. 1 (Dealskart Online Services Private Limited):

There has been no change in the registered office of the Transferor Company No. 1 during last five years[RG1]

ii. Transferor Company No. 2 (Lenskart Eyetech Private Limited):

There has been no change in the registered office of the Transferor Company No. 2 during last five years

iii. Transferee Company (Lenskart Solutions Limited):

There has been change in the registered office address of the Transferee Company from W-123, Greater Kailash Part-2, NA, New Delhi-110048 to Plot

No. 151, Okhla Industrial Estate, Phase-3, Okhla Industrial Estate, South Delhi,
New Delhi-110020 w.e.f from 24th June 2025.

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PART C

AMALGAMATION OF THE TRANSFEROR COMPANIES INTO AND WITH THE TRANSFEEE COMPANY

8. TRANSFER OF TRANSFERRED UNDERTAKING

Subject to the provisions of this Scheme as specified herein and with effect from the Appointed Date, upon the Scheme becoming effective, the entire Transferred Undertaking of the Transferor Companies shall be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the following manner:

- 8.1. The Transferred Undertaking of the Transferor Companies comprising its business, all assets and liabilities of whatsoever nature and where-so-ever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as from the Appointed Date for amalgamation, the undertaking of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Companies therein.
- 8.2. All the movable assets of the Transferor Companies, capable of passing by physical delivery or by endorsement and delivery, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, without the need to execute any separate instrument, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date for amalgamation.

- 8.3. In so far as the immovable property of the Transferred Undertaking are concerned, if any, whether or not included in the books of Transferor Companies, whether freehold or leasehold (including but not limited to land, buildings, sites, tenancy rights related thereto, and immovable properties and any other document of title, rights, interest and easements in relation thereto) of the Transferred Undertaking shall stand transferred to and be vested in the Transferee Company, without any act or deed to be done or executed by the Transferor Companies / or the Transferee Company. The mutation of title to the immovable properties in the name of Transferee Company shall be made and duly recorded by the appropriate authorities upon filing of true copies of the Order of the NCLT approving the Scheme without any further act or deed on part of all the Transferor Companies or Transferee Company.
- 8.4. In respect of any assets of the Transferor Companies, including sundry debtors, deferred tax asset, bills, credits, outstanding loans and advances, if any, recoverable in cash or kind or for value to be received, bank balances and deposits, if any, with the Government, quasi government, local or other authority or body, customers and other persons, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and /or be deemed to be transferred to and stand vested in the Transferee Company under the provisions of Sections 230 to 232 of the Act.
- 8.5. All assets, rights, title, interest, investments and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the Transferor Companies, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest, investments and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the

coming into effect of this Scheme and with effect from the Appointed Date or from the date of their acquisition (after the Appointed Date but before the Effective Date) as the case may be, pursuant to the provisions of Sections 230 to 232 of the Act.

- 8.6. All the profits or costs, charges, or expenditure accruing to the Transferor Companies in India and abroad or expenditure or losses arising or incurred or suffered by the Transferor Companies shall for all purposes be treated and be deemed to be and accrue as the profits, costs, charges, expenditure or losses of Transferee Company, as the case may be.
- 8.7. All taxes of any nature, duties, cases or any other like payments or deductions made by the Transferor Companies to any statutory authorities, relating to the period after the Appointed Date and up to the Effective date shall be deemed to have been made on account of or on behalf of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the passing of the order on this Scheme by the NCLT or any other Appropriate Authority and upon relevant proof and documents being provided to the said authorities to this effect. Further, brought forward tax losses and unabsorbed depreciation of the Transferor Companies in terms of the relevant provisions of the Income Tax Act, 2025 shall be allowable for set off against the profits of the Transferee Company subject to fulfillment of the conditions prescribed therein.
- 8.8. All the benefits under the various incentive schemes (including Pradhan Mantri Viksit Bharat Rozgar Yojana) and policies, if any, that the Transferor Companies are entitled to, including tax credits, tax deferral, deductions (including deduction under section 146 of the Income Tax Act), exemptions, holidays and benefits, subsidies, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed by the Transferor Companies, rights of any claim not made by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous

or excess payment thereof made by the Transferor Companies and any interest thereon and all rights or benefits that have accrued or which may accrue to the Transferor Companies, whether on, before or after the Appointed Date, shall upon this Scheme becoming effective and with effect from the Appointed Date be transferred to and vest in the Transferee Company and all benefits, entitlements, deductions and incentives of any nature whatsoever, shall be claimed by the Transferee Company and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all benefits under such incentive schemes and/or policies; and

8.9. All the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether on, before or after the Appointed Date, including income tax benefits , deductions and exemptions, shall, under the provisions of sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

8.10. The registration in name of the Transferor Companies like Professional Tax, GST, PAN, TAN, Shop Act Licenses, Trade Licenses, Legal Metrology and any other registration under any other statute, law, Enactment, Act, shall if permitted by law and unless otherwise directed by the court without any further act, deed,

matter or thing be transferred in the name of the Transferee Company from the Effective Date.

