



Zenlabs Ethica Ltd.

CIN NO. : L74900CH1993PLC033112, GSTIN NO. : 03AAFCS6226G1ZL

Regd. Office : Plot No. 194-195, 3rd Floor, Industrial Area, Phase-II, Chandigarh -160 002

Tel. : 0172-465 1105, Fax : 0172-265 6855

E-mail: queries@zenlabsethica.com, Website : www.zenlabsethica.com

The General Manager
Corporate Relationship Department
BSE LIMITED
Phiroze Jeejeebhoy Towers
Dalal Street, Mumbai-400001
Maharashtra

Date: 08-08-2026

SUB: INTIMATION UNDER REGULATION 30 OF SEBI (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015

Ref: Zenlabs Ethica Limited (Scrip Code: 530697)

Dear Sir/Ma'am,

Pursuant to Regulation 30 read with Para B of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that ZENLABS ETHICA LIMITED ("the Company") has entered into a Business Agreement with V NEXXTRA LIFESCIENCES PRIVATE LIMITED on 08.08.2026 for appointing V NEXXTRA LIFESCIENCES PRIVATE LIMITED as its Sole And Exclusive Distributor.

Further, the detailed disclosure as required under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with SEBI Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 updated on 30th January 2026, is enclosed as **Annexure A**.

Please take the same on your record and acknowledge the receipt.

Thanking You.

Yours Truly
For Zenlabs Ethica Limited

NIKUNJ GOEL
COMPANY SECRETARY & COMPLIANCE OFFICER

Encl: As Above



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Annexure-A

Sr. No.	Particulars	Details
1.	Name of the entity(ies) with whom agreement is signed	V NEXXTRA LIFESCIENCES PRIVATE LIMITED
2.	Area of agreement	To appoint V NEXXTRA LIFESCIENCES PRIVATE LIMITED as it's sole and exclusive distributor for the entire territory, for the sale, marketing, promotion and distribution of the entire portfolio of products of Zenlabs Ethica Limited and its subsidiaries, on the terms and conditions contained in this agreement.
3.	Domestic/international	Domestic
4.	Share exchange ratio / JV ratio	Not Applicable
5.	Scope of business operation of agreement	V Nexxtra Lifesciences Private Limited shall be responsible for the marketing and promotion of the Zenlabs Ethica Limited's products throughout India, including the appointment and management of distributors, stockists and sales personnel. V Nexxtra Lifesciences Private Limited shall also be responsible for sales planning, forecasting, market development, collection of orders and payments and ensuring compliance with all applicable laws, rules, regulations, and other statutory requirements relating to the marketing, distribution and sale of the products. Further, V Nexxtra Lifesciences Private Limited shall be the sole agent for the Zenlabs Ethica Limited only, shall not be indulged in the similar activities of marketing and promotion of any other company without mutual consent or approval from Zenlabs Ethica Limited.
6.	Details of consideration paid / received in agreement	V Nexxtra Lifesciences Private Limited shall pay Zenlabs Ethica Limited margin at the rate of 5% of the Net Sales Value of Zenlabs Ethica Limited (exclusive of GST), payable



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		on or before the 10th day of the succeeding month along with the relevant sales/purchase statement. The margin payable shall be linked to the turnover achieved during the financial year 2026-27, subject to a minimum margin of 5% of the minimum turnover. However, with effect from financial year 2027-28 onwards, margin shall be payable at the rate of 5.5% of the Net Sales Value up to the target turnover for the relevant financial year, and shall get reduced to 5% overall, if the target turnover for that financial year is achieved.
7.	significant terms and conditions of agreement in brief	1. Zenlabs Ethica Limited shall supply the products in conformity with the applicable quality standards and all statutory and regulatory requirements. 2. V Nexxtra Lifesciences Private Limited guarantees the minimum annual sales turnover and shall target the turnover for each financial year as per the respective Business Agreement. 3. V Nexxtra Lifesciences Private Limited shall pay Zenlabs Ethica Limited margin at the rate of 5% of the Net Sale Value of Zenlabs Ethica Limited (exclusive of GST), payable on or before the 10th day of the succeeding month along with the relevant sales/purchase statement. 4. The credit period shall be up to seventy five (75) days from the date of invoice unless otherwise agreed in writing between the parties. 5. V Nexxtra Lifesciences Private Limited shall establish and maintain depots, warehouses and distribution centres at its own cost.



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		6. All expenses relating to the sales team shall be borne exclusively by V Nexxtra Lifesciences Private Limited. 7. V Nexxtra Lifesciences Private Limited shall ensure compliance with all applicable laws; rules and regulations governing the marketing, storage, transportation and distribution of pharmaceutical products. 8. V Nexxtra Lifesciences Private Limited shall have the right to identify and propose third-party manufacturing vendors; however, the final approval of any such third-party manufacturing facility shall rest exclusively with Zenlabs Ethica Limited's quality assurance team/ authority. 9. Considering that Zenlabs Ethica Limited undertakes manufacturing through its group companies, V Nexxtra Lifesciences Private Limited shall ensure that not less than 70% of its total procurement, in value terms, is sourced from Zenlabs Ethica Limited group companies. 10. All trademarks, brand names, logos, product registrations, copyrights and other intellectual property shall remain the exclusive property of Zenlabs Ethica Limited. V Nexxtra Lifesciences Private Limited shall not claim any ownership therein.
8.	Whether the acquisition would fall within related party transactions and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and	No



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	details thereof and whether the same is done at "arm's length	
9.	Size of the entity(ies)	Not Applicable
10.	Rationale and benefit expected	To strengthen the Company's sales and distribution network, enhance market penetration, and improve customer reach through a dedicated and specialized marketing channel.