

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY SHAREHOLDERS AT THE ANNUAL GENERAL MEETING OF THE COMPANY M/S JEENA SIKHO LIFECARE LIMITED HELD ON MONDAY, 29TH DAY OF SEPTEMBER, 2025 AT 12:00 NOON AT FIRST FLOOR, PARLE G GODOWN, CITY ENCLAVE, BACK SIDE JP HOSPITAL, NEAR ANAND COMPLEX, ZIRAKPUR, MAIN ROAD, SAS NAGAR, PUNJAB 140603.

Approval of Jeena Sikho Employees Stock Option Scheme, 2025 for Eligible Employee of the Company:

“RESOLVED THAT pursuant to the provisions of Section 62(1)(b) and all other applicable provisions of the Companies Act, 2013 (“the Act”) read with the rules framed thereunder, the Securities and Exchange Board of India (Share Based Employee Benefits & Sweat Equity) Regulations, 2021 (the “SEBI Regulations”), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the “Listing Regulations”), the circulars/ guidelines/ other regulations issued by the Securities and Exchange Board of India (“SEBI”), the Memorandum and Articles of Association of the Company and all other applicable regulations, rules and circulars/ guidelines in force, from time to time (including any statutory modification or re-enactment thereof for the time being in force) and subject to such other approvals, permissions and sanctions, as may be necessary and such condition(s) and modification(s) as may be prescribed or imposed, while granting such approvals, permissions and sanctions and subject to acceptance of such condition(s) or modification(s) by the Board of Directors of the Company (hereinafter referred to as the “Board”, which term shall include the Nomination and Remuneration Committee duly constituted by the Board, which has been designated as the Compensation Committee in pursuance of Regulation 5 of the SEBI Regulations to exercise its powers, including the powers conferred by this resolution); the consent and approval of the members of the Company be and is hereby accorded to the Jeena Sikho Employees Stock Option Scheme, 2025 (“Scheme”/“ESOS Scheme”/“ESOS 2025”) and to authorize the Board to create, offer, grant and issue from time to time, in one or more tranches, not exceeding 2,50,000 (Two Lakh Fifty Thousand) employee stock options under Jeena Sikho Employees Stock Option Scheme, 2025, exercisable into equal number of equity shares of face value of Rs. 2/- (Rupees Two) each fully paid-up of the Company, for the benefit of (i) employees of the Company, who is exclusively working in India or outside India; and/ or (ii) directors of the Company, whether a whole-time director or not, including a non-executive director, who is not a promoter or member of the promoter group, but excluding an independent director (selected on the basis of criteria decided by the Board) under the ESOS 2025, but does not include (a) an employee who is a promoter

JEENA SIKHO LIFECARE LIMITED

120* AYURVEDA CLINICS & HOSPITALS | FREEDOM FROM 2D DISEASES & DRUGS

Registered Office Address:

SCO-II, Kalgidhar Enclave, Baltana, Zirakpur,
Punjab-140604, 01762-513185
CIN NO.: L52601PB2017PLC046545

Corporate Office Address:

B-26, Opp. Metro Pillar No. 223, Rohtak Road,
New Multan Nagar, Delhi - 110056
Email ID.: cs@jeenasikho.com | www.jeenasikho.com

or a person belonging to the promoter group; or (b) a director who, either himself or through his relative or through any body-corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the company (hereinafter referred to as "Eligible Employees").

RESOLVED FURTHER THAT the Board be and is hereby authorised to formulate, evolve, decide upon and implement the ESOS 2025 on the terms and conditions contained therein and stated in the explanatory statement annexed hereto including instances, where such Stock Options shall lapse and to grant such number of Stock Options, to such employees and Directors of the Company, at such other price, at such time and on such terms and conditions as set out in the ESOS 2025 and as the Board may in its absolute discretion think fit, subject to SEBI Regulations and other applicable laws and to make any modification(s), change(s), variation(s), alteration(s) or revision(s) in terms and conditions of the ESOS 2025 from time to time including but not limited to amendments with respect to vesting period, exercise price, eligibility criteria, vesting schedule, vesting conditions, withdraw or revive the ESOS 2025, as the Board may, in its absolute discretion, think fit, subject to SEBI Regulations and other applicable laws.