- 8.11. With effect from the Appointed Date, all debts, liabilities (including all secured and unsecured debts and contingent liabilities), duties and obligations of the Transferor Companies of every kind, nature and description whatsoever, as on the Appointed Date for amalgamation whether provided for or not in the books of accounts of the Transferor Companies shall, pursuant to the Orders of the National Company Law Tribunal or such other competent authority as may be applicable under provisions of the Act, without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date, the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies and the Transferee Company shall meet, discharge and satisfy the same and further 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 Liabilities have arisen in order to give effect to the provisions of this Clause.
- 8.12. Where any such debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date have been discharged by such Transferor Companies on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- 8.13. All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be stand transferred to and vested in and be

deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

8.14. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time from the Appointed Date to the Effective Date become due between the Transferor Companies and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

8.15. The expertise, experience/track-record and legacy of performance of the Transferor Companies in their respective industries and business segments will be carried over and continue in the Transferee Company with effect from the Appointed Date.

8.16. It is clarified that the Scheme shall not in any manner affect the rights and interest of the Creditors of the Transferor Companies or be deemed to be prejudicial to their interest.

9. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

9.1. Upon coming into effect of this Scheme and subject to the provisions of the Scheme and without any further act of the parties, all memorandum of understanding, contracts (including but not limited to customer contracts, service contracts and supplier contracts), schemes, assurances, licenses, insurance policies, guarantees, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, and other assurances in favour of the Transferor Companies or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Companies are a party or to the

benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee or obligor thereto.

- 9.2. The Transferee Company shall, if so required or becomes necessary, upon the coming into effect of this Scheme enter into and/ or issue and/or execute deeds, writings or confirmations to give effect to the provisions of this Scheme and to the extent that the Transferor Companies are required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Companies, as the case maybe.

10. ENCUMBRANCES

- 10.1. The transfer and vesting of the assets comprised in the Transferred Undertaking to the Transferee Company under Clause 8.2 and Clause 8.3 of this Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- 10.2. All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Companies shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any of the assets of the Transferor Companies have not been encumbered, such assets shall remain unencumbered and the existing encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

- 10.3. The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the Liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.
- 10.4. Any reference in any security documents or arrangements (to which the Transferor Companies are party) to the Transferor Companies and their respective assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- 10.5. Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- 10.6. It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.
- 10.7. The provisions of this Clause 10 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

11. EMPLOYEES OF THE TRANSFEROR COMPANIES

- 11.1. On the Scheme coming into effect, all staff, workmen and employees (including those on sabbatical / maternity leaves) of the Transferor Companies in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Effective Date without any break or interruption in their service and on the terms and conditions not less favorable than those applicable to them with reference to the Transferor Companies on the Effective Date, if any. For the purpose of payment of any compensation, gratuity, and other terminal benefits, the past services of such employees with the Transferor Companies and such benefits to which the employees are entitled in the Transferor Companies shall also be taken into account and paid (as and when payable) by the Transferee Company.
- 11.2. It is expressly provided that, in so far as the Gratuity Fund, Provident Fund, Superannuation Fund or any other Special Scheme(s)/Fund(s) (hereinafter referred as "Fund or Funds") created or existing for the benefit of the staff, workmen and employees of the Transferor Companies is concerned, upon the Scheme coming into effect, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Fund or Funds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such Fund or Funds shall become those of the Transferee Company and all the rights, duties and benefits of the staff, workmen and employees of the Transferor Companies under such Fund or Funds shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Transferor Companies will be treated as having been continuous for the purpose of the said Fund or Funds and for other benefits such as long service awards, if any

- 11.3. In the event the Transferee Company has its own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be merged with the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above or if deemed appropriate by the Transferee Company, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company creates its own funds, at which time the Funds and the investments and contributions pertaining to the employees shall be merged with the funds created by the Transferee Company.
- 11.4. The Transferee Company shall not vary terms and conditions of service of its employees except in the ordinary course of its business.

12. LEGAL PROCEEDINGS

- 12.1. All legal proceedings of whatsoever nature by or against the Transferor Companies pending and/or arising upto the Effective Date or any other future dispute arising post the Effective Date and relating to the Transferor Companies shall not abate or be discontinued or be in any way prejudicially affected by reason of the approval of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies.
- 12.2. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Companies referred to above transfer into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of Transferor Companies.

13. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE:

With effect from the Appointed Date to the Effective Date:

- 13.1. The Transferor Companies undertake to preserve and carry on the business, with reasonable diligence and business prudence and shall not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or encumber or otherwise deal with or dispose of any undertaking or any part thereof save and except in each case:
 - a. if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the NCLT; or
 - b. if the same is expressly permitted by this Scheme; or
 - c. if the prior written consent of the Board of Directors of the Transferee Company has been obtained.
- 13.2. The Transferor Companies shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest for and on account of, and in trust for the Transferee Company.
- 13.3. All profits and income accruing or arising to the Transferor Companies, and losses and expenditure arising or incurred by them (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company.
- 13.4. Any of the rights, powers, authorities or privileges exercised by the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company.
- 13.5. All taxes (including, without limitation, income tax, minimum alternate tax, sales tax, service tax, VAT, excise and custom duties, Central Goods and Service Tax law (CGST), State Goods and Service Tax law (SGST) and Integrated Goods

and Service Tax law (IGST), foreign taxes, etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the Transferor Companies before the Appointed Date, shall be on account of the Transferor Companies and, insofar as it relates to the tax payment (including, without limitation, income tax, minimum alternate tax, dividend distribution tax, sales tax, service tax, VAT, excise and custom duties, CGST, SGST, IGST, foreign taxes, etc.), whether by way of deduction at source, tax collected at source, advance tax or otherwise howsoever, by the Transferor Companies (including any credit for dividend distribution tax on dividend received by the Transferor Companies from Transferor Companies' subsidiary/ies) in respect of the profits or activities or operation of the Transferor Companies with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.

- 13.6. If and to the extent there are inter-corporate loans, deposits or balances as between the Transferor Companies and Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, shall stand cancelled and there shall be no obligation/ outstanding balance in that behalf.
- 13.7. The Transferor Companies shall not alter its equity capital structure either by fresh issue of shares or convertible securities (on a rights basis or by way of bonus shares or otherwise) or by any decrease, reduction, reclassification, subdivision, consolidation, re-organization or by undertaking amalgamation or demerger or any other mode of restructuring or in any other manner, except by and with the consent of the Board of Directors of the Transferee Company.
- 13.8. Without prejudice to the provisions of Clauses 13.1 to Clause 13.7, with effect from the Appointed Date, all inter-party transactions between the Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.

The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Companies.

14. Tax Matters

- 14.1. Upon the Effective Date and with effect from the Appointed Date, all taxes and duties payable by the Transferor Companies (including under the IT Act, Central Excise Act, 1944, Finance Act, 1994, Customs Act, 1962, goods and services tax laws and all other Applicable Laws dealing with tax or duties or levies), accruing and relating to the Transferor Companies shall be treated as taxes and duties payable by the Transferee Company. Similarly, all credits for taxes under applicable tax laws, including but not limited to tax deducted at source credits, tax collected at source credits, minimum alternate tax credit available to the Transferor Companies shall, for all purposes, be treated as tax deducted at source credits, tax collected at source credits, minimum alternate tax credit, as the case may be, of the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the sanction of this Scheme by the Tribunal. Similarly, any advance tax, self-assessment tax payment made by the Transferor Companies shall also be deemed to have been made by the Transferee Company.
- 14.2. Upon the Effective Date and with effect from the Appointed Date, all unutilized credits, claims and exemptions, benefit of carried forward losses and unabsorbed depreciation, if any, as per Section 116 of the IT Act, expenditures not allowed as deduction either under Section 37 of the IT Act or under any other provisions of the IT Act, any incentives or incentive schemes whether present or future, any refunds, interest due thereon and other statutory benefits, including in respect of income tax (including but not limited to tax deducted at

source, tax collected at source, advance tax, minimum alternate tax credit etc.), CENVAT, customs, sales tax, value added tax, service tax, goods and services tax including the Integrated Goods and Services Tax input tax credit, Central Goods and Services Tax input tax credit and State Goods and Services Tax input tax credit, etc. to which the Transferor Companies are entitled to, shall be available to and vest in Transferee Company, without any requirement of a further act or deed. Further any concessional or statutory forms under applicable law issued or received by the Transferor Companies, if any, shall be deemed to be issued or received in the name of the Transferee Company in the same manner and to the same extent as would have been available to the Transferor Companies. Additionally, any taxes paid and taxes deducted at source and deposited by the Transferor Companies on inter se transactions during the period between the Appointed Date and Effective Date shall be treated as advance tax paid by the Transferee Company and shall be available to the Transferee Company for setoff against its liability under IT Act and excess so paid shall be eligible for refund together with interest.

- 14.3. Upon the Effective Date, all taxes including income tax, customs duty, goods and services tax, etc. paid or payable by the Transferor Companies in respect of the operations and/ or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, customs duty, goods and service tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall in all proceedings, be dealt with accordingly.
- 14.4. Upon the Effective Date and with effect from the Appointed Date, the Transferor Companies and the Transferee Company are expressly permitted to file or revise or reopen their respective financial statements (including balance sheet and profit and loss account) revise and file their respective tax returns along

with prescribed forms, filings and annexures under the IT Act, GST, central sales tax, applicable state value added tax, service tax laws, excise duty laws and other tax laws and to claim refunds and/or credit for taxes paid (including tax deducted at source, etc.) and for matters incidental thereto, if required, to give effect to the provisions of the Scheme notwithstanding that the statutory period may have lapsed.

- 14.5. All the expenses incurred by the Transferor Companies and the Transferee Company in relation to the Amalgamation, including stamp duty expenses, if any, shall be allowed as deduction to the Transferee Company in accordance with the provisions of the IT Act.
- 14.6. Upon the Effective Date, any tax deposited, certificates issued or returns filed by the Transferor Companies shall continue to hold good as if such amounts were deposited, certificates were issued, and returns were filed by the Transferee Company. Any TDS deducted by, or on behalf of the Transferor Companies on inter se transactions will be treated as advance tax deposited by the Transferee Company and shall be available to the Transferee Company for set off against its liability under the IT Act, and excess tax so paid shall be eligible for refund together with interest.
- 14.7. Upon the Effective date, all tax assessment proceedings or appeals of the Transferor Companies shall be continued and enforced by or against the Transferee Company in the same manner as would or might have been continued and enforced by or against the Transferor Companies and any outstanding demand of the income tax department against the Transferor Companies shall be payable by the Transferee Company subject to its rights under the law of appeal etc. before jurisdictional court or tribunal. The sanction of the Scheme shall not prejudice the rights of the Income Tax Department. Further, any refund, tax credit and adjustment under applicable tax laws pertaining to the Transferor Companies consequent to the assessments made on the Transferor Companies and for which no credit is taken in the accounts

as on the date immediately preceding the Appointed Date shall belong to and be received by the Transferee Company. The appropriate Government Authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the sanction of this Scheme by the Tribunal.