RESOLVED FURTHER THAT in the event of any Corporate Action such as bonus issue, rights issue, stock split, merger, de-merger, transfer of undertaking, sale of a division or any such capital or corporate restructuring, subject to the provisions of the ESOS 2025; the number of Options (vested as well as unvested) or the Exercise Price in respect of the Options or both the number and the Exercise Price, may be determined after making fair and reasonable adjustments, by the Company in consultation with the Compensation Committee, to be such number and/or Exercise price as is appropriate in accordance with the SEBI guidelines and other applicable provisions provided that (i.) the number and price of Options shall be adjusted in a manner such that total value to the Participant remains the same after the corporate action and (ii.) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Participant.

RESOLVED FURTHER THAT the new Equity Shares to be issued and allotted by the Company upon the exercise of Stock Options, shall rank pari-passu in all respect including dividend with then existing Equity Shares of the Company.

RESOLVED FURTHER THAT the Board be and is hereby authorised to make any variation, amendment, modification or alteration in the ESOS 2025 as it may deem fit, from time to time in its absolute discretion, subject to and in conformity with the provisions of the Act, the SEBI Regulations and other applicable laws, unless such variation, amendment, modification or alteration is detrimental to the interest of the Eligible Employees, who have been granted Stock Options.

RESOLVED FURTHER THAT the Company shall conform to the accounting policies prescribed from time to time under the SEBI Regulations, Act and any other applicable laws and regulations to the extent relevant and applicable to ESOS 2025.

RESOLVED FURTHER THAT the Board be and is hereby authorised to do all such acts, deeds, matters and things including the appointment of or authorizing or directing the appointment of various intermediaries, experts, professionals, independent agencies and other advisors, merchant bankers, valuers, consultants or representatives, being incidental to the effective implementation and administration of the ESOS 2025 as it may, in its absolute discretion deem fit, for the aforesaid purpose and also to settle any issues, questions, difficulties or doubts that may arise in this regard at any stage, without being required to seek any further consent or approval of the shareholders of the Company to the end and intent that the shareholders shall be deemed to have given their approval thereto expressly by the authority of this resolution, and further to execute all such deeds, documents, writings and to give such directions and / or instructions as may be necessary, proper or expedient to give effect to any modification, alteration, amendment, suspension, withdrawal or termination of ESOS 2025 and to take all such steps and do all such acts as may be incidental or ancillary thereto.”

CERTIFIED TRUE COPY

JEENA SIKHO LIFECARE LIMITED

For JEENA SIKHO LIFECARE LIMITED


Managing Director

Manish Grover
(Managing Director)
DIN No.: 07557886

For JEENA SIKHO LIFECARE LIMITED



Director

Bhavna Grover
(Whole-Time Director)
DIN No.: 07557913

Date: 29th September, 2025

Place: Zirakpur, Punjab



Health | Wealth | Happiness

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY SHAREHOLDERS AT THE ANNUAL GENERAL MEETING OF THE COMPANY M/S JEENA SIKHO LIFECARE LIMITED HELD ON MONDAY, 29TH DAY OF SEPTEMBER, 2025 AT 12:00 NOON AT FIRST FLOOR, PARLE G GODOWN, CITY ENCLAVE, BACK SIDE JP HOSPITAL, NEAR ANAND COMPLEX, ZIRAKPUR, MAIN ROAD, SAS NAGAR, PUNJAB 140603.

Extension of the Jeena Sikho Employee Stock Option Scheme 2025, to the Eligible Employees of the Group Companies:

“Resolved That pursuant to the provisions of Section 62(1)(b) and all other applicable provisions of the Companies Act, 2013 (“the Act”) read with the rules framed thereunder, the Securities and Exchange Board of India (Share Based Employee Benefits & Sweat Equity) Regulations, 2021 (the “SEBI Regulations”), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the “Listing Regulations”), the circulars/ guidelines/ other regulations issued by the Securities and Exchange Board of India (“SEBI”), the Memorandum and Articles of Association of the Company and all other applicable regulations, rules and circulars/ guidelines in force, from time to time (including any statutory modification or re-enactment thereof for the time being in force) and subject to such other approvals, permissions and sanctions, as may be necessary and such condition(s) and modification(s) as may be prescribed or imposed, while granting such approvals, permissions and sanctions and subject to acceptance of such condition(s) or modification(s) by the Board of Directors of the Company (hereinafter referred to as the “Board”, which term shall include the Nomination and Remuneration Committee duly constituted by the Board, which has been designated as the Compensation Committee in pursuance of Regulation 5 of the SEBI Regulations to exercise its powers, including the powers conferred by this resolution); the consent and approval of the members of the Company be and is hereby accorded to the Jeena Sikho Employees Stock Option Scheme, 2025 (“Scheme”/“ESOS Scheme”/“ESOS 2025”) and to authorize the Board to create, offer, grant and issue from time to time, in one or more tranches, not exceeding 2,50,000 (Two Lakh Fifty Thousand) employee stock options under the overall limit of 2,50,000 employee stock options under the Jeena Sikho Employees Stock Option Scheme, 2025, exercisable into equal number of equity shares of face value of Rs. 2/- (Rupees Two) each fully paid-up of the Company, for the benefit of (i) employees, who is exclusively working in India or outside India; and/ or (ii) directors, whether a whole-time director or not,