15. COMPLIANCE WITH TAX LAWS

- 15.1. This Scheme has been drawn up to comply with the provisions relating to “amalgamation” as defined under section 2(6) of IT Act 2025 and other applicable provisions of the IT Act as prevailing on the date of filing of the Scheme with NCLT. If any terms or provisions of this Scheme are found to be or are interpreted to be inconsistent with any of the said provisions of the IT Act at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of the IT Act shall prevail. This Scheme shall stand modified to the extent determined necessary to comply with the said provisions. Such modification will not affect other parts of this Scheme. The power to make such amendments as may become necessary shall vest with the respective Boards of Directors of the Companies, which power can be exercised at any time and shall be exercised in the best interests of the Companies, their shareholders and other stakeholders.
- 15.2. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and tax returns, if and to the extent required, in accordance with applicable law

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PART D

CANCELLATION, ACCOUNTING TREATMENT, DISSOLUTION OF THE TRANSFEROR COMPANIES, AND OTHER RELEVANT CLAUSES

16. CANCELLATION OF SHARES HELD BY THE TRANSFeree COMPANY

16.1. Transferor Companies are wholly owned subsidiaries of the Transferee Company, accordingly, upon the Scheme becoming effective, all the equity shares as held by the Transferee Company in the equity share capital of the Transferor Companies either by itself or through its nominees shall stand cancelled and extinguished. Therefore, there will be no issuance and allotment of shares as consideration by the Transferee Company to the shareholders of the Transferor Companies upon coming into effect of the Scheme. The investments in the shares of the Transferor Companies, appearing in the books of accounts of Transferee Company shall, without any further act or deed, stand cancelled.

17. ACCOUNTING TREATMENT

A. In the Book of the Transferee Company:

17.1. Notwithstanding anything else contained in the Scheme, the Transferee Company shall account for the amalgamation of the Transferor Company No. 1 and Transferor Company No. 2 (together referred to as Transferor Companies) in accordance with the Pooling of Interest Method of accounting as laid down in Appendix C of Indian Accounting Standard ("Ind AS") 103 (Business Combinations of entities under common control) notified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time) in its standalone financial statement such that:

- i. Transferee Company shall record all the assets and liabilities, if any of the Transferor Companies vested in it pursuant to this Scheme, at the carrying

values as appearing in the standalone financial statements of Transferor Companies.

- ii. The identity of the reserves pertaining to the Transferor Companies shall be preserved and the Transferee Company shall record the reserves of the Transferor Companies in the same form and at the carrying values as appearing in the standalone financial statements of the Transferor Companies, subject to clause (iv).
- iii. Pursuant to the merger of the Transferor Companies with the Transferee Company, the inter-company balances between the Transferee Company and/or the Transferor Companies, if any, shall stand cancelled and there shall be no further obligation in that behalf;
- iv. The value of investments held by the Transferee Company in the Transferor Companies, represented by its share capital and securities premium, if any, of the Transferor Companies shall stand cancelled and there shall be no further obligation in that behalf;
- v. The surplus, if any, arising after taking the effect clauses (i) to (iv), shall be adjusted in "Capital Reserve" in the financial statements of the Transferee Company. The deficit, if any, arising after taking the effect of clauses (i) to (iv) and adjusting existing balance of capital reserve, if any, shall be debited to Retained Earnings in the financial statements of the Transferee Company.
- vi. In case of any difference in accounting policy between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company will prevail to ensure that the financial statements of Transferee Company reflect the financial position based on consistent accounting policies.

- vii. The comparative financial information in the standalone financial statements of the Transferee Company shall be restated for the accounting impact of merger as stated above, as if the merger had occurred from the beginning of the comparative period presented. However, if the entities came under common control after that date, the prior period information shall be restated only from that date;
- viii. For accounting purpose, the Scheme will be given effect on the date when all substantial conditions for merger of Transferor Companies with the Transferee Company are completed
- ix. Any matter not dealt with in Clause hereinabove shall be dealt with in accordance with the requirements of applicable Indian Accounting Standards

B. In the books of Transferor Companies:

- 17.2. Upon the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound up and hence, there is no accounting treatment prescribed under this Scheme in the books of accounts of the Transferor Companies.

18. COMBINATION OF AUTHORISED SHARE CAPITAL AND AMENDMENT OF MEMORANDUM OF ASSOCIATION OF TRANSFEE COMPANY

- 18.1. Upon the Scheme becoming effective, the authorized share capital of the Transferor Companies shall be transferred to and be combined with the authorized share capital of the Transferee Company.
- 18.2. Upon this Scheme coming into force, the Capital Clause i.e., Clause V of the Memorandum of Association of the Transferee Company shall, without any

further act, instrument or deed, stand altered, modified and amended pursuant to Sections 13 and 230 to 232 and other applicable provisions of the Act.

- 18.3. Upon this Scheme being sanctioned and taking effect in accordance with applicable law, the provisions contained herein shall be deemed sufficient for the purposes of effecting the aforementioned amendments and increase of authorized share capital of the Transferee Company pursuant to Clause 18.1 and no resolution(s) or approval from the shareholders under the other applicable provisions of the Act, if any, would be required to be passed separately.
- 18.4. In accordance with Section 232(3)(i) of the Act and the Applicable Law, the stamp duties and/ fees (including registration fees) paid on the authorized share capital of the Transferor Companies shall be utilized and applied to the increased authorized share capital of the Transferee Company pursuant to Clause 18.1 above and no stamp duties and/ fees would be payable for increase in the authorized share capital of the Transferee Company to the extent of fees already paid in relation to the authorized share capital of the Transferor Companies.