JEENA SIKHO LIFECARE LIMITED

120+ AYURVEDA CLINICS & HOSPITALS | FREEDOM FROM 2D DISEASES & DRUGS

Registered Office Address:

SCO-II, Kalgidhar Enclave, Baltana, Zirakpur,
Punjab-140604, 01762-513185
CIN NO.: L52601PB2017PLC046545

Corporate Office Address:

B-26, Opp. Metro Pillar No. 223, Rohtak Road,
New Multan Nagar, Delhi - 110056
Email ID: cs@jeenasikho.com | www.jeenasikho.com

including a non-executive director, who is not a promoter or member of the promoter group, but excluding an independent director (selected on the basis of criteria decided by the Board) under the ESOS 2025, of a group company, including subsidiary or its associate company, in India or Outside India, or of a holding company of the Company, present or future, but does not include (a) an employee who is a promoter or a person belonging to the promoter group; or (b) a director who, either himself or through his relative or through any body-corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the company (hereinafter referred to as "Eligible Employees").

RESOLVED FURTHER THAT the Board be and is hereby authorised to formulate, evolve, decide upon and implement the ESOS 2025 on the terms and conditions contained therein and stated in the explanatory statement annexed hereto including instances, where such Stock Options shall lapse and to grant such number of Stock Options, to such employees and Directors of a group company, including subsidiary or its associate company, in India or Outside India, or of a holding company of the Company, at such other price, at such time and on such terms and conditions as set out in the ESOS 2025 and as the Board may in its absolute discretion think fit, subject to SEBI Regulations and other applicable laws and to make any modification(s), change(s), variation(s), alteration(s) or revision(s) in terms and conditions of the ESOS 2025 from time to time including but not limited to amendments with respect to vesting period, exercise price, eligibility criteria, vesting schedule, vesting conditions, withdraw or revive the ESOS 2025, as the Board may, in its absolute discretion, think fit, subject to SEBI Regulations and other applicable laws.

RESOLVED FURTHER THAT in the event of any Corporate Action such as bonus issue, rights issue, stock split, merger, de-merger, transfer of undertaking, sale of a division or any such capital or corporate restructuring, subject to the provisions of the ESOS 2025; the number of Options (vested as well as unvested) or the Exercise Price in respect of the Options or both the number and the Exercise Price, may be determined after making fair and reasonable adjustments, by the Company in consultation with the Compensation Committee, to be such number and/or Exercise price as is appropriate in accordance with the SEBI guidelines and other applicable provisions provided that (i.) the number and price of Options shall be adjusted in a manner such that total value to the Participant remains the same after the corporate action and (ii.) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Participant.

RESOLVED FURTHER THAT the new Equity Shares to be issued and allotted by the Company upon the exercise of Stock Options, shall rank pari-passu in all respect including dividend with then existing Equity Shares of the Company.

RESOLVED FURTHER THAT the Board be and is hereby authorised to make any variation, amendment, modification or alteration in the ESOS 2025 as it may deem fit, from time to time in its absolute discretion, subject to and in conformity with the provisions of the Act, the SEBI Regulations and other applicable laws, unless such

variation, amendment, modification or alteration is detrimental to the interest of the Eligible Employees, who have been granted Stock Options.

RESOLVED FURTHER THAT the Company shall conform to the accounting policies prescribed from time to time under the SEBI Regulations, Act and any other applicable laws and regulations to the extent relevant and applicable to ESOS 2025.