19. SAVING OF CONCLUDED TRANSACTIONS

- 19.1. The transfer and vesting of the entire business and Transferred Undertaking of the Transferor Companies pursuant to this Scheme, and the continuance of proceedings under Clause 12 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on or after the Appointed Date for amalgamation till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto, as if done and executed on its behalf.

20. DISSOLUTION OF THE TRANSFEROR COMPANIES

- 20.1. On the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound up and without any further act or deed by the parties.
- 20.2. On and with effect from the Effective Date, the name of the Transferor Companies shall be struck off from the records of the appropriate Registrar of Companies.
- 20.3. Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Companies and realize all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Companies in the name of the Transferee Company in so far as may be necessary until the transfer and vesting of rights and obligations of the Transferor Companies to the Transferee Company under this Scheme is formally effected by the parties concerned.

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PART E

GENERAL TERMS AND CONDITIONS

21. APPLICATION TO NCLT

- 21.1. The Transferor Companies and the Transferee Company shall make all necessary joint or separate applications / petitions under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with rules & regulations framed in this regard to the NCLT for sanction of this Scheme and other incidental matters thereto under the provisions of the law including but not limited to seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the members and/or creditors of the Transferor Companies /Transferee Company, as may be directed by the NCLT or such other appropriate authority.
- 21.2. The Transferor Companies shall take all necessary steps for sanctioning of this Scheme and obtain such other approvals, if any, required under the law.

22. MODIFICATIONS AND AMENDMENTS OF THE SCHEME

- 22.1. The Transferor Companies and the Transferee Company by their respective Boards or a committee of Board (on behalf of all the stakeholders concerned including but not limited to shareholders, creditors, etc.) may by own volition undertake necessary modifications/amendments or assent to any modifications/amendments to the Scheme or to any conditions or limitations that the NCLT and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board). The Transferee Company's Board including any committee of Board and the Transferor Companies' Board be and is 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 other authorities or otherwise howsoever arising out of or under or by virtue of the

Scheme and/or any matter concerned or connected therewith and to do all acts, deeds, matters and things and take all such steps as may be necessary, desirable or expedient for putting the Scheme into effect.

- 22.2. In the event of any of the conditions imposed by the NCLT or other authorities, which the Transferee Company and/or the Transferor Companies may find unacceptable for any reason, in whole or in part, or where owing to unavoidable commercial constraints, involving the stakeholders (such as the shareholders and/or creditors) of the Companies, the Boards of the Transferee and the Transferor Companies deem it necessary to withdraw from giving effect to the Scheme then the Boards of the Transferee Company and the Transferor Companies, by mutual consent, may take necessary action(s) at any time before Effectiveness of the Scheme, for withdrawing the Scheme.

23. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

- 23.1. This Scheme is conditional upon and subject to:

- a) The approval by the requisite majority of each class of the respective members and creditors of the Transferor Companies, as required under the Act or dispensing the meetings of the Creditors and Shareholders of the Transferor Companies and Transferee Company, as may be directed by the NCLT;
- b) The sanction of the Scheme by the NCLT under Sections 230 to 232 of the Act in favour of the Transferee Company and the Transferor Companies, as the case may be, under the said provisions and to the necessary order sanctioning the Scheme being obtained;
- c) The requisite consent, approval or permission of any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme;

d) Certified copy of the order of the NCLT sanctioning the Scheme being filed with the jurisdictional Registrar of Companies, separately by the Transferee Company and Transferor Companies.

23.2. Upon this Scheme being sanctioned and taking effect in accordance with applicable law, it shall be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the merger set out in this Scheme, related matters and this Scheme itself.

24. EFFECT OF NON-RECEIPT OF APPROVALS

24.1. In the event any of the approvals or sanctions referred to in Clause 23.1 above not being obtained or conditions enumerated in the Scheme not being complied with, or for any other reason, the Scheme cannot be implemented, the Boards of Directors or committee empowered thereof of the Transferee Company and the Transferor Companies 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.

24.2. The Board of Directors of the Transferee Company and the Transferor Companies shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme could have adverse implications on the Transferee Company and the Transferor Companies.

25. CONSENT OF MEMBERS AND DIRECTORS

25.1. On the approval of the Scheme by the members of the Transferor Companies and the Transferee Company pursuant to Section 230-232 of the Act, it shall be deemed that the said members have also accorded all relevant consents under

Section 13 and any other provisions of the Act, to the extent the same may be considered applicable.

- 25.2. The directors of the Transferee Company and the Transferor Companies may be deemed to be concerned and/or interested in the Scheme to the extent of their shareholding in the company, or to the extent the said directors are common directors in the company, or to the extent the said directors are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust, that hold shares in the company.

26. BINDING EFFECT

- 26.1. Upon the Scheme becoming effective, the same shall be binding on the Transferor Companies, the Transferee Company and all concerned parties (including but not limited to shareholders, creditors, employees, concerned regulations authorities, etc.) without any further act, deed, matter or thing.

27. SEVERABILITY

- 27.1. If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Companies, affect the validity or implementation of the other parts and/ or provisions of this Scheme.