RESOLVED FURTHER THAT the Board be and is hereby authorised to do all such acts, deeds, matters and things including the appointment of or authorizing or directing the appointment of various intermediaries, experts, professionals, independent agencies and other advisors, merchant bankers, valuers, consultants or representatives, being incidental to the effective implementation and administration of the ESOS 2025 as it may, in its absolute discretion deem fit, for the aforesaid purpose and also to settle any issues, questions, difficulties or doubts that may arise in this regard at any stage, without being required to seek any further consent or approval of the shareholders of the Company to the end and intent that the shareholders shall be deemed to have given their approval thereto expressly by the authority of this resolution, and further to execute all such deeds, documents, writings and to give such directions and / or instructions as may be necessary, proper or expedient to give effect to any modification, alteration, amendment, suspension, withdrawal or termination of ESOS 2025 and to take all such steps and do all such acts as may be incidental or ancillary thereto.”

CERTIFIED TRUE COPY

JEENA SIKHO LIFECARE LIMITED

For JEENA SIKHO LIFECARE LIMITED

Manish Grover

Manish Grover Managing Director
(Managing Director)
DIN No.: 07557886

For JEENA SIKHO LIFECARE LIMITED

Bhavna

Bhavna Grover
(Whole-Time Director)
DIN No.: 07557913

Director

Date: 29th September, 2025

Place: Zirakpur, Punjab

**EXPLANATORY STATEMENTS PURSUANT TO SECTION 102(1) OF THE COMPANIES
ACT, 2013**

Item No. 7 & 8

Stock Options have long been recognized internationally as an effective instrument to align the interest of employees with those of the Company and its Shareholders, providing an opportunity to employees to share the growth of the Company, and to create long term wealth in the hands of the employees. It creates a sense of ownership between the Company and its employees, paving the way for a unified approach to the common objective of enhancing overall Shareholder's value.

Your Company is proposing to introduce an Employee Stock Option Scheme for the employees and the directors of the Company (including of the group company, including subsidiary, holding or its associate company), to remunerate them for their service and the expertise they bring to the organization. The proposed Scheme is proposed to be titled as "Jeena Sikho Employees Stock Option Scheme 2025" ("Scheme"/ "ESOS Scheme"/ "ESOS 2025")

Board of Directors ("the Board") of the Company upon the recommendation of the Nomination and Remuneration Committee in its meeting held on 27.08.2025 approved introduction of Jeena Sikho Employees Stock Option Scheme 2025, subject to the approval of the Members and concerned regulatory authorities and subject to the provisions of the Securities and Exchange Board of India (Share Based Employee Benefits & Sweat Equity) Regulations, 2021 (the "SEBI Regulations") and authorized the Compensation Committee/ Nomination & Remuneration Committee ("the Committee"), to formulate the detailed terms and conditions of ESOS 2025 and to administer and implement the same in accordance with the provisions of the SEBI Regulations. The Nomination and Remuneration Committee of Directors of the Company shall act as the Compensation Committee under Regulation 5 of the SEBI Regulations, which has been authorised to inter alia formulate, administer and supervise ESOS 2025 including framing of its terms and conditions in terms of the SEBI Regulations.

The Company seeks Members' approval in respect of the aforesaid scheme and grant of stock options to the following employees (selected on the basis of criteria decided by the Board), to the extent and in the manner as may be permissible under the relevant provisions of the Companies Act, 2013, rules made there under and the SEBI Regulations and other applicable provisions:

- i. an employee, who is exclusively working in India or outside India; or
- ii. a director of the company, whether a whole-time director or not, including a non-executive director who is not a promoter or member of the promoter group, but excluding an independent director; or
- iii. an employee as defined in sub-clauses (i) or (ii), of a group company including subsidiary or its associate company, in India or Outside India, or of a holding company of the company, but does not include:
 - (a) an employee who is a promoter or a person belonging to the promoter group; or
 - (b) a director who, either himself or through his relative or through any body-corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the company;

The broad terms and conditions of ESOS 2025 and other particulars as per Part-C of Schedule-I of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 are as below:

a) Brief description of the Scheme:

Jeena Sikho Employees Stock Option Scheme, 2025 is intended to reward the Eligible Employees for their contribution to the success of the Company and to provide an incentive to continue contributing

to the success of the Company. It is envisaged that the Scheme is to attract, reward, motivate and retain its employees for high levels of individual performance which will ultimately contribute to the success of the Company.

Subject to applicable law and terms and conditions of the Scheme, the Eligible Employees, who has been granted stock options ("Grantee") shall be entitled to subscribe to the equity shares within certain time period ("Exercise Period") upon fulfilment of such conditions ("Vesting") and payment of an exercise price ("Exercise Price").

b) Total number of Options to be offered and granted:

The maximum number of Shares that may be issued pursuant to exercise of Options granted to the Participants under the ESOS Scheme shall not exceed 2,50,000 (Two Lakh Fifty Thousand only) Equity Shares of the Company of Rs. 2 each. The Company reserves the right to increase or reduce such number of Shares as it deems fit. Provided that all Options that have lapsed (including those having lapsed by way of forfeiture) shall be added back to the number of Options that are pending to be granted.

It is clarified that as the Scheme is not proposed to be implemented through Trust; there won't be any secondary market acquisition for the purpose of implementation of the Scheme.

It is clarified that, in the event of any Corporate Action such as bonus issue, rights issue, stock split, merger, de-merger, transfer of undertaking, sale of a division or any such capital or corporate restructuring, subject to the provisions of the ESOS 2025; the number of Options (vested as well as unvested) or the Exercise Price in respect of the Options or both the number and the Exercise Price, may be determined after making fair and reasonable adjustments, by the Company in consultation with the Compensation Committee, to be such number and/or Exercise price as is appropriate in accordance with the SEBI guidelines and other applicable provisions provided that (i.) the number and price of Options shall be adjusted in a manner such that total value to the Participant remains the same after the corporate action and (ii.) the Vesting Period and the life of the Options shall be left unaltered as far as possible to protect the rights of the Participant.

c) Identification of classes of employees entitled to participate in ESOS 2025:

An Employee shall be eligible to participate in the Scheme, as determined by the Compensation Committee. Only Eligible Employees as defined herein are eligible under this Scheme. Subject to this, the Compensation Committee shall, at its sole discretion, determine, which Employee or category of Employees shall be eligible for Grant of Options and the terms of Grant thereof and accordingly, the Company would offer the Options to the identified Eligible Employees based on the performance, experience, loyalty, etc.

Where any Employee is a director nominated by an institution as its representative on the Board of Directors of the company:

(i) the contract or agreement entered into between the institution nominating its employee as the director of a company and the director so appointed shall, inter alia, specify the following:

a. whether the grants by the company under its scheme(s) can be accepted by the said employee in his capacity as director of the company;

b. that grant if made to the director, shall not be renounced in favour of the nominating institution; and

c. the conditions subject to which fees, commissions, other incentives, etc. can be accepted by the director from the company.

(ii) the institution nominating its employee as a director of the company shall file a copy of the contract or agreement with the said company, which shall, in turn file the copy with all the recognized stock exchanges on which its shares are listed.

(iii) the director so appointed shall furnish a copy of the contract or agreement at the first board meeting of the company attended by him after his nomination.

It is clarified that the benefit of ESOS 2025 is extended to the Eligible Employee and Directors of a group company, including subsidiary or its associate company, in India or Outside India, or of a holding company of the Company, present or future.

The Grant of the Options by the Committee to the Grantee shall be made in writing and communicated to the Grantee. Such a Grant shall state the number of Options offered, the Exercise price and the closing date of accepting the offer.

The definition of Employees for the purpose of ESOS 2025 shall mean:

- i. an employee, who is exclusively working in India or outside India; or
- ii. a director of the company, whether a whole-time director or not, including a non-executive director who is not a promoter or member of the promoter group, but excluding an independent director; or
- iii. an employee as defined in sub-clauses (i) or (ii), of a group company including subsidiary or its associate company, in India or Outside India, or of a holding company of the company, but does not include:
 - (a) an employee who is a promoter or a person belonging to the promoter group; or
 - (b) a director who, either himself or through his relative or through any body-corporate, directly or indirectly, holds more than ten per cent of the outstanding equity shares of the company;

d) Requirements of vesting and period of vesting:

Any Grantee who wishes to accept an offer made, must deliver an Acceptance Form, prescribed by the Compensation Committee from time to time, duly completed as required therein to the Committee on or before the Closing date stated in the Grant letter.

Any Grantee who fails to return the Acceptance Form on or before the Closing date shall, unless the Committee determines otherwise, be deemed to have rejected the offer. Any Acceptance Form received after the Closing date shall not be valid.