28. COSTS, CHARGES AND EXPENSES

- 28.1. All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

29. BANK ACCOUNT

- 29.1. It is hereby clarified that with effect from the Effective Date and till such time that the name of the bank accounts of the Transferor Companies is replaced with

that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Companies in so far as may be necessary. All the cheques and other negotiable instruments received or presented for encashment bearing the name of the Transferor Companies after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE 141st MEETING OF BOARD OF DIRECTORS OF LENSKART SOLUTIONS LIMITED (FORMERLY KNOWN AS LENSKART SOLUTIONS PRIVATE LIMITED) HELD ON THURSDAY, JULY 2, 2026 AT 2:30 P.M. IST AT LENSKART HQ, GROUND FLOOR, VIPUL TECH SQUARE, GOLF COURSE ROAD, SECTOR 43, GURUGRAM, HARYANA, INDIA

APPROVAL OF THE SCHEME OF AMALGAMATION PROPOSED TO BE FILED BEFORE NATIONAL COMPANY LAW TRIBUNAL (“NCLT”) PURSUANT TO SECTION 230 TO 232 OF THE COMPANIES ACT, 2013 AND THE RULES MADE THEREUNDER.

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Companies Act, 2013, as may be applicable, read with (a) the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; (b) any other applicable rules and/or regulations (including any statutory modification or re-enactment thereof); and (c) the relevant provisions of the Memorandum of Association and the Articles of Association of the Company and subject to the requisite approvals as may be applicable and/or necessary, including of the members and creditors of the Company, Hon'ble National Company Law Tribunal, Delhi Bench, New Delhi (“**NCLT**”), or such other regulatory/government authority as may be applicable, and subject to all such conditions and modifications as may be prescribed or imposed by any of the aforesaid authorities while granting such approvals, permissions and sanctions, which may be agreed to by the Company, upon recommendation of the Audit Committee, the consent of the Board be and is hereby accorded to the draft Scheme of Amalgamation (**"the Scheme"**) of Dealskart Online Services Private Limited (**"Transferor Company No. 1"**) and Lenskart Eyetech Private Limited (**"Transferor Company No. 2"**) with and into Lenskart Solutions Limited (**"Transferee Company"**) and their respective shareholders and creditors with effect from the Appointed Date, i.e. 1st April 2026, and on the terms and conditions set out in the Scheme placed before the Board of Directors, and the same be and is hereby accepted and approved.

RESOLVED FURTHER THAT since the Transferor Company No.1 and Transferor Company No.2 are wholly owned subsidiaries of the Transferee Company, no shares be issued by the Transferee Company as a consideration of the Scheme.

RESOLVED FURTHER THAT the Company being the shareholder of the Transferor Company No.1 and Transferor Company No.2 for this Scheme, hereby accords its consent to seek approval of the Hon'ble NCLT for the dispensation of the meeting of shareholders of the Transferor Company No.1 and Transferor Company No.2 for considering and approving the Scheme.

RESOLVED FURTHER THAT the Company being the creditor of the Transferor Company No.1 and Transferor Company No.2 for this Scheme, consent be and is hereby accorded to grant approval / no objection affidavit along with the other documents as may be required by the Transferor Company No.1 and Transferor Company No.2 or authorise the officials of the Company to attend the meeting of the creditors of the Transferor Company No. 1 and Transferor Company No.2, as the case may be.

RESOLVED FURTHER THAT Mr. Peyush Bansal (DIN: 02070081), Chairman, Managing Director and Chief Executive Officer; Ms. Neha Bansal (DIN: 02057007), Executive Director; Mr. Abhishek Gupta, Chief Financial Officer; and Mr. Ashish Kumar Srivastava, Company Secretary and Chief Compliance Officer of the Company, be and are hereby authorized to take all steps necessary in connection with the following:

Lenskart Solutions Limited

(Earlier known as Lenskart Solutions Private Limited)

Corporate Office: Ground Floor, Vipul Tech Square,
Golf Course Road, Sector- 43, Gurugram, Haryana 122009



- a) To finalize and settle the draft Scheme, with such modification(s) thereof as may be required;
- b) To make such alterations and changes in the draft Scheme, as may be expedient or necessary for satisfying the conditions or requirement imposed by the NCLT and/or any other statutory/regulatory authorities, as may be required, provided that prior approval of the Board of Directors shall be obtained for making any material changes in the draft Scheme as approved in this meeting;
- c) To finalize and settle the draft of the notices for convening/dispensing with the meetings of the shareholders and/or creditors of the Company and the draft of the explanatory statements under Section 230-232 of the Companies Act, 2013 in terms of the directions of NCLT, and assent to such alterations, conditions and modifications, if any, in the notices and explanatory statement as may be prescribed or imposed by NCLT or effect any other modification or amendment as they may consider necessary or desirable to give effect to the Scheme;
- d) Give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to the meaning or interpretation of the Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under law);
- e) Make necessary applications, petitions, appeals and judges summons to the competent authorities for the purpose of obtaining requisite approvals, recognitions, accreditation, including 'in principle' approvals as and when required before the NCLT or any Tribunal, industry and sectoral regulators, State or Central Government Authorities, or other Statutory/Regulatory Authorities;
- f) Verify, sign, deal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, undertake, record all deeds, declarations, instruments, vakalatnama, applications, petitions, affidavits, objections, notices and writings whatsoever as may be usual, necessary, proper or expedient and all manner of documents, petitions, affidavits and applications under the applicable laws including Companies Act, 2013, NCLT Rules and other applicable laws/regulations in relation to the aforesaid scheme and to represent the Company in all correspondences, matters and proceedings of any nature whatsoever in relation to the above;
- g) Authenticate any document, instrument, proceeding and record of the Company;
- h) Obtain the requisite approval and/or consents of the shareholders, secured lenders, secured creditors and unsecured creditors of the Company, banks, financial institutions and other regulatory authorities or entities or agencies as may be required and for that purpose, to initiate all necessary actions and to take other consequential steps as may be required from time to time in that behalf;
- i) File applications and/or petitions before the NCLT for the directions for holding/dispensing meetings of the shareholders and creditors, for sanction of the Scheme, for obtaining any other directions as may be required in connection to the Scheme;