Upon receipt of a duly completed Acceptance Form from the Grantee in respect of the Grant, the Grantee will become a Participant. The Committee may then issue to the Participant a statement, in such form as it deems appropriate, showing the number of Options, to which the Participant is entitled pursuant to the acceptance of such offer and the number of Shares for which the Participant will be entitled to subscribe pursuant to such Options.

Subject to the terms contained herein, the acceptance of a Grant made to a Grantee, shall conclude a contract between the Grantee and the Company, pursuant to which each Option shall, on such acceptance, be an Unvested Option.

As per SEBI ESOS Regulations, there shall be a minimum period of one year between the grant of options and vesting of options. Subject to Participant's continues employment with the Company and further subject to other clauses of the ESOS 2025; the Unvested Options shall vest with the Participant on the following dates as per the graded vesting plan:

Tranche	Vesting Date	Option to be Vested (as a % of total Granted Options)
1	Date being the date immediately after the date of expiry of One (1) year from the date of acceptance of the Options Granted to such Participant	20%
2	Date being the date immediately after the date of expiry of Two (2) years from the date of acceptance of the Options Granted to such Participant	30%
3	Date being the date immediately after the date of expiry of Three (3) years from the date of acceptance of the Options Granted to such Participant	50%

The date of Vesting would be determined in respect of different Options depending upon the different Grant Dates and difference dates of acceptance of such Grant of Options by the Participants.

e) Maximum period within which the Options shall be vested:

Please refer sub-clause (d) above. As detailed above, the maximum period within which the Options shall be vested will be three years from the date of acceptance of the Options Granted.

f) Exercise price or pricing formula:

The Exercise Price of the Option shall be Rs. 2/- (Rupees Two Only) each.

The total Exercise Price shall be paid to the Company in cash (through banking channel) upon Exercise of the Options. No amount is payable by the Grantee at the time of acceptance of Grant of Option.

g) Exercise period and the process of Exercise:

Subject to special provisions relating to the case of death of an employee before exercise of options, the Participant alone can exercise the Vested Option. The Participant can exercise the Vested Options within the Exercise Period. Such exercise may be of all Vested Options or part of the Vested Options in one or more tranches.

The Exercise Period shall commence from the date of Vesting and close on expiry of One Year from the last Vesting Date (i.e., Vesting Date of the 3rd Tranche of Vesting, as per sub-clause (d) above) for the respective Grant of Option. The Exercise Period can be extended only under special circumstances at the discretion of the Committee upon a specific request made by the Participant concerned to this effect.

No fraction of a Vested Option shall be exercisable in its fractional form.

Exercise of the Options shall take place at the time and place designated by the Committee or the Company and by executing such documents as may be required under the Applicable Laws to pass a valid title to the relevant Shares to the Participant, free and clear of any liens, encumbrances and transfer restrictions save for those set out therein.

An Option shall be deemed to be exercised only when the Committee receives notice of exercise and the Exercise Price in accordance of the Scheme from the person entitled to exercise the Option

On Exercise, the Participant can subscribe to the Shares on the full payment of the Exercise price and taxes, if any, required to be deducted by the Company/ reimbursed by the employee, in respect of exercise of the Option, and the Company shall allot the Shares to the Participants after completing the necessary formalities in this regard, or, if requested in writing by the Participant, to the Participant jointly with another person, provided the Committee / Company finds the Exercise form complete and conditions of the Scheme are complied with. Subsequent to allotment, no Participant should seek to sell or otherwise transfer the Shares until there is a confirmation from the Company that the listing procedures with respect to the allotted Shares have been completed.

There would not be any lock-in period for the shares issued consequent upon exercising the options under the ESOS 2025.

If the Participant does not Exercise his Vested Options within the time specified for the same, such unexercised, the Options shall lapse.

There shall be no cashless exercise of the Options. Further there shall not be any funding of financing by the Company for Exercise of Options.

Exercise in certain special cases:

On death of a Participant: In the event of death of the employee while in employment, all the Unvested Options/ Options Granted to him/ her till his/her death shall vest, with effect from the date of his/her death, in the legal heirs or nominees of such deceased employee, as the case may be. All the Vested Options (including Options Vested upon death of the employee) shall be permitted to be exercised within 1 (one) year from the date of his/ her death. However, under no circumstances, Options can be exercised by the legal heirs or nominees beyond this Exercise Period.

On disability of Participant: In case the employee suffers any permanent incapacity, while in employment, all the Unvested Options to him/ her under ESOS 2025 as on the date of permanent incapacitation, shall vest in him/her on that day. All the vested Options (including Options Vested upon permanent incapacitation) shall be permitted to be exercised within 1 (one) year from the date of termination of employment due to permanent incapacitation. However, under no circumstances option can be exercised beyond the Exercise period.

On attainment of Superannuation age: In case the service of the employee Participants with the Company is terminated due to retirement on superannuation, all the Unvested Options shall continue to vest as per normal schedule of Vesting even after the retirement or superannuation. Exercise of Options shall also be as per the normal schedule as per this ESOS 2025.

Termination with cause: In case the termination of employment of a Participant with the Company is with cause (i.e., negligence, fraud, professional misconduct, moral turpitude etc), his/ her Options (Vested as well as Unvested) shall lapse on the Termination Date.

Other termination: In case the service of the Participant with the Company is terminated due to resignation of the Participant from the Company or otherwise, all the Vested Options as on that date shall be permitted to be exercised within the normal Exercise Period, as mentioned in this Scheme. All Unvested Options on the date of termination shall lapse. It is clarified that re-appointment of Directors upon retirement by rotation shall be deemed to be continuity in tenure for the purpose of this Scheme.

Long Leave: Long leave of the Participant shall not have any effect on the Scheme as applicable to the Participant. However, in case the employee goes on long leave of over three months during the vesting

period, then the Committee reserves the right to extend the vesting period by a period not exceeding the leave period. Notwithstanding above, approved earned leave and sick leave as per the Company policy shall be included to calculate the Vesting Period.

Transfer of Employee: In the event that an Employee, who has been Granted benefits under the Scheme, is transferred or deputed to an associate company prior to vesting or exercise, the vesting and exercise as per the terms of grant shall continue in case of such transferred or deputed employee even after the transfer or deputation. In the event that an Employee who has been granted benefits under the Scheme, is transferred pursuant to scheme of arrangement, amalgamation, merger or demerger or continued in the existing company, prior to the vesting or exercise, the treatment of options in such case shall be specified in such scheme of arrangement, amalgamation, merger or demerger provided that such treatment shall not be prejudicial to the interest of the employee.

h) Appraisal process for determining the eligibility of employees for the Scheme:

The Committee may, on such dates as it shall determine, Grant to such Eligible Employees as it selects, Options of the Company in accordance with the terms and conditions of the Scheme for the time being in force. The Committee shall follow the following broad guidelines in selection of the eligible employees and the quantum of option to be granted to them:

- a. present grade and compensation structure of the employee
- b. performance of the employee
- c. length of service of the employee
- d. exceptional contribution made by the employee
- e. integrity and behaviour of the employee
- f. such other parameters as it may decide.

i) Maximum number of Options to be issued per employee and in aggregate:

The maximum number of Shares that may be issued pursuant to exercise of Options granted under the ESOS Scheme shall not exceed 2,50,000 (Two Lakh Fifty Thousand only) Equity Shares of the Company of Rs. 2 each.

The maximum number of the Shares that may be issued pursuant to the grant of the Options to each Grantee under ESOS 2025 shall be 25,000 (Twenty Five Thousand only) provided that maximum number of shares with respect to which Options may be granted to a single Employee shall not exceed 1% of the issued capital of the Company at any point of time.

j) Maximum quantum of benefits to be provided per employee under Jeena Sikho Employee Stock Option Scheme 2025:

The maximum quantum of benefits underlying the Options granted to an Eligible Employee shall be equal to the appreciation in the value of the Company's equity shares determined on exercise of Options, on the basis of difference between the Option Exercise Price and the Market Price of the Equity Shares on the exercise date.

k) Whether the Scheme is to be implemented and administered directly by the Company or through a Trust:

It is clarified that ESOS 2025 is not proposed to be implemented through Trust. The Scheme shall be administered by the Nomination and Remuneration Committee, as designated as the Compensation Committee for the purpose of implementation of ESOS 2025, and as may be reconstituted by the Board of Directors of the Company. There won't be any secondary market acquisition for the purpose of implementation of the Scheme. The Scheme will be implemented directly by the Company.

l) Whether the Scheme involves new issue of shares by the Company or secondary acquisition by the Trust or both:

Implementation of the Scheme would involve new issue of equity shares. There won't be any secondary market acquisition for the purpose of implementation of the Scheme.

m) The amount of loan to be provided for implementation of the Scheme by the Company to the Trust, its tenure, utilization, repayment terms, etc.:

There shall not be any funding of financing by the Company for Exercise of Options. The ESOS 2025 shall not be implemented through Trust and accordingly, no amount of loan to be provided to any Trust for implementation of ESOS 2025.

n) Maximum percentage of secondary acquisition (subject to limits specified under the regulations) that can be made by the Trust for the purposes of the Scheme:

There won't be any secondary market acquisition for the purpose of implementation of the Scheme.

o) A statement to the effect that the company shall conform to the accounting policies specified in regulation 15 of the SEBI Regulations:

The Company shall conform to the accounting policies specified in Regulation 15 of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021.

The Company shall follow the requirements including the disclosure requirements of the Accounting Standards prescribed by the Central Government in terms of section 133 of the Companies Act, 2013 (18 of 2013) including any 'Guidance Note on Accounting for employee share-based Payments' issued in that regard from time to time and other applicable laws.

p) Method of valuing the Options:

Unless otherwise prescribed under any applicable law, the Company shall use "Fair Value Method" to value its options under the ESOS 2025.

The Company shall follow the Guidance Note on Accounting for Employee Share Based Payments' and/or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India from time to time, including the disclosure requirements prescribed therein.

q) Statement with regard to Disclosure in Directors' Report:

In case the Company opts for expensing of share-based employee benefits using the intrinsic value, the difference between the employee compensation cost so computed and the employee compensation cost that shall have been recognized if it had used the fair value of the Options and the impact of this difference on profits and on Earning Per Share (EPS) of the Company, shall also be disclosed in the Board's Report.

The said Statement is not applicable to the Company when the Company is opting for the Fair Value Method.

r) Lock-in period and transferability:

As per SEBI Regulations, there shall be a minimum vesting period of one year between grant and vesting. The vesting period under ESOS 2025 had be mentioned at sub-clause (d) above. Options Granted to an Employee shall not be transferable to any person. Subject to special provisions relating

to the case of death of an employee before exercise of options (as mentioned above), no person, other than the employee, shall be entitled to the benefit arising out of under ESOS 2025. It is also clarified that the stock options granted to eligible employee under the ESOS 2025 shall not be pledged, hypothecated, mortgaged or otherwise alienated in any manner.

There would not be any lock-in period for the shares issued consequent upon exercising the options under the ESOS 2025.

s) Terms & conditions for buyback, if any, of specified securities covered under these regulations.

There is no buyback arrangement or commitment by the Company in respect of any Shares or Securities issued/ allotted under ESOS 2025.

t) Other Terms

The Board of Directors shall have the absolute authority to vary or modify the terms of the ESOS 2025, subject to the SEBI Regulations and other applicable laws, from time to time. The Options to be granted under the ESOS 2025 shall not be treated as an offer or invitation made to public for subscription of securities of the Company.

Consent of the shareholders is required by way of a special resolution pursuant to Section 62(1)(b) of the Companies Act, 2013 and the SEBI Regulations. As per Regulation 6 of the Securities and Exchange Board of India (Share Based Employee Benefits & Sweat Equity) Regulations, 2021, separate special resolution is required to be passed if the benefits of an employee stock option scheme are to be extended to employees of the group companies, holding and subsidiary companies.

Accordingly, the Special Resolutions set out as item no. 7 and 8 in this notice is proposed for approval by the shareholders.

Directors / Key Managerial Personnel of the Company / their relatives who may be granted Options under ESOS 2025 may be deemed to be concerned or interested in the Special Resolutions at Item Nos. 10 and 11 of this Notice. Save as aforesaid, none of the Directors/ Key Managerial Personnel of the Company/their relatives are in any way, concerned or interested, financially or otherwise, in the said Special Resolutions.

**FOR AND ON BEHALF OF
JEENA SIKHO LIFECARE LIMITED**

For JEENA SIKHO LIFECARE LIMITED


Manish Grover Managing Director
(Managing Director)
DIN No.: 07557886

For JEENA SIKHO LIFECARE LIMITED


Bhavna Grover Director
(Whole-Time Director)
DIN No.: 07557913

Date: 29th September, 2025

Place: Zirakpur, Punjab