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- j) To finalize and approve notice of meeting of shareholders, creditors, as may be required, along with the explanatory statement thereto
- k) To file requisite forms and any other documents with the Registrar of Companies, Regional Director, Official Liquidator and/or any other sectoral regulatory authority and to follow up for the same;
- l) Incur such other expenses as may be necessary with regard to the above transaction, including payment of fees to solicitors, merchant bankers, advisors, valuers, registrars, consultants and other agencies and such other expenses that may be incidental to the above, as may be decided by them;
- m) To withdraw the Scheme at any stage in the case or modification as required in the scheme by any shareholder, creditor, the Hon'ble NCLT and/or any other authority, and if the Scheme cannot be implemented otherwise and to do all such acts, deeds and things as they think necessary and desirable in connection therewith and incidental thereto; ;
- n) Consider, approve, sign and execute all other documents, advertisements, announcements, disclosures, etc. which may be sent/required to be sent to the concerned authorities on behalf of the Company;
- o) To sign and execute the request letters for obtaining the necessary No-Objection/sanction letters for the dispensation of the meetings of the shareholders/ creditors of the Company for approving the Scheme and thereafter submit the same on receipt thereof to the NCL T or any other appropriate authority;
- p) File requisite forms with the Registrar of Companies in connection with the Scheme during the process of sanction thereof and during the implementation of the Scheme;
- q) Draft necessary applications and file the same with various Statutory Authorities, as may be required for the purpose of sanction and/or implementation of the Scheme and to make such disclosures to governmental or regulatory authorities as may be required for the purpose;
- r) Sign, execute and deliver such documents as may be necessary and do all such other acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect for the purpose of the above resolutions or to otherwise give effect to the transactions contemplated as aforesaid;
- s) Do all such acts and things and deal with all such matters and take all steps as may be necessary including the modification of the Scheme, if required, and do all such other acts, matters, deeds and things necessary, proper or desirable in connection with or incidental to giving effect to the purposes of this Resolution.

RESOLVED FURTHER THAT the appointment of Mr. Abhishek Nahta, Practicing Chartered Accountant (having Membership Number: 513559), Ms. Avinash Kaur, Practicing Company Secretary (having Certificate of Practice: 18255 and Membership Number: F11430) or any other associate of PNAM & Co. LLP, having its office at F-14/15, Second Floor, Shivam House, Middle Circle, Connaught Place, New Delhi-110001 are hereby approved and be appointed by the Company as its true and lawful attorney to

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sign any application/document, to make appearance on behalf of the Company and further authorized to make the necessary alterations, corrections, additions/deletions and to execute any paper documents and carry all allied and other incidental jobs in connection with the documents, papers, filed/ furnished to NCLT or any other authority concerned for the proposed amalgamation and Mr. Peyush Bansal, Chairman, Managing Director and Chief Executive Officer; Ms. Neha Bansal, Executive Director; Mr. Abhishek Gupta, Chief Financial Officer; and Mr. Ashish Kumar Srivastava, Company Secretary and Chief Compliance Officer of the Company be and are hereby severally authorized to sign such letters of engagement or such other documents that will be necessary for formalizing the engagement with Mr. Abhishek Nahta and Ms. Avinash Kaur.

RESOLVED FURTHER THAT Mr. Peyush Bansal, Chairman, Managing Director and Chief Executive Officer; Ms. Neha Bansal, Executive Director; Mr. Abhishek Gupta, Chief Financial Officer; and Mr. Ashish Kumar Srivastava, Company Secretary and Chief Compliance Officer of the Company of the Company be and are hereby severally and individually authorized to sign any copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned.

RESOLVED FURTHER THAT this resolution shall remain in full force and effect until otherwise amended or rescinded by the Board.”

**Certified True Copy
For Lenskart Solutions Limited
(Formerly known as Lenskart Solutions Private Limited)**

**Ashish Kumar Srivastava
Company Secretary and Chief Compliance Officer
Membership No.: F5325**

Date: 02.07.2026
Place: Gurugram

Details under Regulation 30 of the SEBI Listing Regulations, 2015 read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026

Sr. No.	Particulars	Details
a	Name of the entity(ies) forming part of the amalgamation/merger, details in brief such as, size, turnover etc.	<p><u>Transferor Companies:</u></p> <p>Dealskart Online Services Private Limited (Transferor Company No. 1): Turnover – INR 6247.71 Mn. (as on March 31, 2026)</p> <p>Lenskart Eyetech Private Limited (Transferor Company No. 2): Turnover – INR 312.39 Mn. (as on March 31, 2026)</p> <p><u>Transferee Company:</u></p> <p>Lenskart Solutions Limited: Turnover – INR 52,478.35 Mn. (as on March 31, 2026)</p>
b	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “ arm’s length ”	<p>Transferor Company No. 1 and Transferor Company No. 2 are wholly owned subsidiaries of Transferee Company and therefore the proposed amalgamation is amongst related parties.</p> <p>The proposed amalgamation does not fall within purview of related party transactions in terms of Circular No. 30/2014 dated July 17, 2014 issued by the Ministry of Corporate Affairs. Further, pursuant to Regulation 23(5) of the LODR Regulations, the related party provisions are not applicable to the proposed Scheme.</p>
c	Area of business of the entity(ies)	<p>Transferor Company No. 1 is engaged in the business of providing manpower services, fixed asset leasing and other ancillary services to Lenskart’s retail operations.</p> <p>Transferor Company No. 2 is engaged in the business of providing training services to group personnel.</p> <p>Transferee Company is engaged in the business of manufacturing and retailing of eye-wear & related products.</p>
d	Rationale for amalgamation/merger	<ol style="list-style-type: none"> 1. Streamlining of group structure by elimination of multiple entities. 2. Consolidation of business activities to result in business synergies.
e	in case of cash consideration – amount or otherwise share exchange ratio	<p>Not applicable.</p> <p>As Transferor Company No. 1 and Transferor Company No. 2 are wholly owned subsidiaries of Transferee Company, no shares will be issued in consideration of the merger.</p>
f	brief details of change in shareholding pattern (if any) of listed entity	<p>There will be no change in the shareholding pattern of the Transferee Company as no shares are being issued pursuant to the merger.</p>

Annexure – 3

Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 (as updated from time to time):

Sr. No.	Particulars	Details
a	Name of the entity, date & country of incorporation, etc.	The proposed Joint Venture Company shall be incorporated under the name Lenskart Metalframes Private Limited or such other name as may be approved by the Central Registration Centre, Ministry of Corporate Affairs, Government of India. Country of Incorporation: India Date of Incorporation: Yet to be incorporated.
b	Name of holding company of the incorporated company and relation with the listed entity	The proposed entity shall be incorporated as a Joint Venture Company between Lenskart Solutions Limited (“ the Company ”) and Mingfeng Glassesworld Limited, China (“ MGL ”). Upon incorporation, the Company shall hold 80% of the paid-up equity share capital of the Joint Venture Company and MGL shall hold the remaining 20%.
c	Industry to which the entity being incorporated belongs	Manufacturing of metal spectacle frames and allied optical products.
d	Brief background about the entity incorporated in terms of products / line of business	The proposed Joint Venture Company shall undertake the business of manufacturing of metal spectacle frames and such allied optical products as may be agreed between the Joint Venture partners from time to time.
e	Brief details of any governmental or regulatory approvals required for the incorporation	Incorporation of the Joint Venture Company shall be subject to approval of the Ministry of Corporate Affairs and such other statutory or regulatory approvals as may be applicable. The requisite approval from the Government of India under Press Note 3, wherever applicable, has already been obtained.
f	Nature of consideration whether cash consideration or share swap and details of the same	Cash consideration.
g	Cost of subscription or the price at which the shares are subscribed	Equity Shares having face value of INR 10 each
h	Percentage of shareholding/ control by the Company and/or number of shares allotted	The Company shall subscribe to 8,000 Equity Shares of INR 10 each aggregating to INR 80,000, constituting 80% of the paid-up equity share capital of the Joint Venture Company. MGL shall subscribe to 2,000 Equity Shares aggregating to INR 20,000, constituting the remaining 20%.

Disclosure pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 (as updated from time to time) – Joint Venture Arrangement

Sr. No.	Particulars	Details
a	Name of the entity(ies) with whom the agreement / JV is signed.	Lenskart Solutions Limited (“ the Company ”) proposes to enter into a Joint Venture arrangement with Mingfeng Glassesworld Limited, China (“ MGL ”), for incorporation of a Joint Venture Company in India.
b	Area of agreement / JV	Manufacturing, technology collaboration, sourcing, and product development of metal spectacle frames and allied optical products.
c	Domestic / International	International Joint Venture
d	Share exchange ratio / JV ratio	The proposed Joint Venture Company shall be held in the ratio of 80:20 by the Company and MGL respectively. The initial paid-up share capital shall comprise 10,000 Equity Shares of INR 10 each, out of which 8,000 Equity Shares shall be subscribed by the Company and 2,000 Equity Shares shall be subscribed by MGL.
e	Scope of business operation of agreement / JV	The Joint Venture shall undertake the business of manufacturing, assembling, processing, sourcing, marketing and sale of metal spectacle frames, facilitate technology collaboration and strengthen domestic manufacturing capabilities.
f	details of consideration paid / received in agreement / JV	The Company proposes to make an initial investment of INR 80,000 towards subscription of 8,000 Equity Shares of the proposed Joint Venture Company. MGL shall invest INR 20,000 towards subscription of 2,000 Equity Shares.
g	significant terms and conditions of agreement / JV in brief	The JV agreement is yet to be executed.
h	whether the acquisition would fall within related party transactions and whether, the said parties are related to promoter/promoter group/ group companies have any interest in the entity being acquired? If yes, whether the same is done at “arm’s length”	Upon incorporation, the Joint Venture Company shall become a related party of the Company in accordance with the applicable provisions of the Companies Act, 2013 and the SEBI LODR Regulations. MGL is not related to the promoter, promoter group or group companies of the Company. The proposed transaction is intended to be undertaken on an arm’s length basis.
i	size of the entity(ies)	The proposed Joint Venture Company shall be incorporated with an initial paid-up equity share capital of INR 1,00,000 divided into 10,000 Equity Shares of INR 10 each.
j	rationale and benefit expected	The proposed Joint Venture is expected to strengthen the Company’s backward integration strategy, enhance domestic manufacturing capabilities, facilitate technology collaboration, improve supply chain resilience, optimise procurement efficiencies and support the Company’s long-term growth strategy.
	In the event that any such arrangement is called off for any reason, the same shall be disclosed along with the reasons for calling off the proposal.	Not Applicable